REQUEST FOR PROPOSAL

FOR

"Selection of agency for procurement of Old Usable "B" Twill jute bags conforming to IS 16186:2014 specifications as amended upto date for packing of 50 kg foodgrain"

FOR

MARKFED, CHHATTISGARH

Chhattisgarh State Cooperative Marketing Federation Ltd.

6th Floor, Tower 'C', Commercial Complex, C.B.D.

Sector-21, Nava Raipur, Atal Nagar (C.G.) 492002

Ph. No. - 0771- 2425402

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RFP No.: 3667

Date: 28.10.2021

Issued by:

Managing Director

Chhattisgarh State Cooperative Marketing Federation Ltd.

Nava Raipur Atal Nagar

DISCLAIMER

All information contained in this Request for Proposal (RFP) Document is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP Document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Markfed, Chhattisgarh reserves the right to reject any or all of the proposals submitted in response to this RFP Document at any stage without assigning any reasons whatsoever. CG MARKFED also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Document response. CG MARKFED reserves the right to change/ modify/amend any or all of the provisions of this RFP Document. Such changes would be posted its website (www.markfed.cg.nic.in).

Neither CG MARKFED nor its 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 of restitution 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 RFP document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of CG MARKFED or their employees and bidder 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 the RFP Document process is confidential to CG MARKFED and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Notice inviting short-term e-tenders for procurement of Old Usable "B" Twill jute bags conforming to IS 16186:2014 specifications as amended upto date for packing of 50 kg foodgrain during KMS 2021-22 from various suppliers in India to different destinations of MARKFED in Chhattisgarh

The Chhattisgarh State Cooperative Marketing Federation Limited (MARKFED) invites e-tender for procurement of Old Usable "B" Twill jute bags conforming to IS 16186 : 2014 specifications as amended up to date for packing of 50 kg food grain during KMS 2021-22 from various suppliers in India to different destinations of MARKFED in Chhattisgarh.

The tender document containing eligibility criteria and other terms & conditions is available at Chhattisgarh Single e-procurement portal at https://eproc.cgstate.gov.in/ and MARKFED website www.markfed.cg.nic.in. The period of downloading of tender document & bid submission starts from **30.10.2021 at 5.00 PM and ends at 05.00 PM on 08.11.2021** through the e-procurement portal as mentioned above. The technical bids will be opened on **09.11.2021 at 11:00 AM** and financial bids of the technically qualified bidders will be communicated.

MARKFED reserves the right to reject any/all tenders without assigning any reason.

MANAGING DIRECTOR

DETAILED NOTICE INVITING TENDER

MARKFED invites e-tenders for procurement of Old Usable "B" Twill jute bags conforming to IS 16186: 2014 specifications as amended up to date for packaging of 50 kg food grain during KMS 2021-22 from various suppliers in India to different destinations of MARKFED in Chhattisgarh at MARKFED office Nava Raipur in single stage, two cover systems: -

Sr. No	Item	Approx. Quantity (In Nos.)	Earnest Money (in Rs.)	Tender Document Fee+ E-service Fee including GST (in Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Old Usable serviceable 'B-Twill' Jute Bags conforming to IS 16186:2014 specifications as amended upto date.	Two crore fifty Lakh bags (2,50,00,000)	Rs. 6,00,000 for minimum 10 lakh bags and beyond 10 lakh bags the bidder shall deposit EMD proportionately.	Rs. 5000	**30.10.2021** at 05:00 PM	08.11.2021 at 05:00 PM

Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. Technical Bid & Commercial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with the request to eligibility and qualification criteria prescribed in the Tender document. The Price Bid under the second cover shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. **The payment for Tender Document Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or in the form of BG/DD. Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of Govt. of Chhattisgarh and also mentioned under the Tender Document.**

2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website **https://eproc.cgstate.gov.in/** to be eligible to participate in the e-Tender. **He/ She will be required to make online payment of required**

EMD in due course of time or submit EMD in the form of BG/DD in hard copy.

