



SINCE 1986
HAFED

**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**

CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)

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Web-site: www.hafed.gov.in

Notice inviting short-term e-tenders for procurement of once-used serviceable “B” Twill jute bags conforming to IS 16186:2014 specifications as amended upto date for packing of 50 kg foodgrain during RMS 2021-22 from various suppliers in India to different destinations of Hafed in Haryana

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites e-tender for procurement of once-used serviceable “B” Twill jute bags conforming to IS 16186 : 2014 specifications as amended upto date for packing of 50 kg foodgrain during RMS 2021-22 from various suppliers in India to different destinations of Hafed in Haryana.

The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <https://etenders.hry.nic.in> and Hafed website www.hafed.gov.in. The period of downloading of tender document & bid submission starts from **03.04.2021 at 5.00 PM and ends at 01.00 PM on 07.04.2021** through the e-procurement portal as mentioned above. The technical bids will be opened on **07.04.2021 at 02:00 PM** and financial bids of the technically qualified bidders will be opened on **08.04.2021 at 11:00 AM** at Hafed Corporate Office, Sector-5, Panchkula.

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

MANAGING DIRECTOR

DETAILED NOTICE INVITING TENDER

Hafed invites e-tenders for procurement of once-used serviceable “B” Twill jute bags conforming to IS 16186 : 2014 specifications as amended upto date for packaging of 50 kg foodgrain during RMS 2021-22 from various suppliers in India to different destinations of HAFED in Haryana at Hafed Corporate Office, Panchkula 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.	Once-used serviceable ‘B-Twill’ Jute Bags conforming to IS 16186:2014 specifications as amended upto date.	One crore bags	Rs. 6,00,000 for minimum 10 lakh bags and beyond 10 lakh bags the bidder shall deposit EMD proportionately.	Rs. 5900/- Rs. 1180/- Rs. 7080/-	03.04.2021 at 05:00 PM	07.04.2021 at 01:00 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 and Processing 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 OTC Please refer to ‘Online Payment Guideline’ available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.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. The intended parties fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.

3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates **and make payment via RTGS/ NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>**
4. The interested bidders shall have to pay mandatorily Processing Fee of Rs 1180/- and document fee of Rs. 5900/- (Non refundable) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
5. The amount of Earnest Money Deposit (EMD) can be deposited by the eligible bidders online directly through online system.
6. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

Key Dates

Sr. No.	Stage	Party Stage	Start Date and Time	Expiry date and Time
1	Release of Tender	-	03.04.2021 05:00 PM	07.04.2021 01:00 PM
2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online Bid and deposit of EMD	03.04.2021 05:00 PM	07.04.2021 01:00 PM
3	Opening of Technical Bid Envelope		07.04.2021 02:00 PM	-
4	Opening of Financial Bid		08.04.2021 11:00 AM	-

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.

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> Please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and

also keep the copies at safe place under proper security (for its use in case of emergencies).

- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7 In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - **<https://etenders.hry.nic.in>** The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4. 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://etenders.hry.nic.in>

5. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

6. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7. Online Payment of Tender Document Fee, Processing fee & EMD fees & Bid Preparation & Submission (Technical & Commercial/Price Bid):

7.1 Online Payment of Tender Document Fee + Processing fee: The online payment for Tender document fee, Processing Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and Processing Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

7.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-Procurement website <https://etenders.hry.nic.in> and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Document to be submitted / uploaded for Technical bid under online Technical Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.
- (iii) **FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)**

8. ASSISTANCE TO THE BIDDERS

For queries on Tenders Haryana Portal, Kindly Contact
Note: Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject shiel emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority.

[Tel:-0120-4200462](tel:0120-4200462),[0120-4001002](tel:0120-4001002)

Mobile: 88262-46593

Email:-support.etender@nic.in

For any technical related queries please call at 24x7 Help Desk number
0120-4001002,0120-4200462,0120-4001005,120-6277787

For support related to Haryana Tenders in addition to help desk you may also contact on email ID eproc.nichry@yahoo.com, [Tel:0172-2700275](tel:0172-2700275)

Timing:

Technical support assistance will be available over telephone Monday to Friday (9:00 am to 5:30 pm) (Helpdesk Support in team shall not be contracted for online bidding on behalf of the contractors).

Note: Contact e-Procurement helpdesk on or before prior to 4 hours of the scheduled closing date and time of respective e-tendering event. Also, for queries related to e-payment of EMD kindly contact the helpdesk at least two days prior to closing date and time of the respective event.

Intended bidders mandatorily required to register their queries if there is any pertaining to the online bidding and the single e-Procurement portal at email address:- <https://etenders.hry.nic.in>

NOTE:-

Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>

(Online Payment Guidelines)

Guideline for Online Payments at e-Procurement Portal of Government of Haryana.

