

## TERMS AND CONDITIONS FOR THE PURCHASE OF 50 KG NEW 'B' TWILL LIGHT WEIGHT JUTE BAGS

### 1. SUBMISSION OF TENDER DOCUMENT:

The tenderer who are manufactures/suppliers of gunny bags in India alone are entitled to participate in the tender. The tender should be uploaded in two parts. Tenders should be uploaded in the prescribed format duly digitally signed by the tenderer through duly authorized representative. The part I cover should accompany the following documents:-

- (i) Earnest money of Rs. 50,00,000/- (Rupees Fifty Lakh only) to be paid online.
- (ii) Tie up with manufacturer in case of supplier in the form of agreement clearly mentioning the obligation of supply the Jute Bags under this tender shall be uploaded. The manufacturer with whom agreement has been entered into by the supplier must fulfill all the technical eligibility criteria specified in the tender and as well as abide by the terms and conditions of the tender- (the documents of manufacturer regarding technical qualification requirements as well as supplier must be attached).
- (iii) Copy of the gunny manufacturing license valid upto date.
- (iv) Copy of BIS license for manufacturing of gunny bags valid upto date.
- (v) Copy of Certificate of Registration as a firm / Company /Society.
- (vi) Copy of valid GST number in the name of bidding firm/ Company / Society.
- (vii) Documentary evidence for having successfully executed orders to State Government Organization to whom supplies of Gunny bags / bales have been made in the past three years (2020-21 to 2022-23). The bidder should have supplied same or similar Category bales not less than 5000 bales at least one of the above three years.
- (viii) Annual turnover statement for the three financial years covering from 2020-21 to 2022-23 duly certified by the CA alongwith UDIN. Tenderer shall have an average annual turnover not less than Rs. 40 Crore.
- (ix) Documentary evidence in support of manufacturing capacity. The manufacturer / suppliers should have manufacturing capacity of 10000 bales per annum.
- (x) Certificate for not having blacklisted either by any Government undertaking in the format given in **Annexure-'I'** duly attested by the Tenderer.
- (xi) Declaration duly signed by the Tenderer in the **Annexure-II**.
- (xii) Tender conditions in original duly signed by the Tenderer on each page including the specifications agreeing to abide by the various terms and conditions as stipulated by Hafed along with the seal of the company.
- (xiii) The Tenderer should submit not less than sixteen samples (16) of gunny bags (IS 16186:2014 as amended upto date), duly stenciled in indelible ink

- branded with the name of the jute mills, confirming to latest BIS specifications IS 16186:2014 as amended upto date before the opening the technical bid in the Office of The Haryana State Cooperative Supply & Marketing Federation Limited, Hafed Corporate Office, Sector 5, Panchkula (Haryana).
- (xiv) Other documents if any mentioned in terms and conditions.
  - (xv) Checklist in **Annexure-‘D’** for the list of documents enclosed. The documents shall be serially arranged in the order of Check list and uploaded.

**2. OPENING OF TENDER:**

Bids uploaded / submitted up to 11:00 AM on 27.03.2023 on GeM Portal will be taken up for opening. Technical bids will be opened by the Committee at 11:30 AM on 27.03.2023 in the presence of the available Tenderers/ representatives of the organization who are present. Financial bid (Part-II) submitted by the Tenderer, who qualify the Technical eligibility criteria laid down by HAFED in Part I will be opened in the office of The Haryana State Cooperative Supply & Marketing Federation Limited Hafed Corporate Office, Sector 5, Panchkula (Haryana) in the presence of the Tenderers / Representatives of the organization, who wish to be present. The date and time of opening of financial bid will be intimated later on.

**3. OTHER CONDITIONS:**

- (i) The gunny samples produced by the Tenderer should confirm to BIS specifications as per IS 16186:2014 as amended upto date.
- (ii) Every page of the tender documents including specifications should be signed in token of having accepted as the tender conditions and uploaded in Part-I of bid.
- (iii) The Managing Director, The Haryana State Cooperative Supply & Marketing Federation Limited reserves the right to accept or reject any tender without assigning any reason thereof and the same shall not be questioned on any ground, whatsoever. The Hafed reserves the right to place orders with more than one tenderer at the lowest approved rate.
- (iv) The Managing Director, Haryana State Cooperative Supply & Marketing Federation Limited reserves the right to vary the quantity finally ordered, from the requirement indicated in the tender documents. The tenderer shall have no contractual right to seek any definite number of bales / gunnies to be permitted for supply.
- (v) The person or persons signing the tenders shall state the capacity in which he she / they/ is/ are signing the tender. If an individual makes any tender, it shall be signed with his full name and address. If it is made by a firm it shall be signed by all the partners of the firm or by a partner of the firm duly empowered or authorized to do so, for which the authorization / Power of Attorney should also be enclosed.

