



**DIRECTORATE OF FOOD, CIVIL SUPPLIES AND CONSUMER PROTECTION  
Madhya Pradesh**

**RFP FOR SELECTION OF AGENCY  
TO  
SUPPLY NON-WOVEN CARRY BAGS FOR WHEAT  
DISTRIBUTION UNDER PDS**

**RFP No: 7099**

**29<sup>th</sup> June 2021**

**Directorate of Food, Civil Supplies and Consumer Protection**

**Vindhyachal Bhawan, 1<sup>st</sup> Floor, Bhopal (MP) – 462004**

**Tel: 0755 – 2551466**

**Email: [dirfood@nic.in](mailto:dirfood@nic.in)**

**Website: <http://www.food.mp.gov.in>**

**Disclaimer:**

All information contained in this tender document provided/ clarified are in good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party. Though adequate care has been taken in this tender document, the interested Bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office in Pre-bid meeting in writing. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the tender document is complete in all respects and Bidders submitting their proposal are satisfied that the tender document is complete in all respects.

Directorate of Food, Civil Supplies and Consumer Protection (DoF), Madhya Pradesh reserves the right to reject any or all of the proposals submitted in response to this tender document at any stage without assigning any reasons whatsoever. DoF also reserves right to withhold or withdraw the process at any stage with intimation through department's portal DoF reserves the right to change/ modify/ amend any or all of the provisions of this tender document without assigning any reason. Any such change would be posted it on <https://mptenders.gov.in> and/or on the departmental website <http://www.food.mp.gov.in>. Neither DoF nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the assignment, the information and any other information supplied by or on behalf of DoF or their employees or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of tender process is confidential to DoF and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

**THIS RFP DOCUMENT IS NOT TRANSFERABLE**

The terms in the following categories unless not specified are used interchangeably and their derivatives are synonymous within each category:

- . Bidder, Company, Vendor, Bag supplying Agency, Firm, Supplier
- b. DoF, Purchaser, Directorate of Food, Civil Supplies and consumer Protection, Department
- c. Bags, Carry Bags, supply,
- e. Tender, RFP
- f. Bid, Proposal

## Contents

<b>DISCLAIMER:</b> .....	<b>2</b>
<b>1. BID DATA SHEET</b> .....	<b>1</b>
<b>2. ABOUT THE RFP</b> .....	<b>3</b>
<b>3. SCOPE OF WORK</b> .....	<b>4</b>
3.1 TECHNICAL SPECIFICATION OF BAGS .....	4
3.2 QUANTITY OF BAGS .....	5
3.3 GENERAL REQUIREMENTS .....	5
3.4 DELIVERY SCHEDULE .....	5
<b>4. INSTRUCTIONS TO THE BIDDERS</b> .....	<b>6</b>
4.1 AVAILABILITY OF TENDER DOCUMENT: .....	6
4.2 ELIGIBILITY CRITERIA OF BIDDER.....	6
4.3 CLARIFICATIONS .....	7
4.4 PREPARATION AND SUBMISSION OF PROPOSAL .....	8
4.4.1 <i>Completeness of Bids</i> .....	8
4.4.2 <i>Language</i> .....	8
4.5 TENDER FEE AND EARNEST MONEY DEPOSIT (EMD).....	8
4.5.1 <i>Submission of the Bid</i> .....	9
4.6 SEQUENCE OF DOCUMENTS IN BID PROPOSAL .....	10
4.7 LATE BIDS .....	11
4.8 TENDER VALIDITY .....	11
4.9 COST OF BIDDING .....	11
4.10 INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT .....	11
4.11 AMENDMENT/S IN TENDER DOCUMENT.....	11
4.12 BID EVALUATION: EVALUATION METHODOLOGY .....	11
4.12.1 <i>Tender Opening:</i> .....	11
4.12.2 <i>Tender Evaluation</i> .....	12
4.12.3 <i>Technical Evaluation of Bid</i> .....	12
4.12.4 <i>Financial Evaluation of Bid</i> .....	12
4.12.5 UNSATISFACTORY PERFORMANCE.....	14
4.13 RIGHT TO TERMINATE .....	14
4.14 PERFORMANCE OBLIGATIONS .....	14
4.15 CORRUPT/FRAUDULENT PRACTICES:.....	14
4.16 NOTIFICATION OF AWARD AND SIGNING OF CONTRACT .....	15
4.17 CONFIDENTIALITIES: .....	15
4.18 PERFORMANCE SECURITY .....	15
<b>5. TERMS &amp; CONDITIONS</b> .....	<b>17</b>
5.1 CONTRACT PERIOD .....	17
5.2 SUB-LETTING / SUB-CONTRACTING .....	17
5.3 SERVICE LEVELS AND PENALTIES: .....	17
5.3.1 <i>Penalties at Initiation Stage</i> .....	17
5.4 PAYMENT PROCEDURE.....	18
5.5 SUSPENSION AND TERMINATION OF SUCCESSFUL BIDDER.....	18
5.6 AMENDMENT .....	18
5.7 RESOLUTION OF DISPUTES .....	19
5.8 LEGAL JURISDICTION .....	19
5.9 INDEMNITY .....	19
5.10 PUBLICITY .....	19
<b>ANNEXURE A – GROUP &amp; DISTRICT WISE SUPPLY QUANTITY ESTIMATE</b> .....	<b>20</b>

<b>ANNEXURE B – TEMPLATE FOR PRE-BID CONFERENCE QUERIES / CLARIFICATIONS .....</b>	<b>22</b>
<b>ANNEXURE C – COVERING LETTER FOR PROPOSAL SUBMISSION .....</b>	<b>23</b>
<b>ANNEXURE C1 – REGISTRATION CERTIFICATE OF THE FIRM .....</b>	<b>24</b>
<b>ANNEXURE C2 – FINANCIAL INFORMATION .....</b>	<b>24</b>
<b>ANNEXURE C3 – SCHEDULE OF PAST EXPERIENCE .....</b>	<b>25</b>
<b>ANNEXURE C4 – SELF CERTIFICATE FOR MANUFACTURING CAPABILITY .....</b>	<b>26</b>
<b>ANNEXURE D – FIRM’S/COMPANY’S INFORMATION AGREEMENT .....</b>	<b>27</b>
<b>ANNEXURE E – FIRM’S/COMPANY’S AUTHORIZED REPRESENTATIVE DETAILS .....</b>	<b>28</b>
<b>ANNEXURE F – CHECKLIST FOR ELIGIBILITY/QUALIFICATION CRITERIA COMPLIANCE..</b>	<b>29</b>
<b>ANNEXURE G – DECLARATION FOR TECHNICAL DEVIATION .....</b>	<b>31</b>
<b>ANNEXURE H – SELF-DECLARATION FOR NOT BEING BLACKLISTED .....</b>	<b>32</b>
<b>ANNEXURE I – SELF-DECLARATION FOR NON-INSOLVENT.....</b>	<b>33</b>
<b>ANNEXURE J – FINANCIAL BID.....</b>	<b>34</b>
<b>ANNEXURE K –FORM OF PERFORMANCE SECURITY (BANK GUARANTEE) .....</b>	<b>35</b>
<b>ANNEXURE L – DRAFT FORM OF CONTRACT .....</b>	<b>37</b>
<b>ANNEXURE M – DESIGN AND DRAWING OF BAG .....</b>	<b>38</b>