3. The amount of Earnest Money Deposit (EMD) can be deposited by the eligible bidders online directly through online system or in the form of BG/DD at Markfed office.

Key Date

Sr. No.	Stage	Start Date and Time	Expiry dateand Time
1	Release of Tender	30.10.2021 05:00 PM	08.11.2021 05:00 PM
3	Opening of Technical Bid Envelope	09.11.2021 11:00 AM	-
4	Opening of Financial Bid	will be communicated	-

Important Note:

1) The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.

2) Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.

3) Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

1. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at https://eproc.cgstate.gov.in/

2. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal https://eproc.cgstate.gov.in/

GUIDELINES FOR e-TENDERING

1. Vendor / Bidder Registration on the e-Procurement System:

- All the Users / Bidders (Manufacturers / Operator s / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards /Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal https://eproc.cgstate.gov.in
- The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the procurement system
- Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.
- For more details, please visit https://eproc.cgstate.gov.in or call Toll free 1800 419 9140 or email helpdesk.eproc@cgswan.gov.in

2. Digital Certificates:

- The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.
- Note: It may take up to 7 to 10 working days for issuance of Class-II/Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.
- The bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.
- The digital certificate issued to the authorized user of an individual / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

3. Online Payment:

- As the bid is to be submitted only online, bidders are required to make online payment(s)of the Registration fee / Transaction or Service fees / Tender fee using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.

1 Beneficiary Name : CG. State Co-Operative Marketing Federation Ltd.

2 Beneficiary Bank :IDBI BANK

3 Branch :Naya Raipur

4 MARKFED Current A/c No. :2134104000000046

5 IFSC Code : IBKL0002134

4. Setup of User's Computer System:

- In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765, Internet explorer 9 / 11, latest Mozilla Firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also, internet connectivity should be minimum one MBPS.

5. Submit Online Bids:

- Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.
- The encrypted bid data of only those bidders who have submitted their bids within the stipulated date &time will be accepted by the e-Procurement system. It is expected that the bidder completes his bid ad submit within timeline, abider who has not submitted his bid within the stipulated date &time will not be available during opening.
- Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

6. Submission of Earnest Money Deposit (EMD):

- The bidders shall submit their Earnest Money Deposit (EMD) as mentioned in the Notice Inviting Tender (NIT)/ RFP. Bidders also have to upload scanned copy of Earnest Money Deposit instrument along with the reference details online.

7. Opening of Tenders:

- The concerned department official receiving the tenders, or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.
- The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

DETAILED TERMS AND CONDITIONS

1 Background

The Chhattisgarh State Cooperative Marketing Federation (MARKFED) is an Apex level Federation of Cooperative Marketing Societies in the State of Chhattisgarh. Chhattisgarh State Cooperative Marketing Federation Limited, Raipur (Registration No. 216 dated 31.10.2000) came into existence simultaneously with the creation of new Chhattisgarh State on 1st November 2000. Markfed executes the work of paddy procurement under Price Support Scheme and supply of chemical fertilizers and plant protection material to the farmers of the state as per the instructions of Government.

MARKFED intends to procure two crore fifty lakhs Old Usable 'B' Twill jute bags conforming to IS 16186:2014 specifications as amended up to date for packing of food grain during KMS 2021-22 from various suppliers in India. The supply of bags is required to be made at different destinations of MARKFED throughout Chhattisgarh State.

2 Earnest Money Deposit (EMD)/Security

i. The bidder shall be required to deposit Rs. 6,00,000 (Six Lakhs only) for a bid of minimum 10 lakh bags and for the bid beyond 10 lakh bags, the bidder shall deposit EMD proportionately.