- (vi) If any tender is made by a Corporation / Company/ Co-operative society, it shall be signed by a duly authorized person, who shall produce with his tender satisfactory evidence of such authorization. Such tendering Corporation / Company/ Co-operative society shall furnish evidence of its corporate existence before the contract is executed.
- (vii) Either the Tenderer or the persons duly authorized by the tenderer alone will be allowed to be presented at the time of opening the tender / Negotiation.
- (viii) If there are variations between the price quoted in figures and words, the lowest of the two will be adopted.
- (ix) Bids specifying additional terms and conditions or proposing modifications to tender conditions will be treated as conditional bid and will be summarily rejected.

**4. MINIMUM OFFER QUANTITY:**

Bids/offers for quantity should not be less than 5,000 bales.

**5. VALIDITY OF OFFER:**

Tenderer shall keep their offer valid upto 30.04.23. The Tenderer should not quote any other date for validity of their offer. Tenderers quoting any other validity date are liable to be summarily rejected.

**6. EVALUATION OR PRICE:**

The Rates should be quoted on the basis of "FOR destination".

The Tenderer shall quote the rates for One Bales (B-Twill Light Weight Jute Sacking bags for packing 50 Kg Food grains) strictly in the ONLINE SHEET on GeM Portal as under:-

- a). FOR Haryana (inclusive of all charges Brandling, Sampling, Testing, Handling Insurance, Transportation Up to various destinations in Haryana)
- b). Others (if any) (Head-wise details should be furnished covering all aspects).
- c). Inclusive of GST.

The evaluation of the lowest price will be determined on the basis of the rates offered by the tenderers for the above item. Tenderers are requested to quote the prices in the Financial bid keeping in view the latest prices of 50 Kg New "B"-Twill Light Weight Jute Sacking Bags.

The weight per 50 Kg. Capacity Light weight Jute sacking for packing Food grains will be adopted at 580 grams irrespective of the fact whether the gunnies delivered are with overhead stitches and Herackle stitches. Unloading charges for the supply of gunnies in the State of Haryana at destination points shall be borne by the respective agencies.

## **7. SELECTION OF TENDERER:**

Since the proposed quantity to be procured is much in excess of quantity that can normally be supplied by limited number of sellers (say 2 or 3 sellers), following procedure will be adopted after processing of bids:

- i. After bid opening, buyer would conduct technical evaluation of bids and mark respective bids as technically qualified or dis-qualified.
- ii. After technical evaluation, buyer would open the Price Bids of technically qualified bidders and declare the L1 bidder, who has offered the lowest price.
- iii. Financial evaluation of bids would be done to arrive at/decide most acceptable/reasonable price, which will be offered to L1 bidder.
- iv. Once seller accepts the same, such reasonable price would be declared as final L1 rate and offered to all eligible sellers.
- v. After obtaining the consent of the eligible sellers, supply order/indents will be issued by Hafed.
- vi. Hafed does not guarantee any minimum quantity, which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective agency.
- vii. Qualified seller is bound to supply the ordered quantity at the designated procurement centers spread across the districts.

## **8. EARNEST MONEY DEPOSIT (EMD):**

- (i) The tenderers should furnish Earnest Money Deposit of Rs. 50,00,000/- (Rupees Fifty Lakh only) to be paid online. In the case of successful tenderers, the Earnest Money Deposit shall be adjusted towards the Security Deposit to be payable only on their written request. The Earnest Money Deposit will not carry any interest.
- (ii) In case of unsuccessful tenderers, the Earnest Money Deposit will be refunded within 30 days from the date of finalization of the Tender and no interest would be paid on the EMD deposit.
- (iii) The amount remitted towards Earnest Money Deposit is liable to be forfeited, in case the tenderer resiles from their offer after submission of the tender or after the acceptance of the offer by Hafed.