## 1. BID DATA SHEET

i.	<b>Name of the client</b>	<b>Directorate of Food, Civil Supplies and Consumer Protection, Madhya Pradesh</b>
ii.	Scope & Volume of supply	Non-Woven Bags for 10 Kg wheat filling capacity as per technical specification mentioned in this RFP  Total Supply of 1.20 Crores Carry Bags at 51 District Head Quarters divided in 4 groups. ( <a href="#">Refer Annexure -A</a> )
iii.	Address and concerned person for correspondence	Director Directorate of Food, Civil Supplies and Consumer Protection (DoF) 'D' Wing, 1 <sup>st</sup> Floor, Vindhyachal Bhawan, Bhopal – 462004, Madhya Pradesh <a href="http://food.mp.gov.in">http://food.mp.gov.in</a>
iv.	e-Procurement Website	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
v.	Tender Published Date	Date of publishing in the newspaper
vi.	Tender documents available	Tender document can be downloaded from <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> or <a href="http://www.food.mp.gov.in">http://www.food.mp.gov.in</a> from the date of publishing.
vii.	Tender availability Date	29/06/2021
viii.	Non-Refundable Tender Document Fee	Rs 10,000/ (Ten Thousand Only) & Processing Fee along-with taxes to be paid online through the e-procurement portal. <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
ix.	Pre-Bid Queries	Interested Bidders are requested to mail their queries on or before 05.07.2021 by e-mail subject matter as “Pre-Bid Query on RFP for appointment of supplier to supply Non-Woven Bags” along with Bidder name.
x.	Email address to send the Pre-bid queries	<a href="mailto:dirfood@nic.in">dirfood@nic.in</a> .
xi.	Pre-Bid Meeting (Online)	Pre-Bid Meeting shall be held on 06.07.2021 through video-conference. VC details shall be uploaded onto the above portals on 05.07.2021. Bidders are requested to log onto the video-conference site at-least 15 minutes prior to scheduled time.
xii.	Publication of pre bid clarification	08/07/2021
xiii.	Online Bid submission End Date & Time	15/07/2021 at 5:00 PM
xiv.	Sample submission End Date & Time	15/07/2021 at 5:00 PM

xv.	Bid Opening Date & Time	16/07/2021 at 3:00 PM
xvi.	Pre-Qualification result	17/07/2021
xvii.	Technical Evaluation result	20/07/2021
xviii.	Financial Bid Opening Date & Time	22/07/2021 at 3:00 PM
xix.	Earnest Money Deposit / Bid Security Amount	Rs 20,00,000(Rupees Twenty Lakhs Only) to be paid online through e- procurement portal <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
xx.	Method of communication with bidders	Clarifications, RFP, minutes of the pre-bid meeting, corrigendum and addendums, documents can be downloaded from the website <a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a>
xxi.	Method of submission of Proposal and opening etc	Submissions of bids and opening of bids will be through website <a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a> only.
xxii.	Validity of Bids	Minimum 120 days from the due date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any)
xxiii.	Any other important criteria specified by the tender inviting authority: a) NO EXEMPTION is considered for MSE/NSIC registered companies b) Any further corrigendum/addendum shall be uploaded on the e-procurement portal <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>	

## 2. ABOUT THE RFP

The Department of Food, Civil Supplies and Consumer Protection, is responsible for distribution of Food grains to beneficiaries under NFSA and various other welfare schemes. Department has various wings who takes care of its overall functioning and Directorate of Food Civil Supplies and Consumer Protection (DoF) is the nodal office for various implementation of various state and central schemes.

Department envisages to distribute the food grains to the beneficiaries by keeping them in bags, which will be handy and easy to carry by each beneficiary family. In order to provide such bags at each FPS, department invites manufacturers of such bags for supply of **Non-Woven Bags for 10 Kg wheat filling capacity as per technical specifications as mentioned in RFP.**

Online RFP is therefore invited by the Director, Food, Civil Supplies and Consumer Protection, Madhya Pradesh, Bhopal from the eligible bidders only for providing carry bags on the terms and conditions as detailed herewith. While submitting the bids the bidders are requested to go through this RFP document carefully.

### 3. SCOPE OF WORK

The main scope of work of selected bidder is to provide the **Non-Woven Bags for 10 Kg wheat filling capacity as per technical specifications mentioned below at district headquarters.**

#### 3.1 Technical Specification of Bags

Technical specification of non-woven carry bags are as follows: -

SN	Parameter	Technical Specification for carry bags for 10 Kg	Tolerance
1	GSM	120 GSM	± 2%
2	Bag Material	Original Virgin quality Polypropylene – Minimum 85% (No recycled material)	± 0.5%
3	Stitching material	3-Ply Polyester	
4	Filler Material	Fifteen (15) %	
5	Breaking Load	Minimum 15 Kgs (not burst under 15kg load)	
6	Type of bag	Pillow types	
7	Dimensions	Width – 15 inches	± 5%
		Height – 21 inches	
		Gusset – Not applicable	
		Loop Handle – 10 inches	
		Loop Depth – 5 inches	
8	Weaving Pattern	Machine Stitched	
9	Load Bearing Capacity	Dead load as per requirement of bag (10 Kg) is filled inside the bag and the same is freely hanged. The loop handle and bag should withstand the load for 30 minutes	
10	Printing and Art Work	Multi-Color Machine Printing with Offset environment friendly Ink (No Screen Printing). Color shade must be uniform across all the batches with sharp impression as per the art work provided. Every bag shall be printed with Code number of Manufacturer at one corner of the bag or code as suggested	
11	Ink for printing:	Either water-based or solvent (e.g. alcohol)	
12	Compliance to food regulations	All the materials in contact with the food grains (including inks and additives) must be food grade and compliant with the relevant food regulations under practice	
13	Testing Procedure	The sample of raw materials and products shall be tested as per the procedure as per testing practice adopted by CIPET, Bhopal	
14	Drawing and design	As per Annexure- M	

\*Central Institute of Petrochemicals Engineering & Technology, Bhopal



### **3.2 Quantity of Bags**

The details of estimated Carry Bags at 51 District Head Quarters in 4 groups is available in annexure-A. Bidder may choose the group and provide sequence of their preference as per annexure-

### **3.3 General Requirements**

1. Bags must be new, clean, sound, fit for export and multiple handing, free from insect and fungal infestation.
2. Delivery will be done at district headquarters.
3. Any compliance issues, security vulnerability reported in regular security assessment and system audit should be addressed without any additional cost to the department.
4. Bidder should have free production capacity apart from existing orders in queue so that, they could fulfill the timelines as specified by department in delivery schedule.