Example:

Sr. No.	Bid Qty	Amount of EMD (in Rs.)
1	10 lakh	6,00,000
2	20 lakh	12,00,000
3	30 lakh	18,00,000
4	40 lakh	24,00,000
5	50 lakh	30,00,000
6	60 lakh	36,00,000
7	70 lakh	42,00,000
8	80 lakh	48,00,000
9	90 lakh	54,00,000
10	100 lakh	60,00,000

11	110 lakh	66,00,000
12	120 lakh	72,00,000
13	130 lakh	78,00,000
14	140 lakh	84,00,000
15	150 lakh	90,00,000
16	160 lakh	96,00,000
17	170 lakh	102,00,000
18	180 lakh	108,00,000
19	190 lakh	116,00,000
20	200 lakh	122,00,000
21	210 lakh	128,00,000
22	220 lakh	134,00,000
23	230 lakh	140,00,000
24	240lakh	146,00,000
25	250 lakh	152,00,000

ii. The EMD of a bidder lying with MARKFED in respect of other tender, if any, awaiting decision shall not be adjusted towards the bid security for this tender.

iii. The EMD of unsuccessful bidders shall be returned/ refunded as soon as possible after final decision on bids and after the contract with the successful bidder(s) is signed, however, MARKFED shall not be liable to pay any interest thereupon in any case.

iv. The successful Bidder shall be required to deposit security deposit @10% of the cost of supply order (including EMD) in favour of "The Chhattisgarh State Cooperative Marketing Federation Limited, Raipur(Chhattisgarh) in the form of BG/Demand Draft, as thecase may be within three days from the date of acceptance of bid, on which no interest shall be paid by MARKFED and which shall be retained by MARKFED till successful execution of the supply order.

3. The Security shall be refunded only after the successful execution of the supply order.

4. Eligibility Criteria

i. The firm/agency/company/cooperative society registered under Central Act/ Act of Chhattisgarh/ Companies Act, 1956/2013 or Indian Partnership Act, 1932.

ii. The bidder must have a valid PAN and GST registration certificate.

iii. Minimum turnover should be Rs. five crores (5,00,00,000) in any one of the two financial years i.e. 2020-21, 2019-20.

iv. The bidder should have supplied minimum 10 lakh jute bags to any Govt. Agency/ Department in last ten years. The bidder shall submit a certificate from the concerned Govt. Agency/ Department for successful supply of quality jute bags.

v. There should not be any criminal case pending against the participating bidder in any Court of Law.

vi. The bidder should not have been blacklisted by any of the Government/Semi-Government Department or PSU/Institution/Corporation/Federation and not connected to any firm who has been so blacklisted in the past five years.

vii. Scanned copy of relevant documents i.e. PAN Card, Valid Trade/Registration License, GST registration, Audited Balance Sheet of two years (2020-21 and 2019-20) from Chartered Accountant, etc. duly signed and stamped by the authorized representative of bidder along with an affidavit regarding non-black listing/non-prosecution as per **Annexure-C** shall be uploaded online on the portal along with other copies of documents as mentioned in the format of Technical Bid. No hard copy of Technical and Financial bid shall be accepted.

5. Specification of Old Usable 'B-Twill' Jute Bags

I. Old Usable 'B' Twill jute bags should conform to IS 16186:2014 specifications as amended upto date for packing of 50 kg food grain.

II. Old Usable 'B' Twill' Jute bags should be free from any mildew/fungal growth.

III. Old Usable 'B' Twill' Jute bags should be free from cuts, holes & tears, sun fading etc.

IV. Paddy when filled in the bag, it should not bleed out, i.e. there should not be any grain loss from the filled bag.

V. Seams of the bag should be intact, i.e. the seams of the filled bags should be intact after filling Paddy.

VI. Bag should not be repaired.

VII. Jute bag should not weigh less than 580 gms(Tolerance +8% and -6%) and should have a holding capacity of 50 kg, dimensions of 94 X 57 cms (L X W) (Tolerance +4 cm, -0 cm) As per 16186:2014 specifications as amended upto date BIS standards.

VIII. The gunnies meant for supply should be pest free, dust free, odor free of the pulses, grains packed earlier and free from any other foreign materials.