## **9. SECURITY DEPOSIT (SD):**

The successful tenderer shall remit Security Deposit of 5% (Five percent) of the total cost of the quantity ordered for supply, within 3 (Three) days (exclusive of day of communication ) from the date of receipt of the first communication of acceptance of the tender by email/Fax/letter from HAFED, Haryana, by means of demand draft /performance Bank Guarantee or Fixed Deposit drawn in favour of "The Haryana State Cooperative Supply & Marketing Federation Ltd." obtained from any Nationalized bank/ Scheduled Bank payable at Panchkula. The value of each new gunny bag be

considered based on the L– I rate arrived at from this tendering process. No Cheque will be accepted. In the case of successful tenderers, the Earnest Money Deposit shall be adjusted towards the Security Deposit payable by the tenderer on their written request. If the Security Deposit is not paid within the time specified, the Earnest Money remitted by the tenderer shall be forfeited. Besides, The HAFED shall be entitled to recover the consequential loss if any sustained by the corporation from the tenderer due to purchase made in re-tender or through other sources. The Security Deposit will be refunded only after satisfactory completion of the supply of the entire ordered quantity and till replacement of the rejected gunnies and shortage noticed if any. The Security Deposit shall not carry any interest.

**10. AGREEMENT:**

The successful tenderer shall execute a separate agreement for the supply of the accepted number of 50 Kg New “B” Twill Light Weight Jute Bales/ Gunny bags as per the terms and conditions as mutually agreed to in stamp paper of value as per law prescribed within three days from the date of remittance of Security Deposit. In the event of failure to execute the agreement within the time prescribed, the Security Deposit amount remitted by the tenderer shall be forfeited. Further Hafed, reserves the right to collect the consequential loss if any sustained by Hafed from the tenderer and the tenderer is bound to pay the same on demand. The agreement should be signed in the office of The Haryana State Cooperative Supply & Marketing Federation Limited in the presence of the Tender accepting authority or his authorized representative.

**11. SPECIFICATIONS OF B- TWILL LIGHT WEIGHT JUTE SACKING BAGS FOR PACKING 50 KG FOODGRAINS:**

The tenderer should supply 50 Kgs B-Twill Light Weight Jute Sacking for packing food-grains strictly conforming to the specification as prescribed by the BIS (IS 16186:2014) as amended up to date as indicated in **Annexure-A** (Table-I) to this tender document. Tenderer should ensure supply of quality gunnies. The sample gunnies produced by the tender at the time of tender may be tested through BIS laboratory reputed BIS/NABL accredited analytical laboratory for conformity of the specification. After issuance of purchase order, the New Bale of 50 Kgs B-Twill Light weight Jute Sacking for packing foodgrains which conform to the specifications as fixed in the **Annexure- A** will alone be accepted. In case, if the 50 Kg capacity B-Twill Light weight Jute Sacking for packing foodgrains supplied are found not conforming to the fixed specifications, the same will be rejected at the unloading points. The tenderer should take back such rejected gunnies immediately at their own cost.

Supplier shall communicate the dispatch date and quantity to Hafed in advance. Inspection of the samples of the 50 Kgs B-Twill Light Weight Jute Sacking for packing of food grains will be got conducted by tenderer from the JCI/GeM empanelled inspection

agency in presence of Hafed's officials at unloading points for analysis at a reputed Lab/agency. If the analysis report reveals that the samples are not conforming to BIS specification, full value cut will be imposed for that consignments in which samples were tested. The decision of the quality control staff at the unloading points in Haryana with regard to conformity of the specification criteria is final and the tenderer should accept the same without raising any dispute. The Managing Director, Haryana State Cooperative Supply & Marketing Federation Limited reserves the right to verify the quality and quantity of the gunnies through the Quality Control staff of Hafed in Haryana available at the unloading points and the gunnies which are conforming to the BIS specification alone will be accepted and the other gunnies will be rejected. The tenderer should accept the same without raising any dispute.

**12. BRANDING & MARKING:**

Mandatory branding and marking on gunny bags/bales as per IS 16186:2014 ( as amended upto date) and as per the notification No.CG-DL-E-04022020-215906 dated 15.01.2020 under reference No. S.O. 533 (E) issued by the Jute Commissioner, Ministry of Textile, Government of India or as per any other statutory provisions of law shall be necessary.

**13. SOURCE OF SUPPLY:**

Supply shall be taken only from manufactures/suppliers of Light weight Jute Sacking Bags for packing of foodgrains in India. All bales should bear ISI marking before dispatch. Only new gunnies made of Jute of Indian origin and manufactured in India should be supplied. An under taking would be submitted by tenderer to this effect that the gunnies are new and are made of jute of Indian origin and made in India. The tenderer shall be responsible for quality and timely supply of gunnies to HAFED at prescribed destinations. The supplier will have to disclose the manufacture (s) in India from whom the supplier has arranged the gunny bales against each consignment of bales accompanied by supporting documents.