### **3.4 Delivery Schedule**

Bidder may supply the deliverables in staggered manner, so that

- i. at least 25% of total supply should be delivered in each district head quarter within 1 week from issuance date of letter of intent.
- ii. at least 50% of total supply should be delivered in each district head quarter within 2 weeks from issuance date of letter of intent.
- iii. 100% supply should be delivered in each district head quarter within 3 weeks from issuance date of letter of intent.

## 4. INSTRUCTIONS TO THE BIDDERS

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided regarding submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the tender document.

### 4.1 Availability of Tender Document:

The Tender document will be available and downloadable on following websites:

- <https://mptenders.gov.in/>,
- <http://www.food.mp.gov.in>(departmental website: only for Information purpose).

### 4.2 Eligibility Criteria of Bidder

The bidders interested in bidding for the tender should meet the minimum eligibility criteria as mentioned below:

SN	Eligibility/Qualification criteria	Documents required to be submitted
A	<p><b>Registration:</b> The bidder should be registered entity in India under Indian Companies Act 1956 / Proprietorship firm since last Three (03) years as on the date of submission of this RFP.</p> <p><b>Consortiums/ Joint Ventures are allowed only with manufacturer as lead partner.</b></p>	<p>Certificate of incorporation / Registration Certificate</p> <p>PAN</p> <p>IT Returns for the last 3 consecutive financial years</p> <p>GST Registration certificate / Service Tax Registration certificate</p> <p><b>(Refer Annexure-C1)</b></p>
B	<p><b>Turnover:</b> The firm should have Minimum average annual turnover of Rs. 2 Crore during last 3 financial years. (Any 3 consecutive year balance sheet of from FY 2017-18, FY2018-19, FY 2019-20 &amp; FY 2020-21)</p>	<p>Annual Report, Audited Balance sheet and Profit-Loss Account</p> <p>The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover.</p> <p>UDIN should be mentioned in the submitted documents.,</p> <p>CA report for each 3 years to be submitted separately).</p> <p><b>(Refer Annexure-C2)</b></p>
C	<p><b>Experience 1:</b> The bidder should have a minimum experience of 3 years in supplying non-woven carry bags wherein they must have supplied 25 Lakhs bags / year.</p>	<p>Copy of Work Order/Work completion documents/ Copy of Agreement / Invoice to be submitted. <b>(Refer Annexure-C3)</b></p>
D	<p><b>Experience 2:</b> Bidder should have a capability to manufacture at least 25 Lakhs non-woven carry bags per month.</p>	<p>Self-certification showing volume of 25 lacs non-woven carry bags per month.</p>

SN	Eligibility/Qualification criteria	Documents required to be submitted
		An undertaking by organization should also be submitted by the bidder on its letter head <b>(Refer Annexure-C4)</b>
E	<b>Undertaking – NOT Blacklisted</b> The bidder should not be black listed by any State Government, Government of India or any of its agencies in last Three (03) years and till the date of submission of this EOI.	An undertaking by organization should be submitted by the bidder on its letter head <b>(Refer Annexure-H)</b>
F	<b>Undertaking – NOT Insolvent</b> There should not be any incidence in past of initiation of insolvency or winding proceedings or any legal action for violation of any government rules/regulations against the bidder.	An undertaking to this effect should be submitted by the bidder on its letter head. <b>(Refer Annexure-I)</b>
G	<b>EOI Document Fee:</b>	Online submission
H	<b>Earnest Money Deposit (EMD):</b>	Online submission
I	<b>GST return</b>	Copy of GST Returns of last years
J	<b>Registered as manufacturer of plastic carry bags</b>	Copy of the valid registration certificate as manufacturer of <b>plastic carry bags</b>
K	7 number of Samples Physically submitted at the office within defined dates and address in section 2.	Physical submission of samples

**Note: -**

1. Compliance of all the above-mentioned criteria is compulsory for all the bidders to qualify for the technical evaluation.
2. A bidder would be disqualified if any of the above criteria is not complied.
3. The DoF has right to verify the document(s) submitted by the bidder along with bid proposal for its authenticity.

**4.3 Clarifications**

- i. DoF shall hold a pre-bid conference (PBC) as per schedule mentioned in this Bid Data sheet (Section-1). In this PBC, DoF would address the clarifications sought by the bidders with regard to the RFP document and the project. The bidders required to submit their queries to the DoF in writing to be received before PBC (including email as defined in Bid Data sheet (Section-1). Queries not received within this deadline may not be considered for response. Queries must be submitted in the enclosed format (Refer Annexure-B)

- ii. DoF will entertain queries and clarifications sought by only those bidders who have deposited the tender fee before PBC. Bidders that have purchased the RFP document are welcome to attend the PBC, even if they do not have any specific queries.
- iii. DoF reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.
- iv. All future correspondence/corrigendum shall be published on <https://mptenders.gov.in/> and departmental website.
- v. DoF reserves the right to make any kind of amendments or in the terms and conditions of RFP before the due date of submission of bid. Any change/ clarification/ corrigendum would be uploaded on the e-procurement portal.
- vi. DoF at its sole discretion may extend the due date for the submission of bids

#### **4.4 Preparation and Submission of Proposal**

##### **4.4.1 Completeness of Bids**

Bidders are advised to study all instructions, forms, terms, requirements and other Information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish the information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The RFP document is not transferable to any other bidder.

##### **4.4.2 Language**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the DoF, shall be in English language only.

#### **4.5 Tender Fee and Earnest Money Deposit (EMD)**

- i. Bids submitted without Tender Fee and EMD will stand rejected. No interest is payable on EMD.
- ii. In case of the bidder whose offer is accepted, the EMD shall be refunded interest free to the successful bidder only after submission of Performance security as mentioned in this document in subsequent sections.
- iii. No exemption in EMD in any form will be given to any firm/company/corporation/public undertaking.
- iv. The EMD shall be forfeited by DoF, on account of one or more the following reasons-
  - a) If bidder withdraws its bid during the period of bid validity.
  - b) If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder).
  - c) Information given in the proposal is found inaccurate / fraudulent.