6. **Source of Stocks**

The stocks of Old Usable 'B' Twill jute bags conforming to IS 16186:2014 specifications amended upto date to be supplied to MARKFED should be sourced responsibly by the supplier. MARKFED shall not be responsible for any dispute arising on source of stocks supplied and the supplier shall bear complete responsibility in case of any such dispute.

7. Acceptance of the successful Bid and award of work

I. MARKFED, after considering the recommendations of the Committee, shall accept or reject the Bids.

II. A Bid shall be treated as successful only after the Competent Authority has approved that Bid.

III. As soon as a Bid is accepted by the Competent Authority, its written intimation shall be sent to the concerned bidder(s) by registered post or email.

8. Procuring entity's right to accept or reject any or all Bids

MARKFED reserves the right to accept or reject any bid without assigning any reason/ notice whatsoever and is not bound to accept the lowest bid. MARKFED also reserves the right to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without incurring any liability to the bidders.

9. Forfeiture of EMD/Security

The earnest money deposit/security shall be liable to forfeiture, without giving any notice and without prejudice to any other right or remedies of the MARKFED

underthe contract and law in the following cases:-

i. if the Bidder after submitting his Bid resiles from his offer and/or modifies the terms and conditions thereof in any manner.

ii. in the event of the Bidder's failure after the acceptance of his Bid to furnish the requisite security deposit by the due date.

iii. if the successful bidder fails to abide by the terms of the contract or does not complete the assignment as per the timelines.

iv. in case of any loss caused to MARKFED due to acts of omission/commission bythe successful bidder/Agency.

10. Other Terms and Conditions

1. All the instructions contained in the Tender document are important and required to be complied with.

2. The tender shall remain valid and open for acceptance for a period of 45 days from the last date of submission of tender.

3. The minimum quantity to be quoted by the bidder should not be less than 10,00,000 Old Usable 'B' Twill' jute bags conforming to IS 16184:2014 specifications as amended upto date for packing of 50 kg foodgrain during KMS 2021-22 and thereafter bid must be in the multiple of 1,00,000 bags.

4. The quantity of Two crore fifty lakh jute bags(2,50,00,000) can be increased/ decreased as per actual requirement of MARKFED at later stage.

5. MARKFED reserves the right to negotiate the rates with the bidder(s).

6. In case the L1 bidder would not have submitted bid for whole quantity of Two crore fifty lakh jute bags(2,50,00,000) bags, MARKFED reserves the right to purchase remaining quantity from the bidder(s) other than L1 bidder if bidder agrees to match L1 rate.

7. MARKFED shall not be liable to pay any loss/damages/liquidated damages in case the ordered quantity is reduced by MARKFED based on requirement or any other reason, whatsoever.

8. The successful bidder shall be required to supply 30% of the ordered quantity in 7 days and 40% in 15 days and remaining 30% in 25 days (inclusive of holidays) from the date of the supply order to the firm. No extension of time beyond the fixed time of supply will be granted for

supply of Old Usable50 kg jute bags beyond the specified date fixed.

9. In exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the MARKFED subject tothe following conditions:

   a) A penalty of Rs. 50/- (Rupees fifty only) will be imposed per bundle of 50 bags per day subject to maximum of Rs.500/- per Bundle for the quantity of Serviceable Old 50 kg Gunnies supplied after the due date fixed in the supply order.

   b) Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited besides blacklisting.

   c) In the event of failure by the successful bidder(s) MARKFED will be at liberty and also reserves the right to purchase the ordered quantity by calling tenders or through open Market the desired quantity through e-procurement portal to ensure uninterrupted supplies. In such circumstances the differential cost, transport charges, incidental recovered from the successful bidder(s). If the rate is cheaper, the benefit will not accrue to the supplier.