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Bidder would have following options to make payment for tender document fee + Processing fee & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT or Over The Counter (OTC)

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows:

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal.
- (ix) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp.
- (x) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows:

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.

- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.
- (xi) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database alongwith the date and timestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

This solution shall also allow the bidder to make the EMD payment via RTGS/NEFT this shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.

Using this module, bidder would be able to pay from their existing bank account through RTGS/NEFT. This would offer a wide reach for more than thousands bank branches and would enable the bidder to make the payment from almost any bank branch across India.

1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.
2. Upon doing so, the e-Procurement portal will redirect the bidder to a page where it will generate a Challan.
3. This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC code each.

RTGS / NEFT Payment Procedure

The bidder shall be required to take a print of the challan and make the RTGS/ NEFT on the basis of the virtual account number period on the challan. This provision will ensure that number confidential details regarding the bidder or tender are disclosed to the bank while remitting the RTGS/NEFT.

The bidder would remit the fund at least one day in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mention in the challan. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Department/ PSUs Escrow Security Deposit account post validating the first part of the beneficiary account number, i.e., the client code only, In case of validation of client code is not successful, the bank shall return the fund and not credit the Techprocess intermediary Department/PSUs Escrow Security Deposit A/c.

D) Over the Counter (OTC)

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is <=₹49,999), Demand Draft or SBI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The bidder chooses the bank account number for refund of the amount.
- (iii) Bidder clicks on “Continue” Button.
- (iv) The e-Procurement portal displays the details of payment. The Bidders click on “PrintChallan” and print the OTC Challan.
- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs. 49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e-Procurement portal prior to accepting the payment.
- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from e- Procurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.
- (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as “verification successful” in e-Procurement Portal, when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting the tender.

DETAILED TERMS AND CONDITIONS

1. Background

The Haryana State Cooperative Supply and Marketing Federation Limited (hereinafter referred as 'HAFED') is the largest cooperative federation in the State of Haryana serving the interest of farmers and people of Haryana since 1966. The Federation is engaged in the procurement of food grains, oil seeds and pulses as per the policies of the State Government and the Government of India.

HAFED intends to procure one crore once-used serviceable 'B' Twill jute bags conforming to IS 16186:2014 specifications as amended upto date for packing of food grain during RMS 2021-22 from various suppliers in India. The supply of bags is required to be made at different destinations of Hafed throughout Haryana 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

- ii. The EMD of a bidder lying with HAFED 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, HAFED 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 Haryana State Cooperative Supply and Marketing Federation Limited, Panchkula (Haryana) through electronic mode (RTGS/NEFT) or in the form of Demand Draft, as the case may be within three days from the date of acceptance of bid, on which no interest shall be paid by HAFED and which shall be retained by HAFED 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 Haryana/ 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. 4.00 crore in any one of the two financial years i.e. 2018-19, 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 (atleast two district Heads of the said 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 (2018-19 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 Once-used serviceable 'B-Twill' Jute Bags

- I. Once-used serviceable 'B' Twill jute bags should conform to IS 16186:2014 specifications as amended upto date for packing of 50 kg food grain.
- II. Once-used serviceable 'B' Twill' Jute bags should be free from any mildew/fungal growth.
- III. Once-used serviceable 'B' Twill' Jute bags should be free from cuts, holes & tears, sunfading etc.
- IV. Wheat 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 wheat.
- VI. Bag should not be repaired.

- VII. Jute bag should not weigh less than 580 gms and should have a holding capacity of 50 kg wheat, dimensions of 94 X 57 cms (L X W).
- VIII. The gunnies meant for supply should be pest free, dust free, odour free of the pulses, grains packed earlier and free from any other foreign materials.

6. Source of Stocks

The stocks of once-used serviceable 'B' Twill jute bags conforming to IS 16186:2014 specifications amended upto date to be supplied to HAFED should be sourced responsibly by the supplier. HAFED 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. Hafed, 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

HAFED reserves the right to accept or reject any bid without assigning any reason/ notice whatsoever and is not bound to accept the lowest bid. HAFED 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 HAFED under the 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 Hafed due to acts of omission/commission by the 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 once-used serviceable 'B' Twill' jute bags conforming to IS 16184:2014 specifications as amended upto date for packing of 50 kg foodgrain during RMS 2021-22 and thereafter bid must be in the multiple of 1,00,000 bags.
4. The quantity of one crore jute bags can be increased/ decreased as per actual requirement of Hafed at later stage.
5. Hafed 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 one crore bags, Hafed reserves the right to purchase remaining quantity from the bidder(s) other than L1 bidder.
7. Hafed shall not be liable to pay any loss/damages/liquidated damages in case the ordered quantity is reduced by Hafed based on requirement or any other reason, whatsoever.
8. The successful bidder shall be required to supply 50% of the ordered quantity in 7 days and 100% in 12 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 once-used 50 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 HAFED subject to the 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) HAFED 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 charges and other excess expenditure, if any, will be recovered from

the successful bidder(s). If the rate is cheaper, the benefit will not accrue to the supplier.