#### **4.5.1 Submission of the Bid**

The bidder is responsible for registration on the e-procurement portal(<https://mptenders.gov.in/>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number as per portal. The bidder shall submit the proposals online as described below.

- i. Bidders shall submit their Proposals electronically on the portal:<https://mptenders.gov.in/>,
- ii. RFP documents can be downloaded from website <http://www.food.mp.gov.in> without any cost. However, the tender document of those bidder will be acceptable who have paid the tender documents fee as defined in Bid Data Sheet (Section -1) of this RFP, without which bids will not be accepted.
- iii. Since the bidders are required to sign their bids online using class-III Digital Signature Certificates, they are advised to obtain the same at the earliest.
- iv. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website <https://mptenders.gov.in/>
- v. If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- vi. Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/> DoF shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.
- vii. Interested bidders may attend the free training program in Bhopal at their own cost. For this purpose, they may contact helpdesk of e-procurement cell.
- viii. Proposal that are incomplete or not in prescribed format may be rejected.
- ix. The Proposal should be submitted only through the e-procurement portal. Only Samples will be accepted in physical form at office
- x. The proposal should be as per the formats provided in various Annexures given in RFP.
- xi. Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- xii. Any alteration, erasures or overwriting should be valid only if the person or persons counter signing against the changes.
- xiii. Bidders are advised to upload the proposals well before time to avoid last minute hassles / issues such as congestion in network, choking of server capacity etc.

#### **4.6 Sequence of Documents in Bid Proposal**

The following order should be strictly followed while submitting supporting documents with proposal:

- i. Proposal submission covering letter
- ii. Approach notes to supply schedule of required quantity of deliverables
- iii. Firm's/Company's information
- iv. Contact details of officials for future correspondence regarding the bid process with necessary permission letter notifying the official.
- v. Scan copy of Tender Fee and EMD as proof of submission (on e-procurement portal).
- vi. Checklist for Eligibility/Qualification criteria compliance
- vii. Supporting documents with proper heading and reference in compliance of Checklist for Eligibility / Qualification/Marking criteria
  - a. Letter/Work Order issued by client showing work experience
  - b. Copy of Work Orders/PO and work completion certificate should be furnished as documentary proof at least three similar projects of providing Maximum number of carry bags.
  - c. CA's Certificate, Annual Report, Audited Balance sheet and Profit-Loss Account showing Average Annual turnover for supplying carry bags.
  - d. Copy of GST certificates/registration/ PAN & relevant documents should be submitted along with the bid.
- viii. Statement of No Deviation from the tender requirements.
- ix. Self-declaration for not being blacklisted by any Government entity
- x. Self-declaration for 'there was not any incidence in past for initiation of insolvency or winding proceedings or any legal action'
- xi. 7 Samples should also be submitted at the office within defined dates and address in section 2. (Interested bidder shall have to obtain the Design file of printing content from the office of tendering authority.)

**Note:** Each document mentioned will be compulsorily required to be submitted on e-procurement portal in pdf format separately. Technical instructions regarding size of each file will be available in portal.

- xii. Financial proposal submission form (to be submitted on e-procurement portal in provided space and as per the MS-excel format given in Annexure-J)

#### **4.7 Late bids**

Proposal after due date and time shall not be accepted.

#### **4.8 Tender validity**

The tender offer will be valid for 120 days from the due date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any). However, DoF may extend this period based on its own discretion.

#### **4.9 Cost of bidding**

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

#### **4.10 Interpretation of the clauses in the tender document**

In case of any ambiguity in the interpretation of any of the clauses in RFP Document, the DoF interpretation of the clauses shall be final and binding on the bidder. The decision taken by the DoF in the process of tender evaluation shall be final.

#### **4.11 Amendment/s in tender document**

At any time prior to the deadline for submission of bids, DoF for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website. Bidders are requested to visit the e-procurement website for updates, modification and withdrawal of offers.

#### **4.12 Bid Evaluation: Evaluation Methodology**

##### **4.12.1 Tender Opening:**

- i. Bid Opening shall take place through the e-Procurement portal. Online Proposals submitted along with the EMD shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.
- ii. In case of EMD is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in e-Procurement Portal would be rejected.
- iii. In case of 7 units of samples are not received by office as per defined dates, such responses will be prima facie rejected
- iv. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- v. To assist in the scrutiny, evaluation and comparison of offers, the DoF may, at its discretion, ask some or all the bidders for clarification of their offers on any of the information provided in the bid document and the same may be sent through email only.

#### 4.12.2 Tender Evaluation

To evaluate the proposals DoF shall formulate a Tender Evaluation Committee (TEC) (also referred to as “Evaluation Committee”). The Evaluation Committee shall evaluate the bids as per the following process:

- i. The DoF will evaluate and compare the bids that have been determined to be substantially responsive.
- ii. Tender Evaluation Committee shall review the Proposal along with Eligibility/Qualification/Technical evaluation criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any bidder for a clarification of its bid, if required.
- iii. Compliance of eligibility qualification criteria compliance is must for all bidders. In case of non-compliance bidder would be declared as disqualified.
- iv. Those bidders who pass the Eligibility Qualification criteria would be considered for technical evaluation based on the documents provided by the bidders.
- v. Technically qualified bidder would be shortlisted for financial bid opening.
- vi. Financial Proposal of only those bidders shall be opened, who are declared as ‘Technically Qualified Bidder’.

#### 4.12.3 Technical Evaluation of Bid

Technical evaluation of bids would be done for only those bidders who would be qualified at the Pre-qualification criteria stage. The criteria of technical evaluation are as follows: -

SN	Technical Evaluation criteria	Parameter	Pass / Fail
A	Compliance to Technical specifications	As listed in section 3.1	
B	Testing of sample bags	As per testing report by CIPET	
C	Demos of Sample bags	As per evaluation report by technical committee	

If bidder is successful in all above-mentioned technical evaluation criteria of then only the financial Bid will be opened for that bidder.

#### 4.12.4 Financial Evaluation of Bid

The financial bids of technically qualified bidders will be opened. Financial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified. The bidder with lowest financial bid will be declared as Lowest Bidder (L1).