   d) MARKFED reserves the right to charge penalty as decided by the Managing Director, MARKFED or withhold payment for any unsatisfactory stocks supplied by the supplier(s) without prejudices to other rights andthe decision of the Managing Director, MARKFED will be final and binding on the supplier. The supplier(s) is liable to reimburse/ compensate MARKFED for any loss, damage, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach ofcontract.

   e) Notwithstanding anything contained in the terms and conditions of this tender the MD, MARKFED is the ultimate authority in deciding the recovery of penalty from the supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the MARKFED.

   f) In the event of failure by the bidder(s) at any stage of tender process, the EMD and Security Deposit or bills of supplied quantity will be forfeited and MARKFED may also proceed with blacklisting of the firm.

10. MARKFED may, if need be, undertake pre-dispatch inspection of stock by technical staff or any other agency (Quality Certification) entrusted for thatpurpose at the supplier's premises.

11. Supplier shall furnish a daily report to the District office and the Head office on supply of stocks truck wise and destination wise quantity delivered.

12. The successful suppliers should take adequate precautions to prevent damage or deterioration to Old Usable50 kg jute bags during transportation and shall have complete responsibility of the jute bags till its delivery at the designated location(s).

13. The rates should be quoted inclusive of all taxes and FOR destination. The successful suppliers should deliver at his cost the Old Usable50 kg Jute bags to the designated godown/mandi/purchase centre as per the supply order/ indent issued by H.O/ DMO of the concerned District of MARKFED.

14. MARKFED has all the rights to modify or reduce the required quantity at designated point or District before/during/after placing of order and the successful bidder shall have to supply the same without seeking any liquidated damages.

15. Stocks should be delivered in bundles having 50 jute bags each consisting of 50 kg capacity Jute bag as per specifications mentioned earlier.

16. At the time of delivery of stocks by the supplier(s), the stocks will be subject to quality check by the Officials of MARKFED. Random samples will be collected from the stocks supplied at designated unloading points at district level, which are subject to quality analysis. At the time of unloading, five bundles for every unloaded 100 bundles drawn randomly shall be inspected by the officials at the unloading point. In case of non conformity of supplied stocks to the above specified standards and defectives being found in random samples then the proportion of defectives shall be applied to the whole load and the defectives shall be booked as shortage by the unloading official. Further, if the rejection ratio is more than 10% then the entire load is to be rejected and a penalty of Rs.10,000/- shall be imposed for every rejected load. The decision of the DMO of MARKFED at the unloading points will be final and should not be disputed.

17. A dedicated representative of the supplier is to be present in every district especially at unloading points to ensure smooth supply and tackle any issues/disputes.

18. The Old Usable ‘B’ Twill’ Jute bags of 50 kg which conforms to specifications IS 16186:2014 amended upto date shall only be accepted. In case, if the supplied quantity is found not as per laid down specifications, the same will be rejected. It will be the sole responsibility of the supplier to collect the defective stocks and any unused stocks which are returned by the concerned Districts irrespective of quality from designated points/purchase centre/mandi at his own cost within 15 days.

19. In case of redressal of grievances of penalty imposed by MARKFED, the supplier can request to the Managing Director, The Chhattisgarh State Cooperative Supply and Marketing Federation Limited, Office, nava Raipur, Raipur, Chhattisgarh within 30 days of imposition of such penalty. The decision of Managing Director, MARKFED, Nava Raipur, Chhattisgarh shall be final in this regard.

20. The bidder will be governed by the laws of land for the time being in force in India and shall comply with or cause to be complied with all the rules and regulations enactments/laws made by the State Government and the Central Govt. from time to time.

21. The bidder shall have to execute all the work to the full satisfaction of the MARKFED directions for proper execution of the contract issued in this behalf by the District Manager, MARKFED or his representative or any other officerauthorized in this regard shall be binding on him.

22. Any attempt direct or indirect to cast influence negotiation on the part of the bidder(s) with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.