**14. INSPECTION OF GUNNIES AT THE UNLOADING POINTS:**

HAFED will get the gunnies inspected through the approved empanelled agencies with JC/GeM at the unloading points of the successful tenderers to ensure that the gunnies supplied are in conformity with the specification prescribed by the BIS. Outcome of the final inspection at site of the concerned destination will be binding on the tenderer. In case of delay in sending communication by the tenderer, the purchaser reserve right to impose penalty to collect liquidated damages as indicated in **clause-21** of this tender condition.

## **15. TRANSIT INSURANCE:**

The B-Twill light weight gunnies dispatched should be covered under the transit insurance upto the delivery at the destinations of HAFED. Hafed will not be responsible for any loss or damage during transit. It is the sole responsibility of the supplier to prefer claims with the Insurance Company for settlement of cost towards loss/damages occurred if any in transit. Hafed shall have the right to recover the amount on account of damages/ shortage and any pending dues from the security deposit of the supplier. The supplier should produce a copy of Insurance taken on the ordered quantity from the authorized Insurance Company before preferring 90% payment.

## **16. QUANTITY AND DELIVERY:**

- (i) The quantity offered by the tenderer should be not less than 5000 bales for supply and thereafter the increase may be in multiplies of 500 bales up to the required quantity.
- (ii) The requirement of HAFED will be 11,000 (Eleven Thousand) bales of 50 Kg capacity (94 Cmx 57 Cmx 580 Gms) B-Twill Light weight Jute Sacking for packing food grains. The quantum of supply should be as per the following time schedule.

DELIVERY SCHEDULE (From Date of Contract Order/ Supply order)

Within 10 Days – 50% OF TOTAL SUPPLY ORDER

Within 20 Days – 75% OF TOTAL SUPPLY ORDER

Within 30 Days – 100 OF TOTAL SUPPLY ORDER

Total – 11,000 Bales

- (iii) HAFED reserves right to modify the delivery schedule either before placing orders or during currency of the supply period depending upon the arrival of the commodity which is binding on the supplier.
- (iv) New B-Twill Light weight Jute Sacking for packing foodgrains shall be delivered at destinations through Railway/Concor/ Road transport in good condition in any of the destinations/Districts of the State of Haryana as may be specified by HAFED. The destination points will be intimated at the time of placing supply order. HAFED reserves the right to Change the destinations during the currency of the contract.
- (v) HAFED reserves the right to reduce or increase the quantity of bales to be supplied during the currency of the contract.
- (vi) If it is found that the gunny bags supplies are used bags, the contract will be cancelled and EMD & SD will be forfeited.

## **17. FORCE MAJEURE:**

- (i) If any delay in delivery is expected due to natural calamities like earthquake, flood, fire, storm, acts of state, the direct or indirect consequences of war (declared or undeclared) hostilities of national emergencies or civil commotions and declared strikes or lock out exceeding 10 days, the supplier should inform to the purchaser by Email/ Fax/ Telex for the expected delay in delivery, positively within 3 days from the date of occurrence of above events with proof of document any evidence.
- (ii) HAFED reserves the right to examine the request of the supplier in this regard and take appropriate action. The decision of HAFED, will be final and binding on the supplier.
- (iii) In the event of delay lasting over fifteen days arising out of Act of God/ cause of force majeure, the HAFED reserves the right to cancel the order/ contract without any compensation what so ever and/ or any consequential loss etc.
- (iv) Only events of force majeure which affect the work at the time of its occurrence shall be taken into cognizance. HAFED shall not be liable to pay any extra cost or increased rates due to delay under force majeure conditions. Only appropriate extension of time will be granted.
- (v) However, if the supplies are delayed under force majeure conditions, the price payable will applicable as per scheduled month of dispatch or the actual month of dispatch whichever is less subject to the condition that the supplier gives information immediately to HAFED about the force majeure condition preventing them from making supplies by giving proof of such force majeure conditions.
- (vi) So also, if the purchaser is not in a position to accept supplies as per terms of delivery due to force majeure clause including any once of the following reasons, the purchaser reserves the right to suspend the normal supply till the position returns to normalcy or even to terminate the contract if the circumstances are beyond purchaser's control.
  - 1. Strike
  - 2. Non-availability of storage space
  - 3. Other-unforeseen reasons due to natural calamities.