DOF intends to allot this bid in Groups of Districts as mentioned in Annexure-A. The entire project has been divided in 4 groups and allocation of group is detailed below. In order to promote competitive bidding, the selection process is as follows: -

- a. The technically qualified lowest quoted rate bidder will be considered as L1 and will be provided the first priority group as per his choice.
- b. In an event wherein two or more Bidders have quoted the same price, then bidder possess highest Average Annual Turnover data in last 3 years as per Annexure-C2 will be considered as the lowest bidder.
- c. In the event the lowest bidder (L1) withdraws or is not ready for engagement for any reason after opening financial bids, their EMD will be forfeited and will not be allowed to participate in any future tenders of the Department whether as a stand-alone entity or as a consortium / JV partner. Under such case, DOF reserves the right to consider the next lowest quote as L1 and such bidder will be provided the group as per submitted choice preference.
- d. DOF shall then invite balance bidders to revise their financial bid to match that of L1 for allocation of balance 3 groups. A list of bidders agreeing to match L1 price shall be made with original ranking of L2/L3...L(last). From this list, the lowest bidders meeting all terms and conditions of the RFP shall be allotted 1 group each from balance groups. The groups allotment would be as follows:
  - i. The lowest bidder L1 shall be allotted group of submitted first choice.
  - ii. The second lowest bidder agreeing to match the bid quoted by L1 shall be allotted 1 Group among remaining 3 groups as per submitted choices.
  - iii. The third lowest bidder agreeing to match the bid quoted by L1 shall be allotted 1 Group among remaining 2 groups as per submitted choices.
  - iv. The fourth lowest bidder agreeing to match the bid quoted by L1 shall be allotted 1 Group among remaining 1 group.
  - v. In the event no bidder L3 onwards agree to match the rate quoted by L1 Bidder, then last Group shall be allotted to successful L1 Bidder
  - vi. In the event no bidder L2 onwards agree to match the rate quoted by L1 Bidder, then remaining 2 groups shall be allotted to successful L1 & L2 Bidder
  - vii. In case any other case arises DOF reserve the right to take appropriate action.
- e. The unit price quoted by the bidder shall be final throughout the period of contract.

- f. The bidder should quote for the rate per bag (10 Kg Non-Woven Carry Bag) in Indian Rupee inclusive of all applicable duties and taxes, transportation costs, freight charges, handling charges etc. and exclusive of GST.

#### **4.12.5 Unsatisfactory Performance**

Even on fulfillment of all the criteria, it may be noted that those bidders whose past performance has not been satisfactory against previous tenders of DoF, they may not be considered for order. Following shall attribute to poor performance of a bidder: -

- ✓ Non-execution of previous order(s)/ inordinate delay / inferior quality of services.
- ✓ Previous assignment left incomplete
- ✓ Any irregularities with any Govt department in MP
- ✓ Other service and performance issues

#### **4.13 Right to Terminate**

DoF, reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the grounds for such action. DoF makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this tender does not constitute an offer by DoF. The bidder's participation in this process may result in DoF selecting the bidder to engage in further discussions and negotiations.

#### **4.14 Performance Obligations**

While providing services as per Scope of Work, the bidder shall ensure that there is no infringement of any right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

#### **4.15 Corrupt/Fraudulent Practices:**

The DoF requires that the bidders under this tender should observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, the DoF defines the terms set forth as follows:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution; In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.

“Fraudulent practice” means a misrepresentation of facts in order to influence award of contract or an execution of a contract to the detriment of the DoF, and includes collusive practice among Bidders (prior to or after bid submission) to deprive the DoF of the benefits of the free and open competition;

The DoF will suspend the award of contract if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.

The DoF will declare a bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

#### **4.16 Notification of Award and Signing of Contract**

Prior to the expiration of the period of bid validity, DoF will notify the successful Bidder in writing to confirm, that its bid has been accepted. The notification of award will constitute the formation of the Contract.

Failure of the successful bidder to agree with the terms & conditions of the contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event DoF would reject the proposal and forfeit the EMD as specified in the document.

The successful bidder will be required to execute the contract agreement on a non-judicial paper of adequate fee on acceptance of their Quotation.

Upon the successful Bidder's furnishing of the signed Form of Contract Agreement and the performance security, the DoF will notify each unsuccessful Bidder and will discharge their bid security.

As soon as practically possible, DoF will sign the Contract Agreement and share the copy with successful Bidder.

During the term of contract, the bidder shall closely work with DoF / Nodal Officer of DoF, to perform the activities as per the scope of work. In case of poor performance, non-availability of staff, DoF shall terminate the agreement after the recommendation from Nodal Officer. In such case, the performance security shall be forfeited.

#### **4.17 Confidentialities:**

Any attempt by a bidder to influence DoF in the evaluation of the bids or contract award decisions may result in the rejection of its bid. If any bidder wishes to contact the DoF during/after opening of the Bid to award of contract. He may do so in writing.

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of the project shall not be disclosed to Bidders or any other persons not officially concerned with such process.

#### **4.18 Performance Security**

- i. The Bidder shall be required to submit PBG of 10% of contract value within 7 days of issue of LOI.
- ii. The Bidder shall have to submit the PBG as per the format given on Annexure-K

- iii. The PBG shall be denominated in Indian Rupees. All charges with respect to the PBG shall be borne by the bidder. The PBG shall be remaining valid six months beyond the life of the contract.
- iv. The PBG will be discharged / returned by DoF upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- v. In the event of the bidder being unable to service the contract for whatever reason, DOF would invoke the PBG. DOF shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default, such as but not limited to: -
  - a) If provided supply is of poor quality
  - b) If provided supply is not as per defined quantity
  - c) If provided supply is not as per defined time schedule

## 5. TERMS & CONDITIONS

### 5.1 Contract Period

- i. The contract shall commence from the date of letter of intent, unless it is curtailed or terminated by the authority owing to deficiency in service, sub-standard quality of services, breach of any conditions of contract etc or change in requirements.
- ii. The Agreement shall automatically expire on completion of agreement period unless it is extended for further period by mutual consent of the Selected Bidder and the DoF.
- iii. The DoF reserves the right to terminate the agreement by issuing prior notice of 7 days to the selected Bidder.
- iv. The Selected Bidder will be bound to furnish details to the DoF while submitting the tender or at subsequent stage as per tender document. Any such document furnished by the Selected Bidder found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action against Selected Bidder apart from termination of the agreement forthwith.

### 5.2 Sub-letting / Sub-Contracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

### 5.3 Service Levels and Penalties:

Subject to conditions of contract if the successful bidder fails to commence the activities within the specified time period, competent authority shall without prejudice to its other remedies under the contract, may levy following penalties:

#### 5.3.1 Penalties at Initiation Stage

SN	Parameter	Measurement	Penalty
1	Delivery Schedule	Delay in each day after scheduled date	1% of the contract value each day, with maximum 20%

#### Note:

- a) If the delay is beyond the timelines and no extension of time is given by the DoF, the contract may be terminated by DoF and the entire Performance Security would be forfeited.
- b) Selected bidder may appeal to relax any penalty imposed on payment after 15 days of payment receipt to the Principal Secretary, Department of Food, civil supplies and Consumer Protection, GoMP. The decision of Principal Secretary, Department of Food, civil supplies and Consumer Protection, GoMP would be binding to both the parties.