23. The tender documents shall only be uploaded online in electronic form in two covers. Each cover shall contain separately the “Technical Bid” and the “Financial Bid” in **Annexure-A** and **Annexure-B** respectively and

    Original not to be submitted manually. However, in case any document uploaded is not scanned properly and is not legible, the bidder(s) may be asked to manually submit hard copy.

24. The bidder shall quote the price/financial bid per bag inclusive of all taxes including GST in rupees in words as well as in figures. No cutting/over writing shall be allowed.

25. The Tender, which has not complied with one or more of the condition prescribed in the tender document, will be summarily rejected. The conditional tenders will also not be entertained and shall summarily be rejected.

26. The online financial bid in prescribed format of only those bidders shall be opened who qualify the technical bid.

27. MARKFED reserves the right to negotiate the rates. In case, the negotiated rates are not reasonable, MARKFED may cancel the tender in full or in part.

28. The jurisdiction of court in case of any dispute in between the procuring entity and the bidder will be at Raipur, Chhattisgarh.

29. Any corrigendum and addendum will be displayed only on websites DMO www.markfed.cg.nic.in and www.eproccg.gov.in

11. Terms of Payment

i. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, a payment of 80% will be released by the MARKFED to the suppliers for the acknowledged quantity within a week on submission of bills with relevant documents to the District Manager, MARKFEDconcerned. As per the procedure stipulated the amount will be transferred to respective Bank Account of the suppliers. Further the balance paymentshall be released after the completion of procurement period and non- receipt of quantity and quality complaint.

ii. No interest will be paid by MARKFED in case the payment is delayed due to any reason.

iii. The payment will be processed based on the accepted quantity at the designated location, quality report by the MARKFED Officer/ Official and is subject to any standard deductions as applicable.

iv. The supplier shall submit the following documents giving delivery of the consignment to the respective District Office of the MARKFED:

a) Commercial invoice along with receipt of MARKFED officer/official.

b) Electronic Weighbridge Receipts at loading/unloading point (if electronic weigh bridge facility is available at unloading point)

12. Liquidated Damages

a. MARKFED shall be open to recover from the Supplier any damages caused to the MARKFED due to any act of the Supplier or his employees/ manpower/ workmen.

b. In case of failure of Supplier to provide timely and successful delivery of goods resulting in damage/loss to MARKFED, the Supplier shall be liable to compensate such losses suffered by the MARKFED, without prejudice to right of MARKFED to initiate other legal proceedings.

13. MARKFED's Decisions and Instructions

Except where otherwise specifically stated, the MARKFED's decision shall be binding on the bidder. The bidder shall carry out all instructions of MARKFED pertaining to the services and comply with the applicable laws.

14. Sub-Contracting

This is non-transferable contract. Subletting of the work or part of work is not allowed under any circumstances.

15. Fore-Closure

MARKFED reserves the right to increase/decrease the quantity allotted to the Supplier or to foreclose the contract without assigning any reason. In such case, the bidder will not be entitled to any compensation.

16. Arbitration

The disputes, if any, arising between the Supplier and MARKFED shall be resolved amicably, failing which it shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the Managing Director, MARKFED, as per the relevant provisions under Arbitration and Conciliation Act, 1996 and his decision shall be binding on both the parties. The Civil Court shall have nojurisdiction in case of dispute between the parties.

Annexure-A

FORMAT OF TECHNICAL BID

Sr. No.	Particulars		
	Name of Bidder		
	Complete Address		
	Email ID		
	Website, if any		
	Phone Nos./Mobile No.		
	Contact Person Name Designation Phone No./Mobile No E-mail address		
1	Details of EMD		RTGS/BG/DD No. Date: Amount: Bank:
2	Details of cost of Tender document (Rs. 5000)		RTGS/BG/DD No. Date: Amount: Bank:
3	No. of Old Usable 'B-Twill' bags applied for (The minimum quantity to be quoted by the bidder should not be less than 10,00,000 Old Usable 'B' Twill jute bags conforming to IS 16184:2014 specifications asamended upto date for packing of 50 kg food grain during KMS 2021-22 and thereafter bid must be in the multiple of 1,00,000 bags.)		_____
4	PAN Card No. (Enclose copy)		Enclosed/Not enclosed