## **18. FALL CLAUSE:**

It is a condition of the contract that all through the currency thereof, the price at which the seller will supply the bags should not exceed the lowest price charged during the currency of the rate contract and that in the event of the price going down below the rate contract, seller shall promptly furnish such information to Hafed to enable to amend the contract rates for subsequent supplies.



## **19. DESPATCH DETAILS:**

The supplier should furnish the details of dispatches made at their end to HAFED then and there and also to the concerned destination points by email on hfdgmpoc@hry.nic.in.

## **20. PAYMENT:**

The payment for the stock of the 50 kg capacity B-Twill Light weight Jute sacking for packing foodgrains supplied will be paid by HAFED. The Managing Director, The Haryana State Cooperative Supply & Marketing Federation Limited shall be competent to take the decision regarding mode of payment. Initially 90% payment will be made within 7 days after receipt of bales and invoices alongwith following supporting documents by the supplier in original for accounts purpose:-

- (i) The invoices/E-way bills of the supplier (in duplicate) on the basis of the agreed rates.
- (ii) The first copy of acknowledgement/ Receipt (i.e. party copy) in original issued by the receiving destination on points as prescribed in the purchase order.
- (iii) Specification notes.
- (iv) Paid voucher in original in case of GST if any paid.
- (v) Printed Gate pass in token of having moved the gunnies from the manufacturing point etc.
- (vi) RR/GRN/IW bill detailing the bales No., No. Of bales, name of loading and unloading points etc.
- (vii) Mill challan consisting of bale No., No. of bales, Lorry No. Name of loading unloading point etc.
- (viii) Inspection quality certificate duly signed by the quality staff/ JCI/GeM empanelled Agency camping at destination point.
- (ix) Copy of insurance paid for dispatched quantity.

It is the responsibility of the seller to collect the acknowledgements from the unloading point or respective Hafed Districts at destination where the gunnies are actually delivered and submit the same alongwith the Invoices while raising the claim. Payment will be made by means of RTGS. The balance 10% of the payment will be released only after the completion of supply of the entire ordered quantity pertaining to each schedule on verification of entire consignment and receipt of the quality certificates from the quality Control Staff/HAFED and stock certificates for each schedule from the respective/designated officer of Hafed in which jurisdictions of the receiving destination is situated.

## **21. PENALTY AND LIQUIDATED DAMAGES ON THE BE LATED SUPPLY.**

The ordered number of the gunnies shall be delivered strictly within the stipulated time fixed under clause 16 without fail. Normally, no extension of time beyond the fixed schedule of the supply will considered and the purchaser reserves right to cancel the tender and resort to purchase through other alternative sources at the risk and cost of the supplier in the case the supply in not made within the stipulated time. The supplier in bound to pay consequential loss if any sustained by the purchaser. If the rate is cheaper the benefit will not accrue to the supplier. In exceptional cases, HAFED reserves right to consider the request of the Tenderer to extend the validity subject to the following conditions.

- (i) Liquidated damages @ 2% of the value of delayed supplies made up to 7 days beyond stipulated time or fraction thereof subject to maximum of 4% of the value for the delay in supply beyond 7 days upto 15 days will be recovered from the supplier. The above penalty will be deducted from the bills while making 90% payment.
- (ii) The above penalty is applicable for the delay in supply for each spell as fixed in **clause 16** above.
- (iii) If the delay exceed beyond 15 days, the purchaser reserves right either to extend further time with penalty at 4% of the value of the defaulted quantity or to cancel the defaulted quantity and to procure the same quantity from other sources at the risk and cost of the supplier in order to run the procurement operations without any interruption. In that event, the supplier is liable to pay to the purchaser the differential cost including all components and other expenses that would be incurred by the purchaser in respect of this transaction.

## **22. FORFEITURE OF EMD/SECURITY DEPOSIT.**

- (i) In this event of failure to supply the ordered quantity of gunnies and for violation of conditions, The Managing Director, Haryana State Cooperative Supply & Marketing Federation Limited reserves the right to purchase the undelivered quantity through retender/other source at the risk and cost of the successful Tenderer and to take action of forfeiting SD/EMD and apart from collecting the consequential loss or by adjusting the loss bills payable to the supplier.
- (ii) In the event of Non-performance of the contract provisions or failure to effect supply the ordered quantity of Light Weight Jute Sacking bags for packing 50 KG Food grains within the stipulated time or the extended period and if it is found that the Tenderer cheated Hafed in any manner during the currency of the Contract or also any found on later date, the Managing Director, The Haryana State Cooperative Supply & Marketing Federation Limited reserves

the right to dis-qualify the Tenderer to participate in future tenderer so blacklist the firm upto a maximum of 5 years. No correspondence will be entertained in this regard.