#### **5.4 Payment Procedure**

Payment shall be released by DoF as per the following terms:

- i. 100% payment for the Successful delivery as per schedule and supporting documents.
- ii. DoF will transfer the payment to selected bidder's bank account, correct bank account should be mentioned in the invoice also.
- iii. No Interest shall be paid on delayed payments.
- iv. The selected bidder will not charge any late payment fee on Invoice.

#### **5.5 Suspension and Termination of Successful bidder**

- i. Subject to the provisions mentioned here under this contract shall terminate at the expiry of the agreement term.
- ii. DoF reserves the rights to terminate the contract either in part or full at any time by giving 7 days' notice in writing.
- iii. DoF reserves the right to terminate the contract in case selected bidder gets blacklisted by any other department of the Government of Madhya Pradesh, or any other Ministry of Government of India during the course of Project or if bidder is convicted in a legal/tax evasion case or on account of any other legal misconduct of the bidder.
- iv. DoF reserves the right to terminate this agreement due to the breach of the contract as per the conditions of this agreement, the performance security shall be invoked, following due procedure.
- v. Upon expiry, the Agreement may be extended and/or renewed subject to the terms of this Agreement.
- vi. The engagement of the selected bidder shall be suspended/terminated and the selected bidder may be blacklisted forthwith by DoF under following circumstances/reasons:
  - a) Violation of any condition of the tender/ contract or part of any condition of the tender contract of engagement, or
  - b) Deviation found in quality and quantity of the supplied product, or
  - c) If it is found that during the process of award of contract, fraudulence was made by the selected bidder.
- vii. appropriate legal action shall also be initiated. In case of any dispute, the decision of the Director, DoF shall be final and binding.

#### **5.6 Amendment**

No provision of contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract

and signed on behalf of both the parties and which expressly states to amend the present Contract.

### **5.7 Resolution of Disputes**

DoF and the Successful 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. Any dispute or difference whatsoever arising between the parties to this Contract out of or, relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved, shall be referred to Principal Secretary, Department of Food, Civil Supplies and Consumer Protection, Govt of MP as an arbitrator herein. The provisions of the Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 as amended will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Bhopal, Madhya Pradesh, India.

### **5.8 Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Courts of Bhopal district only.

### **5.9 Indemnity**

The successful bidder shall indemnify, protect and save DoF and against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like training material, photograph etc.) and the services rendered under the contract.

### **5.10 Publicity**

Any publicity by the bidder in which the name of the DoF is to be used should only be done with the explicit written permission of the DoF.

## Annexure A – Group & District wise supply Quantity Estimate

### A) Tentative supply quantity (Group wise)

Supply Group category	Tentative Supply Units
Group-A	32,75,770
Group-B	31,10,505
Group-C	28,53,042
Group-D	27,60,687
<b>Grand Total</b>	<b>1,20,00,004</b>

### B) Tentative supply quantity (Districts wise)

SN	Supply Group category	Division	District HQ	Total Units
1	Group-A	INDORE	Alirajpur	135965
2	Group-A	INDORE	Barwani	270885
3	Group-A	INDORE	Burhanpur	147540
4	Group-A	INDORE	Dhar	362617
5	Group-A	INDORE	Indore	344501
6	Group-A	INDORE	Jhabua	228175
7	Group-A	INDORE	Khandwa	238697
8	Group-A	INDORE	Khargone	321817
9	Group-A	UJJAIN	Agar Malwa	110504
10	Group-A	UJJAIN	Dewas	229537
11	Group-A	UJJAIN	Mandsaur	231301
12	Group-A	UJJAIN	Neemuch	144475
13	Group-A	UJJAIN	Ratlam	237460
14	Group-A	UJJAIN	Ujjain	272296
15	Group-B	JABALPUR	Balaghat	335274
16	Group-B	JABALPUR	Dindori	184631
17	Group-B	JABALPUR	Jabalpur	364738
18	Group-B	JABALPUR	Mandla	241696
19	Group-B	JABALPUR	Seoni	261081
20	Group-B	REWA	Rewa	371909
21	Group-B	REWA	Satna	383637
22	Group-B	REWA	Sidhi	220540
23	Group-B	REWA	Singrouli	237250
24	Group-B	SHAHDOL	Anuppur	154417
25	Group-B	SHAHDOL	Shahdol	217971
26	Group-B	SHAHDOL	Umaria	137361
27	Group-C	UJJAIN	Shajapur	139605
28	Group-C	BHOPAL	Bhopal	311075
29	Group-C	BHOPAL	Raisen	227459
30	Group-C	BHOPAL	Rajgarh	267983
31	Group-C	BHOPAL	Sehore	194711
32	Group-C	BHOPAL	Vidisha	230394



SN	Supply Group category	Division	District HQ	Total Units
33	Group-C	NARMADAPURAM	Betul	289730
34	Group-C	NARMADAPURAM	Harda	86556
35	Group-C	NARMADAPURAM	Hoshangabad	189602
36	Group-C	GWALIOR	Ashoknagar	137222
37	Group-C	GWALIOR	Guna	209337
38	Group-C	JABALPUR	Chhindwara	370761
39	Group-C	JABALPUR	Narsinghpur	198607
40	Group-D	JABALPUR	Katni	216462
41	Group-D	SAGAR	Damoh	278932
42	Group-D	SAGAR	Niwari	81805
43	Group-D	SAGAR	Panna	191680
44	Group-D	SAGAR	Sagar	421635
45	Group-D	SAGAR	Chhatarpur	267411
46	Group-D	SAGAR	Tikamgarh	185513
47	Group-D	CHAMBAL	Bhind	169510
48	Group-D	CHAMBAL	Morena	240881
49	Group-D	CHAMBAL	Sheopur	117866
50	Group-D	GWALIOR	Datia	115352
51	Group-D	GWALIOR	Gwalior	221375
52	Group-D	GWALIOR	Shivpuri	252265
			<b>Total</b>	<b>12000004</b>

**Annexure B – Template for Pre-bid Conference Queries / Clarifications**

RFP purchase no:

Date:

Name of the Bidder:

Address:

Telephone Nos:

Mobile No:

Email ID:

<b>Sl No:</b>	<b>Section No / Clause No</b>	<b>Page No</b>	<b>Clause of RFP</b>	<b>Particulars of the query / clarification</b>
1				
2				
3				
4				

Authorized Signatory

Designation

(If the queries / clarifications are submitted through e-mail, the bidder should send the queries / clarifications through official e-mail IDs only.)

**Annexure C – Covering letter for proposal submission**

**on the bidder's Letterhead**

To  
Director  
Directorate of Food, Civil Supplies and Consumer Protection (DoF)  
'D' Wing, 1st Floor, Vindhyachal Bhawan,  
Bhopal – 462004, Madhya Pradesh

**Subject:** Submission of Proposal

**Reference:** RFP for Selection of non-woven carry bags supplying Agency (RFP No: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work on given scope of work, as required and outlined in the Tender. We attach hereto our responses to your requirements. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to DoF is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so. We agree for unconditional acceptance of all the terms and conditions set out in the tender document. We hereby confirm that:

- i. We would like to participate in the tender process.
- ii. We have deposited Earnest Money as prescribed.
- iii. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- iv. We have sufficient qualified technical expertise and necessary infrastructure with support to execute the contract efficiently in the specified time schedule.
- v. We further confirm that all chapters of the tender documents have been read, understood and there is no deviation/discrepancy.
- vi. We agree that you are not bound to accept any tender response you receive. We also agree that you reserve the right in absolute sense to reject all or any of the bidders in the tender response. It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.
- vii. We confirm that details given in our proposal are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

### **Annexure C1 – Registration Certificate of the Firm**

Copy of Registration Certificate of the Firm, Certificate of incorporation, PAN, IT Returns for the last 3 consecutive financial year, GST Registration Copy / Service Tax Registration certificate,

### **Annexure C2 – Financial Information**

CA Certificate showing Average Annual Turnover from providing Non-Woven Carry Bag Services Annual Report, Positive Net worth certificate, Audited Balance sheet and Profit-Loss Account;

## Annexure C3 – Schedule of Past Experience

on the bidder's Letterhead

To  
Director  
Directorate of Food, Civil Supplies and Consumer Protection  
'D' Wing, 1st Floor, Vindhyachal Bhawan,  
Bhopal – 462004, Madhya Pradesh

Sub: -Performance/ past experience.

Dear Sir

We furnish herewith the record of our performance and experience of quoted items as follows:

No.	Purchaser's Name and Address	Order Number, Date and duration	Ordered Quantity	Quantity supplied	Value of Order (Rs. lakh)

Thanking you,

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place] [Date and Time]  
[Seal and Signature] [Business Address]

Note: - Scan copy of the orders, Completion certificate & performance reports received from clients etc. should be enclosed.

**Annexure C4 – Self Certificate for Manufacturing capability**

**on the bidder’s Letterhead**

To  
Director  
Directorate of Food, Civil Supplies and Consumer Protection  
‘D’ Wing, 1st Floor, Vindhyachal Bhawan,  
Bhopal – 462004, Madhya Pradesh

Sub: - Self Certificate for Manufacturing capability.

Dear Sir

We certify that (name of agency) ..... is manufacturer of non-Woven carry bags and possess manufacturing capability of 25 Lakhs Non-Woven carry bags in a month and could provide the same to the department as per their prescribed quantity, quality and schedule.

We also provide the group choice preference as follows

Choice preference	Supply Group category
1 <sup>st</sup> Choice	
2 <sup>nd</sup> Choice	
3 <sup>rd</sup> Choice	
4 <sup>th</sup> Choice	

Thanking you,

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place] [Date and Time]  
[Seal and Signature] [Business Address]

## Annexure D – Firm's/Company's Information Agreement

SN	Description	Details (To be filled by the bidder)
1	Name of the bidder	
2	Regional official address (in Madhya Pradesh)	
3	Phone No. and email address	
4	Registered Headquarters Address	
5	Phone No. and email address	
6	Web Site Address	
7	Details of Firm s Registration	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	Name of All Directors	
11	Goods and Service Tax Registration No. (if any)	
12	Permanent Account Number (PAN)	

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

**Note: to be submitted in separate pdf file**

**Annexure E – Firm’s/Company’s Authorized Representative Details**

<b>SN</b>	<b>Details</b>	<b>Authorized Signatory</b>	<b>Secondary Contact</b>
1	Name		
2	Title /designation		
3	Company Address		
4	Phone		
5	Mobile		
6	Fax		
7	E-mail		

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

**Note: to be submitted in separate pdf file**



## Annexure F – Checklist for Eligibility/Qualification criteria compliance

**Note:** Each document/annexure shall be acceptable in separate pdf file with proper prescribed heading.

SN	Eligibility/Qualification criteria	Documents required to be submitted	Yes / No
A	<b>Registration:</b> The bidder should be registered entity in India under Indian Companies Act 1956 / Proprietorship firm since last Three (03) years as on the date of submission of this RFP.  <b>Consortiums/ Joint Ventures are allowed only with manufacturer as lead partner.</b>	Certificate of incorporation / Registration Certificate	
		PAN	
		IT Returns for the last 3 consecutive financial years	
		GST Registration certificate / Service Tax Registration certificate <b>(Refer Annexure-C1)</b>	
B	<b>Turnover:</b> The firm should have Minimum average annual turnover of Rs. 2 Crore during last 3 financial years. (Any 3 consecutive year balance sheet of from FY 2017-18, FY2018-19, FY 2019-20 & FY 2020-21)	Annual Report, Audited Balance sheet and Profit-Loss Account	
		The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover.  UDIN should be mentioned in the submitted documents.,  CA report for each 3 years to be submitted separately). <b>(Refer Annexure-C2)</b>	
C	<b>Experience 1:</b> The bidder should have a minimum experience of 3 years in supplying non-woven carry bags wherein they must have supplied 25 Lakhs bags / year.	Copy of Work Order/Work completion documents/ Copy of Agreement / Invoice to be submitted. <b>(Refer Annexure-C3)</b>	
D	<b>Experience 2:</b> Bidder should have a capability to manufacture at least 25 Lakhs non-woven carry bags per month.	Self-certification) showing volume of 25 lacs non-woven carry bags per month.  An undertaking by organization should also be submitted by the bidder on its letter head <b>(Refer Annexure-C4)</b>	

SN	Eligibility/Qualification criteria	Documents required to be submitted	Yes / No
E	<b>Undertaking – NOT Blacklisted</b> The bidder should not be black listed by any State Government, Government of India or any of its agencies in last Three (03) years and till the date of submission of this EOI.	An undertaking by organization should be submitted by the bidder on its letter head <b>(Refer Annexure-H)</b>	
F	<b>Undertaking – NOT Insolvent</b> There should not be any incidence in past of initiation of insolvency or winding proceedings or any legal action for violation of any government rules/regulations against the bidder.	An undertaking to this effect should be submitted by the bidder on its letter head. <b>(Refer Annexure-I)</b>	
G	<b>EOI Document Fee:</b>	Online submission	
H	<b>Earnest Money Deposit (EMD):</b>	Online submission	
I	<b>GST return</b>	Copy of GST Returns of last years	
J	<b>Registered as manufacturer of plastic carry bags</b>	Copy of the valid registration certificate as manufacturer of <b>plastic carry bags</b>	

## Annexure G – Declaration for Technical Deviation

**on the bidder's Letterhead**

To  
Director  
Directorate of Food, Civil Supplies and Consumer Protection  
'D' Wing, 1st Floor, Vindhyachal Bhawan,  
Bhopal – 462004, Madhya Pradesh

**Subject:** Technical Deviation

**Reference:** RFP for Selection of non-woven carry bags supplying Agency (RFP No: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir

The Technical Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under: -

SN	Condition	Clause No. in RFP	Page No. of RFP	Statement of deviations and variations

Except aforesaid deviations, the entire proposal has **NO DEVIATION** from the tender Terms and Conditions proposed for this engagement. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

Thanking you,

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place] [Date and Time]  
[Seal and Signature] [Business Address]

**Note: to be submitted in separate pdf file**

**Annexure H – Self-declaration for not being Blacklisted**

**on the bidder's Letterhead**

To  
Director  
Directorate of Food, Civil Supplies and Consumer Protection  
'D' Wing, 1st Floor, Vindhyachal Bhawan,  
Bhopal – 462004, Madhya Pradesh

**Subject:** Declaration for not being Blacklisted by any Government Entity

**Reference:** RFP for Selection of non-woven carry bags supplying Agency (RFP No: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir

In response to the above-mentioned tender, I/We, \_\_\_\_\_, as \_\_\_\_\_ <Designation>\_\_\_\_\_ of M/s\_\_\_\_\_, hereby declare that our Firm \_\_\_\_\_ is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Thanking you,

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place] [Date and Time]  
[Seal and Signature] [Business Address]

**Note: to be submitted in separate pdf file**

**Annexure I – Self-declaration for non-Insolvent**

**on the bidder's Letterhead**

To  
Director  
Directorate of Food, Civil Supplies and Consumer Protection  
'D' Wing, 1st Floor, Vindhyachal Bhawan,  
Bhopal – 462004, Madhya Pradesh

**Subject:** Declaration for there was not any incidence in past of initiation of insolvency or winding proceedings or any legal action for violation of any government rules/regulations.

**Reference:** RFP for Selection of non-woven carry bags supplying Agency (RFP No: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir

In response to the above-mentioned tender, I/We, \_\_\_\_\_, as \_\_\_\_\_ <Designation>\_\_\_\_\_ of M/s\_\_\_\_\_, hereby declare that our Firm \_\_\_\_\_ is having unblemished past record and there was not any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against us.

Thanking you,

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place] [Date and Time]  
[Seal and Signature] [Business Address]

**Note: to be submitted in separate pdf file**

## Annexure J – Financial Bid

**Name of the company:**

SN	Item	Unit Rate ( in Rs)		Total Unit Rate (Inclusive of all)
		Base Cost of non-Woven carry bag ( refer sec.	GST (or Applicable Statutory Taxes)	
1	One non-Woven carry bag as per specification in tender			
	Total			

We are very clear about the rate and amount of tax component given in the Financial Bid as applicable at the time of award of contract.

PLACE:

SIGNATURE OF TENDERER

DATE

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

## Annexure K –Form of Performance Security (Bank Guarantee)

[ The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Client]

Date: [Insert date of issue]

PERFORMANCE GUARANTEE No: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_ [insert name of firm ] (hereinafter called "the Applicant") has entered into Contract No. [Insert reference number of the contract] dated [insert date] with non-Woven carry bag supply contract of \_ [insert name of contract and brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures]()[insert amount in words]<sup>1</sup>, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., <sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision,

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<sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded. \_\_\_\_\_[signature(s)]

Name of the Signatory  
Designation  
Employee No  
IFSC Code  
Contact No  
Address of the bank

E-Mail

**Note:** All italicized text (including foot notes) is for use in preparing this form and shall be deleted from the final product.



## Annexure L – Draft Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the .....of the month of ....., 2019, between, on the one hand, -----(hereinafter called the “Client”) and, on the other hand, [name of Agency] (hereinafter called the “Agency”).

### WHEREAS

(a) The Client has requested the Agency to provide certain services as defined in this Contract (hereinafter called the “Services”);

(b) The Agency, having represented to the Client that it has the required expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) Negotiation Meeting and clarification of bidders
- b) Bidders Presentation
- c) RFP documents
- d) Bidders Proposal

In the event of any inconsistency between the documents, the following order of precedence shall prevail as mentioned at Clause 1 above.

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:

(a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Agency in accordance with the provisions of the Contract.

3. Contract Value: Total value of contract (excluding only GST)

Unit rate - .....per bag

Quantity - .....

4. Effective Date of Contract: As per the Notice to Proceed/letter, issued by the DoF, duly submitting the Performance Guarantee and on entering of the Contract Agreement.

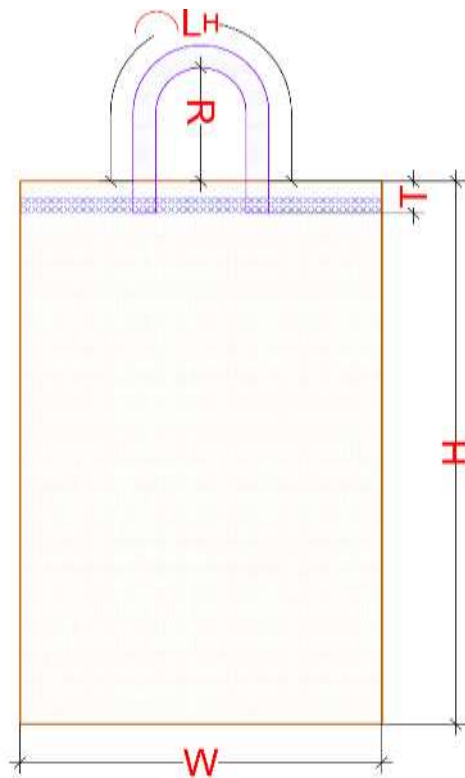
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written. For and on behalf of Department of Food, Civil Supplies and consumer Protection Madhya Pradesh.

[Authorized Representative of the Client – name, title and signature]

For and on behalf of [Name of Agency]

[Authorized Representative of the Agency – name and signature]

**Annexure M – Design and Drawing of Bag**



*ELEVATION*

**GRAIN BAG DIMENSIONAL DETAILS**

<b>Parameter</b>	<b>Notation</b>
Width	W
Height	H
Loop Handle	Lh
Loop Depth	R