5	Firm/ agency/ company/ cooperative society registered under Central Act/ Act of Chhattisgarh / Companies Act, 1956/2013 or Indian Partnership Act, 1932 (Enclose Registration Certificate).	No. Date: Registering Authority:
6	Good & Services Tax Registration (Enclose copy)	No. Date:
7	Undertaking regarding non-black listing as per Annexure- C	Enclosed/Not enclosed
8	CA Audited Balance Sheet and P&L Statement for the Financial Year 2020-21 and 2019-20	Enclosed/Not enclosed
9	A certificate from the concerned Govt. Agency/ Department (at least two district Heads of the said Agency/ Department)for successful supply of quality 10 lakh jute bags.	Enclosed/Not enclosed
10	Affidavit to the effect that any criminal case is not pending against the bidder in any Court of Law	Enclosed/Not enclosed
13	Copy of Tender Documents duly signed at each page	Yes / No
14	Whether all the documents enclosed have been self-attested by the bidder?	Yes / No

I/we hereby state that:-

1. I/we have read all the schedules, appendices, annexure to the tender document, terms & conditions carefully.

2. This technical bid contains page No.____ to ____. I/ we have signed each & every page.

3. I/ we hereby verify that all the details and documents given above and attached with this technical bid are true to the best of my/our knowledge and belief. If any, discrepancy is found at a later stage or if any information/ document submitted is found to be incorrect/ false, our Bid is bound to be rejected and we will be liable for any action as a result thereof. I/ we understand that the above technical qualifications are minimum and will have to be fulfilled by me/ us to be eligible to participate in the price bid.

4. I/we hereby agree to abide by all the terms & conditions laid down in the e-tender document.

Signatures: .....

Seal/ Stamp :

Full Name of the authorized signatory : .....

Designation of the signatory :……

Contact No. of signatory :……..

E-Mail ID of signatory : .....

Annexure-B

'FORMAT OF FINANCIAL BID'

(To be submitted online)

I/We hereby quote following rates of Old Usable'B-Twill' Jute bag inclusive of all taxes (GST etc.) FOR destinations of MARKFED in Chhattisgarh:

Rates in Figures

Rupees……Paise ..... only **Per Bag**

Rates in Words

Rupees……..…and Paise..... only **Per Bag**

Quantity offered in number of bags……

(The rates should be quoted inclusive of GST etc. FOR destination in **Rs. Per Bag)**

Signature of Bidder/Authorized Signatory

Full name of Bidder/ Signatory

Annexure-C

AFFIDAVIT

(To be furnished on non-judicial stamp paper of Rs. 100/- duly notarized/attested by the Executive Magistrate)

I/We …… son/daughter/wife of Sh. ……

Director(s)/Partner(s)/Proprietor of ……..……..……... (name of Company/Firm/Agency/Cooperative Society) do hereby solemnly affirm, declare and undertake as under:-

1. That I shall abide by all the provisions of all Acts/Laws/Rules as are applicable in supply of goods involved.

2. That I understand that I have to provide quality goods during the whole term of contract as per the terms and conditions.

3. That no criminal proceedings are pending against_____ (name of firm/company/society) in any court of the law.

4. That …… (name of firm/company/society) or any of its partner(s) or share holder(s) or Directors, any other person directly or indirectly connected with or having any subsisting interest in business of my/our firm is not black-listed by any Central/ State government/ Union Territory/ Department/ Office/ Statutory Body/ Autonomous Organization and not prosecuted by any court of law.

DEPONENT

Place: ……

Dated: ……

VERIFICATION

Verified that contents of above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been kept concealed there from.

Place: …… **DEPONENT**

Dated: ……