**23. REJECTION, REPLACEMENT AND REMOVAL OF REJECTED GUNNIES:**

- (i) The 50 Kg 'B'- Twill Light weight Jute Sacking for packing foodgrains received which are not in conformity with the specifications as per clause 11 of terms and condition will be rejected. Hafed will open the bales and report the details of such rejection if any to the supplier within 90 days from the date of receipt of consignment at the godowns. Tenderer should replace such rejected gunnies, not conforming the specification as indicated in the clause 11 of this tender condition within 15 days from the date of intimation from the purchaser. In case of delay in replacement, penalty will be levied as per clause 21 of this tender condition. The loading, unloading, segregation charges, etc., for such rejected gunnies should be borne by the supplier at the rates fixed by the purchaser.
- (ii) In the case of non-replacement of defective / damaged gunnies by the supplier at later date beyond 15 days, the value of defective gunnies will be adjusted by the Hafed at the rate applicable for the original supply or at the rate applicable for the month in which it is replaced whichever is advantageous to the Hafed. The storage charges would be borne by the seller for the relevant period
- (iii) If the supplier continues to supply defective gunnies, Hafed has the right to cancel the remaining portion of quantity / terminate the contract and procure the same from other sources at the then prevailing market rate. In that event, the loss sustained by the purchaser if any, will be recovered from the supplier.
- (iv) The decision of Hafed at the unloading point for acceptance/rejection of the gunnies with reference to the Quality specifications as per Annexure-A (Table-I) will be final and the seller shall not raise any dispute.
- (v) Rejected gunnies shall be removed by the supplier from the destination concerned within 30 days from the date of rejection after replacement.
- (vi) In the event of non - removal of defective/damages bags, Hafed has liberty to dispose of such goods in such a manner as they deemed fit. The sale proceeds will be credited to the account of the supplier after deducting the expenses incurred for such disposal. The supplier will not be entitled to claim any loss / damage occurred by such sale. The decision of Hafed shall be final and binding on the supplier. In case Hafed is unable to dispose of rejected gunnies of the supplier, the supplier is bound to pay storage charges to Hafed at Hafed approved rates until the goods are removed.
- (vii) If any amount is left unrecovered after the above adjustment, the same will be recovered from pending dues, Earnest Money Deposit and Security Deposit of the Supplier.

- (viii) The rejected gunnies should be lifted by the supplier at their own risk and responsibility within 30 days from the date of receipt of communication from Hafed.
- (ix) The Managing Director, The Haryana State Cooperative Supply & Marketing Federation Limited reserves rights to recover any dues from the Tenderer found due on a later date during the Audit/excess payment after final settlement made to them. Accordingly, the Tenderer is liable to pay such dues to Hafed.

## **24. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION**

- (i) This E-Tender and award of work under this E-Tender shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Panchkula and High Court of Punjab and Haryana at Chandigarh shall have the jurisdiction in all the matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- (ii) All or any dispute arising out or touching upon or in relation to the terms of this E- Tender including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration mutually acceptable to both the parties appointed by MD Hafed. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at Panchkula (Haryana), India and language of arbitration shall be English.
- (iii) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between HAFED and selected Applicants after bidding and terms & conditions of this Service Level Agreement shall prevail over the terms & condition of this E-Tender.

TENDER FOR THE SUPPLY OF NEW LIGHT WEIGHT JUTE SACKING BAGS FOR  
PACKING OF 50 KG FOODGRAINS

PART-1  
TECHNICAL BID

FROM: \_\_\_\_\_  
\_\_\_\_\_

To

The Managing Director,  
The Haryana State Cooperative Supply & Marketing Federation Limited.  
Hafed Corporate Office, Sector-5, Panchkula

Sub: E-Tender for the supply of 50 KG NEW 'B' TWILL LIGHT JUTE BALES/BAGS-  
Submission of Technical Bid Part- 1 Reg.

Ref: Your Notice Inviting Tender published on \_\_\_\_\_

Sir,

With reference to your e-tender notice, we submit herewith our-tender containing the specifications and Technical terms for the supply of (\_\_\_\_\_ bales \_\_\_\_\_ bales in words) of 50 KG NEW 'B' TWILL LIGHT WEIGHT JUTE BALES/BAGS as follows:

1. SPECIFICATIONS: 50 KG NEW 'B' TWILL LIGHT WEIGHT JUTE BALES/BAGS- as per the BIS IS 16186:2014 specifications (as amended up to date) as indicated in Annexure A (Table-I) enclosed to the Tender schedule.
2. Tender Conditions in original including specifications duly signed on each page agreeing to abide by the various terms and conditions as stipulated by Hafed along with Seal of the company has been uploaded.
3. Earnest Money deposit of Rs.50,00,000/- (Rupees Fifty lakh only) paid online.
4. In case of supplier, a tie up with the jute mill/manufacturer of Gunny bags i.e. Agreement clearly mentioning the obligation to supply the Jute bags under this tender shall be uploaded. The manufacturer with whom agreement has been entered into by the supplier must fulfil all the technical eligibility criteria specified in the tender and as well as abide by the terms and conditions of the tender - (the documents of manufacturer regarding technical qualification requirements as well as suppliers must be attached).
5. Copy of the license for manufacturing of 50 KG NEW 'B' TWILL LIGHT WEIGHT JUTE BALES/BAGS valid up-to date is uploaded.

6. Copy of BIS license for manufacturing of gunny bags valid upto date is uploaded.
7. Duly scanned copy of the certificate of Registration as a Firm/company/society.
8. Copy of valid GST number in the name of bidding firm/company/society.
9. Documentary evidences for having successfully executed the orders either to the JCI or any other Government undertaking to whom supplies of B-Twill Light Weight Jute Sacking bags have been made in the past three years (2020-21 to 2022-23).
10. Annual turnover statement for the three financial years covering from 2020-2021 to 2022-23 certified by the CA. (Tenderer shall have average annual turnover of not less than Rs. 40 Crores.)
11. Documentary evidence in support of manufacturing capacity of Gunny Bags/ bales, the manufacture/supplier should have minimum capacity of 10000 bales of Jute per annum.
12. Certificate for not having blacklisted either by any Government undertaking in the format given in the Annexure-I duly attested by the Tenderer.
13. Checklist for the list of documents enclosed in the formation given as in the **Annexure-‘D’**.
14. Authority letter/POA to sign the bid document duly supported by copy of resolution/POA executed by the competent Authority/BOD.
15. Sixteen sample of 50 KG new “B” twilight weight jute bags duly stenciled in indelible ink branded with name of the Jute mills, conforming to BIS specifications as amended up to date.

**ANNEXURE \_A (TABLE -1)**

**TENDER REFERENCE NO. REF. NO  
SPECIFICATIONS FOR NEW 50KG B- TWILL LIGH WEIGHT JUTE SACKING FOR  
PACKING FOOD GRAINS ARE REQUIRED TO BE SUPPLIED CONFORMING  
TO IS 16186 2014 AS AMENDED UP TO DATE**

(CLAUSES 4.1 AND 5.1)

SR NO.	CHARACTERISTIC	REQUIREMENT		TOLERANCE	METHOD OF TEST REF TO CI OF IS 9113
		Type –A	Type-B		
1	Dimension: a) Outside length, cm b) Outside width, cm	94 57	94 57	+04 CM -0 +4cm -0	8.3.2
2	Ends/dm	46	64	+4 -3	8.4.2
3	Picks/dm	50	28	+2 -2	8.4.2
4	Corrected mass/bag	580	580	+8.0 percent -6.0 percent	8.5.2
5	Average breaking strength of sacking (reveled strip method, 10 cm x 20 cm) Min. N (Kgf) a) Warpway b) Weftway	1570 (160) 1420 (145)	1570 (160) 1420 (145)		8.6.2
6	Average seam strength (5 cm x 20 cm ravelled strip) Min. N (Kgf)	490 (50)	490 (50)		8.7
7	Moisture regain percent Max.	22	22		8.2
8	Oil content on dry de-oiled material, Max	3	3		8.8

## NOTES

1. The bags of specified dimensions are suitable for packing of wheat, Rice and similar coarse grain . For packing of the other materials, the buyer and the seller may agree to the dimension other than those specified above . The mass of such bags may be calculated by the method given in 5.3 of IS9113. However, tolerance specified in this table for dimension and on the mass shall be permissible.
2. Average moisture regain shall be maximum 22%. However 10% of the individual value of moisture regain percent may be above 22% with a upper limit of 26%
3. Note-3: Moisture regain shall not be measured on the branding. It shall be measured at least 10 CM away from the branding



**ANNEXURE \_A (TABLE -II)**

**TENDER REFERENCE NO. REF. NO**

REQUIREMENT OF PACKED BALES OF B-TWILL LIGHT WEIGHT JUTE SACKING  
BAGS FOR SACKING 50 FOOD GRAINS (CLAUSE 5.2 OF IS 16186.2014

SR. NO	CHARACTERISTIC	REQUIREMENT	METHOD OF TEST REF. TO CI OF IS 9113
1	Total Number of bags per bales	500 Nos.	8.9
2	Number of bags per bundle	25 Nos.	--
3	Contract mass of a bale Kg.	290 Nos.	--
4	Corrected net mass of a bale, Kg	Not less than contract mass	8.1
5	Number of joined bags per bundle of 25 Bags	1	Visual
Notes:- The No. of bags per bales shall be 500 Nos. Contract mass of a bales is calculated as follows Contract mass of a bale = nominal mass of bag x specified number of bags per bale			

**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 and/or any of its partner(s)/director(s)/proprietor individually or as a part of firm/company has not been black-listed by any Central/ State Government Department/ any of its Statutory/Autonomous bodies/PSU during the last 3 years.
2. That I or any of my associate/partner/director, is/are not having dispute/ pending litigation with HAFED with respect to rendering services to HAFED.
3. That no any FIR registered by any Central/State investigation Agency or Police is pending against me/us and/or any of my partner(s)/director(s)/proprietor for fraud/ corruption, loss or any other case pertaining to financial transaction(s)/ loans, agri business with any Central/State Government/ their Agencies/ Financial Institutions, etc.

**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: .....

**Annexure-‘D’**

**Details of Documents submitted with technical bid**

<b>S. No.</b>	<b>Particulars</b>	<b>Enclosures Page no. From __ To__</b>
01.	Annexure- ‘A’ duly filled and signed by the authorized person.	
02.	Tie up with manufacturer in case of supplier in the form of agreement clearly mentioning the obligation of supply the Jute Bags under this tender shall be uploaded. The manufacturer with whom agreement has been entered into by the supplier must fulfill all the technical eligibility criteria specified in the tender and as well as abide by the terms and conditions of the tender- (the documents of manufacturer regarding technical qualification requirements as well as supplier must be attached).	
03.	Copy of the gunny manufacturing license valid upto date.	
04.	Copy of BIS license for manufacturing of gunny bags valid upto date.	
05.	Copy of Certificate of Registration as a firm / Company / Society.	
06.	Copy of valid GST number in the name of bidding firm/ Company / Society.	
07.	Documentary evidence for having successfully executed orders to State Government Organization to whom supplies of Gunny bags / bales have been made in the past three years (2020-21 to 2022-23). The bidder should have supplied same or similar Category bales not less than 5000 bales at least one of the above three years.	

<b>S. No.</b>	<b>Particulars</b>	<b>Enclosures Page no.  From __ To__</b>
08.	Annual turnover statement for the three financial years covering from 2020-21 to 2022-23 duly certified by the CA alongwith UDIN. Tenderer shall have an average annual turnover not less than Rs. 40 Crore.	
09.	Documentary evidence in support of manufacturing capacity. The manufacturer / suppliers should have manufacturing capacity of 10000 bales per annum.	
10.	Certificate for not having blacklisted either by any Government undertaking duly attested by the Tenderer.	
11.	Declaration duly signed by the Tenderer.	
12.	Tender conditions in original duly signed by the Tenderer on each page including the specifications agreeing to abide by the various terms and conditions as stipulated by Hafed along with the seal of the company.	
13.	The Tenderer should submit not less than sixteen samples (16) of gunny bags (IS 16186:2014 as amended upto date) duly stenciled in indelible ink branded with the name of the Jute Mills, confirming to latest BIS specifications IS 16186:2014 as amended upto date before the opening the technical bid in the Office of The Haryana State Cooperative Supply & Marketing Federation Limited, Hafed Corporate Office, Sector 5, Panchkula (Haryana).	
14.	Other documents if any mentioned in terms and conditions.	
15.	Checklist in for the list of documents enclosed. The documents shall be serially arranged in the order of Check list and uploaded.	