- d) HAFED reserves the right to charge penalty as decided by the Managing Director, HAFED or withhold payment for any unsatisfactory stocks supplied by the supplier(s) without prejudices to other rights and the decision of the Managing Director, HAFED will be final and binding on the supplier. The supplier(s) is liable to reimburse/ compensate HAFED for any loss, damage, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
 - e) Notwithstanding anything contained in the terms and conditions of this tender the MD, HAFED 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 HAFED.
 - 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 HAFED may also proceed with blacklisting of the firm.
- 10. Hafed may, if need be, undertake pre-dispatch inspection of stock by technical staff or any other agency (Quality Certification) entrusted for that purpose 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 through email at hafedgmproc@gmail.com.
 - 12. The successful suppliers should take adequate precautions to prevent damage or deterioration to once-used serviceable 50 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 once-used 50 kg Jute bags to the designated godown/mandi/purchase centre as per the supply order/ indent issued by H.O/ District Manager of the concerned District of Hafed.
 - 14. Hafed 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 Hafed. 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 bundle 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 District Manager of Hafed 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 once-used serviceable '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 Hafed, the supplier can request to the Managing Director, The Haryana State Cooperative Supply and Marketing Federation Limited, Corporate Office, Sector-5, Panchkula, Haryana within 30 days of imposition of such penalty. The decision of Managing Director, Hafed, Panchkula, Haryana 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 HAFED directions for proper execution of the contract issued in this behalf by the District Manager, HAFED or his representative or any other officer authorized 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. HAFED reserves the right to negotiate the rates. In case, the negotiated rates are not reasonable, HAFED 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 Panchkula, Haryana.
29. Any corrigendum and addendum will be displayed only on websites www.hafed.gov.in and www.etenders.hry.nic.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 HAFED to the suppliers for the acknowledged quantity within a week on submission of bills with relevant documents to the District Manager, Hafed concerned. As per the procedure stipulated the amount will be transferred to respective Bank Account of the suppliers. Further the balance payment shall be released after the completion of procurement period and non-receipt of quantity and quality complaint.
- ii. No interest will be paid by Hafed 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 Hafed 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 HAFED:
 - a) Commercial invoice alongwith receipt of Hafed officer/official.
 - b) Electronic Weighbridge Receipts at loading/unloading point (if electronic weigh bridge facility is available at unloading point)

12 Liquidated Damages

- a. Hafed shall be open to recover from the Supplier any damages caused to the HAFED 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 Hafed, the Supplier shall be liable to compensate such losses suffered by the HAFED, without prejudice to right of HAFED to initiate other legal proceedings.

13 HAFED's Decisions and Instructions

Except where otherwise specifically stated, the HAFED's decision shall be binding on the bidder. The bidder shall carry out all instructions of Hafed 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

Hafed 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 HAFED shall be resolved amicably, failing which it shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the Managing Director, HAFED, 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 no jurisdiction in case of dispute between the parties.

FORMAT OF TECHNICAL BID

Sr. No.	Particulars	
	Name of Bidder	
	Complete Address	
	Email ID	
	Website, if any	
	Phone Nos./Mobile No.	
	<u>Contact Person</u> Name Designation Phone No./Mobile No E-mail address	
1	Details of EMD	RTGS No. Date: Amount: Bank:
2	Details of cost of Tender document (Rs. 5900/-) + E-service Fee (1180/-)	RTGS No. Date: Amount: Bank:
3	No. of once-used 'B-Twill' bags applied for (The minimum quantity to be quoted by the bidder should not be less than 10,00,000 once-used serviceable 'B' Twill jute bags conforming to IS 16184:2014 specifications as amended upto date for packing of 50 kg foodgrain during RMS 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 Haryana / 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 2018-19 and 2019-20	Enclosed/Not enclosed
9	A certificate from the concerned Govt. Agency/ Department (atleast 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, annexures 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 in a separate cover)

I/We hereby quote following rates of Once-used ‘B-Twill’ Jute bag inclusive of all taxes (GST etc.) FOR destinations of HAFED in Haryana:

Rates in Figures

Rupees.....Paise.....only **Per Bag**

Rates in Words

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

(The rates should be quoted inclusive of GST etc. FOR destination in **Rs. Per Bag** in figures as well as in words. There should be no cutting/overwriting in the price bid.)

Signature of Bidder/Authorized Signatory

Full name of Bidder/ Signatory

AFFIDAVIT

(To be furnished on non-judicial stamp paper of Rs. 10/- 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 therefrom.

Place:

DEPONENT

Dated: