Chhattisgarh State Cooperative Marketing Federation Ltd.

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REQUEST FOR PROPOSAL FOR "SELECTION OF AGENCY FOR SUPPLY OF B-TWILL 580 GM NEW JUTE BAGS"

RFP No.: 4537
Date: 06-12-2021

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.

CG MARKFED 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.

Introduction

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.

Online tenders are invited for the purchase of about 48,000 bales of B-TWILL 580 GM NEW JUTE BAGS for packaging of food grains. The supplier of these bags will be obliged to supply the bags at the approved rate at the godowns / procurement centers located in different districts of the state.

Therefore, the bidders should keep the above facts in mind and participate in the tender accordingly. Please submit your competitive rates online after thoroughly studying the tender invitation notice issued by the Chhattisgarh Markfed and this tender document which also contains technical specifications of bags.

Managing Director

C.G. State Cooperative Marketing Federation Limited,

Headquarter, Nava Raipur Atal Nagar (Chhattisgarh)

Information regarding tender 2021-22

Online tender has been invited for the supply of bales of B-TWILL 580 GM NEW JUTE BAGS of 50 kg capacity with desired technical specifications. This is a tender document for inviting online tenders from eligible bidders fulfilling the minimum qualifications. The tender document is available for download on website http://eproc.cgstate.gov.in

1. Availability of Tender Document for perusal	This Tender Document has been made available on the website of Chhattisgarh Markfed for study only.
2. Purchase Price of Tender Form	Rupees 5000.00 (Five thousand only) (Inclusive of all taxes) Processing fee payable through e payment gate way, which is not refundable in any case.
3.Last date and time for online purchase and submission of tender documents	20/12/2021, 05:00 PM
Place fixed for opening the tender.	Markfed HQ Raipur
RFP Publication Date	06/12/2021
Last date & time for bid submission	20/12/2021, 05:00 PM
Opening of the PQ cum TQ Bid	21 /12/2021, 11:00 AM
Opening of Financial Bid	To be decided
Method of Selection	Least Cost System – LCS
Earnest Money Deposit	EMD amount Rs 25,00,000(Rs. Twenty Five Lakhs only)in the form of Bank Guarantee/ Demand Draft with 180 days validity Soft copy of Bid Security/Earnest Money Deposit (EMD) in the form of Bank Guarantee (BG) or Demand Draft (DD) to be uploaded on e-proc. Hardcopy of original EMD Bank Guarantee / Demand Draft to be submitted at CG MARKFED Head office latest by the bid submission due date/time.
Address & contact details for communication	Chhattisgarh State Cooperative Marketing Federation (CG MARKFED), 6th floor, Tower-A, CBD Building, Nava Raipur Atal Nagar

Comment:-

1. The date and time of receipt of tender will not change even if the holiday is declared. If the date fixed for opening of tender's technical bid and financial bid is declared a holiday, then the tender will be opened on the next working day.

1 GUIDELINES FOR e-TENDERING

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

- All the Users / Bidders (Manufacturers / Operators / 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.cgeproc@mjunction.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. OR as per detailed in relevant section of this RFP.

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, a bidder 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 overall 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.

1. **Duration of work in Tender**: - The prescribed working period of the tender is up to 31 March 2022 from the date of receipt of tender.

2. **Objectives of the tender**:- The main objective of this tender is selection of supplier for supply of about 48,000 (forty eight thousand) bales of B-TWILL 580 GM NEW JUTE BAGS of 50 Kg capacity at desired locations, with desired technical specifications, as per requirement of Chhattisgarh Markfed. The successful bidder will have to enter into contract at the approved rates on the prescribed terms and conditions for this period.

3. Scope of Tender:- The supply of B-TWILL 580 GM JUTE BAGS 50 Kg. for the packaging of food grains, to the designated warehouses as specified by the Chhattisgarh Markfed.

4. **Minimum Qualifications and Mandatory Documents Description**:- Tenders are invited by the Chhattisgarh Markfed from the Partnership Firm or Company who are original manufacturers of 50 Kg B-TWILL 580 GM JUTE BAGS. The following qualifications mentioned in the Minimum Qualification column must be fulfilled by each bidder. In order to be successful in the tender, the bidder must fulfil the following qualifications.

Every bidder will have to fulfil the following qualifications.

1.1 Pre-Qualification-cum-Technical Criteria

Pre-Qualification-cum-Technical Proposal will be evaluated first and only those bidders who qualify the requirements will be eligible for commercial evaluations. The commercial evaluation would be based on Least Cost selection-LCS -L1.

#	Eligibility criteria	Documents to be submit	Document nomenclature
1	Bidder should make a payment Rs. 5000 (Rupees Five Thousand only) towards tender document fee	Soft copy of Bank receipt for online transaction towards tender document fee to be uploaded on e-Proc	PQ1_Tender fee
2	Bidder should make a payment Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) towards Bid Security/EMD	Softcopy of EMD DD/Bank Guarantee to be uploaded on e-Proc as for Annexure-1	PQ2_EMD BG

3	The Sole Bidder or each of the Consortium members should be a company registered under Indian Companies Act, 1956 /2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Company Registration Certificate/ Certificate of Incorporation/Copy of partnership deed	PQ3_IdentityProof
4	The Sole Bidder or any member of consortium should have minimum average annual turnover of INR 60 crore in the last three financial years.(FY 18-19 to FY 20-21).	• Audited Balance Sheets and P/L statement for financial years • CA certificate clearly mentioning the turnover	• Q4-1_Audited& PL sheet • Q4-2_CAcertificate
5	The Sole Bidder and any member of consortium shall not be under a declaration of ineligibility for corrupt or fraudulent practices nor should have been blacklisted by any Govt. or Govt. undertaking organization at the time of submission of the bid	• Self-declaration certificate signed by the authorized signatory, in the prescribed format	• Q5_BlackList
6	The Sole Bidder and any member of consortium should have valid PAN number.	Copy of PAN	• Q6_PAN
7	The Sole Bidder and any member of consortium should should have valid GST number	Copy of GST registration	• Q7_GST
8	The prime bidder or consortium partner should have a valid license from Bureau of Indian Standards (BIS) to manufacture B-TWILL 580 GM JUTE BAGS of the prescribed specification and quality of the tender.	Copy of valid BIS license	• Q8_License
9	The Sole Bidder or any member of consortium should have experience of supply of B-TWILL 580 GM JUTE BAGS of 50 KG capacity for packaging of food grain to any Central/State/ PSU/Quasi government agency.	Copy of work order /Experience certificate	PQ9_Exp
10	The prime bidder or consortium partner should have the capacity to manufacture minimum 50,000 bales in a financial year	Copy of production capacity certificate and self declaration of manufacturing capacity certificate	PQ10_Cap
11	The bidder needs to submit deed of consortium	Copy of deed of consortium partnership	PQ11_ Consortium

NOTE-

• The prime bidder and only one consortium partner is allowed to participate in the bid,

• If the number of consortiums exceeded more than one with the prime bidder then their bid will be summarily rejected along with prime bidder.

The mandatory documents have to be scanned in A-4 size and uploaded along with the technical bid. In case of unreadable documents, the tender will be rejected.

5. Definitions -

5.1 The word “contract” includes, invitation to tender, tender instructions, contract thereof, addendum thereof, acceptance of tender and such general and special conditions as may be added therein. This contract will be subject to Indian Contract Act 1872.

5.2 The term “Managing Director” means the Managing Director under whose administrative jurisdiction the supply work in which the contract relates will be executed, and shall include other officers authorized by the Managing Director.

5.3 The term "bidder" means the person or persons, firm or company etc. with whom the contract for the supply of jute gunny bags has been entered into and the bidder/supplier shall include their heirs/successors, executors, administrators and their permitted officers, as the case may be.

5.4 The term “Markfed godown” hereinafter referred to as the Godown, means a warehouse or site owned or held by the Markfed from where gunny bags are stored and supplied.

5.5 The term “supply centre” means a godown or any other place owned or possessed by Chhattisgarh Markfed, including base depots/ procurement centers/ rice mills/ or any other government or non-government agency. Foodgrains/sugar/salt/pulses/oilseeds/paddy/edible oil and other commodities and other items are stored and supplied for operation of public distribution system or all other schemes or Chhattisgarh Markfed's own business.

5.6 supply of B-TWILL 580 GM NEW JUTE BAGS 50 Kg. shall mean the work of supplying Bales to the location specified by the Markfed, including loading, unloading. It is a task till the completion of unloading at the desired site and proper acknowledgment by keeping it safe.

5.7 The term “warehouse” shall mean the warehousing agency belonging to the Chhattisgarh Markfed such as Food Corporation of India, State Warehousing Corporation/Central Warehousing Corporation, godowns at Mandi, and other Government/co-operative institutions/private hired on own or on lead. Warehouse included.

5.8 The term “services” shall mean and include the performance of any of the items of the works mentioned in the tender instructions/conditions/rules. It also includes such auxiliary additional and relevant duties, services and functions as may be performed by the District Marketing Officer or any other officer posted at the Base Depot/Centre.

5.9 The term “District Marketing Officer” means, In the State Cooperative Marketing Federation Limited, the District Marketing Officer/in-charge District Marketing Officer working at the district level, under whose administrative jurisdiction those base depots/storage centers come for whose work the bidder has been appointed.

5.10 The term “approved rate” means the rate or rates which shall be accepted by the Competent Authority or the officer authorized by him.

5.11 The term “Manufacturer” shall mean the bidder who manufactures B-TWILL 580 GM JUTE BAGS of 50 Kg capacity for packaging of food grains.

5.12 The word "loading" refers to the lifting of bales, loading into a vehicle.

5.13 The term “unloading” means unloading of bales from the vehicle at the destination point, arranging the bales in stacks up to the stack.

5.14 The term “collection centre” shall mean a warehouse or other place, etc., owned or held by the Chhattisgarh Markfed, where the Chhattisgarh Markfed intends to store the stock.

5.15 The term "co-operative society" means a society registered under the Co-operatives Act 1960.

5.16 The term “District Collector” means the Collector of a revenue district declared by the State Government.

5.17 Words: “Gathan” or “Bale” means the knots of B-TWILL 580 GM JUTE BAGS which contains 500 bags.

6. Online Purchase of Tender Document - Processing fee will be payable online. The amount of Tender Document fee of Rs.5,000/- (Rupees five thousand only) (including GST) will be payable through payment gateway. Rs.5,000/- That is, the purchase price of the tender form will not be refundable under any circumstances.

7. HOW TO SUBMIT ONLINE TENDER -

7.1 Online tenders have been invited by the Chhattisgarh Markfed for the supply of supply of B-TWILL 580 GM JUTE BAGS 50 Kg.

7.2 Tender to be submitted online through e procurement portal on the basis of two bid system

1. TECHNICAL BID

2. FINANCIAL BID

7.3 To get technical assistance and clarification related to online filling of tender documents and tender process, toll free number of e procurement helpdesk can be contacted from 10.00 a.m. to 7.00 p.m.

7.4 Submission of Technical Bid:- Financial bid will not be opened in the absence of **Annexure-03**, hence it will be mandatory to upload self-attested scanned and self-attested Annexure-03 along with Technical Bid.

7.5 Submission of Financial Bid-

7.5.1 The bidders shall submit the rates online on the website by the authorized person as per the proforma given in **Annexure-4** of the Financial Bid.

7.5.2 The rates in the Financial Bid should be legible, clear in figures and words. In case of difference in figures and words in the bid, the lowest of the two rates will be accepted.

7.5.3 If the bidder is not successful in the technical bid, his financial bid will not be opened and will not be considered.

8. Submission of Tender:

8.1 Tenders - To be submitted online only as per mentioned in the document. All the documents related to the tender will be accepted before the date of opening of the tender.

8.2 Conditional tender will not be considered.

9. Digital Signature in the Tender -

9.1 The online tender should be submitted under the digital signature of the bidder or his competent authority. In the tender, his full name, full address and status (eg owner/partner/company

secretary/managing director/head or operator will be compulsorily clarified. It will be mandatory to upload the self attested original Power of Attorney document. In the absence of the said Power of Attorney, the tender will not be considered. It is mandatory to have the seal with the signature of the head of the firm/company along with the names of the partners/officers. In the absence of proof of jurisdiction, the technical bid will be rejected.

9.2 Signing the Tender Form:- Only the authorized tendering authority of the firm/company should digitally sign the tender form, they will produce valid proof of status. In the absence of proof, the technical bid will be rejected.

10. Earnest Money Deposit

10.1 Security Deposit (Earnest Money Deposit)-

The bidder will have to deposit the prescribed Earnest Money Deposit amount of Rs. 25,00,000/- (Rupees Twenty Five Lakh only) along with the Technical Bid through BG/DD.

10.2 Earnest money deposited with any other tender form or for other work will not be considered as deposit for this tender form.

10.3 The earnest money will be refunded by the Chhattisgarh Markfed as per the following arrangement:-

10.3.1 Earnest money of unsuccessful bidders will be refunded at the earliest after opening of financial bids.

10.3.2 No interest will be paid on the Security Deposit (Earnest Money/Security Amount) under any circumstances.

10.3.3 The bidder receiving the lowest rate will have to deposit the balance security amount (Security Amount) separately in the prescribed account of the Chhattisgarh Markfed, before entering into the contract.

10.3.4 While making the earnest money / security amount, refund application and other correspondence, along with the details of the bidder, necessarily mention the tender number of the concerned tender. For this, this tender number should be noted while uploading the tender itself, take special care of it.

11. **Rate of Tender**

11.1 The rates to be filled in the tender form shall be inclusive of all expenses in the F.O.R. To be given for supply. In this, all the expenses of reaching the destination (all types of taxes, cess duty, pre-supply inspection expenses, transportation expenses, branding charges, excise duty, entry tax, service tax and transit insurance, unloading of gunny bags from the truck at the destination point (unloading expenses) including staking etc.

11.2 There will be no change in the contracted rates as a result of change in the rates of tax, labour and transportation expenses etc.

11.3 The rate shown in the tender given by the bidder will be considered for the complete period of tender.

11.4 Conditional rates / conditional tender will be invalid.

11.5 No amount will be paid to the successful bidder by the Chhattisgarh Markfed other than the accepted rates.

12. **Procedure for opening of tender**: The appointed committee will open the technical bid online in front of the tenderers present at the prescribed venue, date and time. The technical bids of the tenderers will be examined and after the declaration of successful tenderers in the technical bid Appendix-03, the online financial bids of the successful tenderers will be opened. The financial bid will be read out on the stipulated date and time. The tenderers themselves and their authorized representatives can be present at their own cost at the time of opening of tenders.

13. **Determination of the L1 tenderer:** - On the basis of the rate offered by the tenderer, for the supply of B-TWILL 580 GM JUTE BAGS 50 Kg., the tenderer whose rate will be the lowest, the same tenderer will be declared as the first lowest (L1).

13.1. Deleted

13.2 The complete quantity will be equally divided between all those successful bidders who agrees to match L1 price.

13.3 The approved tenderer will have to produce the mandatory documents in original at the time of entering into the contract. If the approved tenderer fails to produce the original mandatory documents, action will be taken against him as per paragraph no.14 of the tender document. Along with this, the Chhattisgarh Markfed will also be able to take legal action under the Indian Penal Code 420.

14. **Failure to submit the mandatory document/revision/retract/non-contract:**- If the tenderer fails to produce the mandatory document in original while entering into the contract, amends the rate submitted in the tender or retracts from its rate or If the contract is not signed by the date, then action will be taken as:-

14.1. Earnest money will be forfeited.

14.2. Tenderer, firm / firm's partner / company will be banned from participating in any tender of the Chhattisgarh Markfed for the next 03 years.

15. **Composition of the Tenderer**:- The Tenderer shall declare whether he is a Registered Partnership Firm or a Private Limited Company or a Public Limited Company incorporated in India, etc., at the time of submission of the Tender. The composition of the partnership firm, the names of the operators of the company, if any, the names of the contracting members of the consortium should be clearly indicated in the tender. Tenderers will nominate such persons, in whose hands the control and active management of the work related to the contract will be in the hands of the contract. The names of these persons, authorization letter, name, address, attested signature will be submitted by the tenderers in desired format at the time of contract. Such nominated persons shall be deemed to have duly obtained power of attorney from the tenderer in respect of the contract and shall be bound to perform all his works.

16. **Status of the Tendering Firm:** - The Tenderer shall not make any change in the composition of the firm during the period of contract without the prior permission of the Marketing Federation. The tenderer shall immediately inform the Chhattisgarh Markfed in the event of death or resignation of any of his partner/ operator, if the change in the composition of the firm becomes necessary as per the conditions of the firm under the Indian Act, 1932, in such case such Registrar of Firms and Societies, It will be mandatory to submit the certified copy to the Chhattisgarh Markfed immediately within seven days of such change.

17. **Distance for possible transportation:** - Tenderer himself should be aware and familiar with the geographical situation about the distance etc. No objection will be entertained after acceptance of tender.

18. Purpose of the contract:- Under the contract, the tenderer will supply 50 Kg B-TWILL 580 GM NEW JUTE BAGS of desired specifications as per order at the specified place. Along with this, additional

assistance and contingency duties/services and operations, which shall not be inconsistent with these terms and conditions, shall be performed as per orders.

19. **Parties to the contract:-** The parties to the contract are the tenderer and the C.G. State Co-operative Marketing Federation limited. The contract will be signed by the tenderer himself who has filled the tender or by the person who has been legally authorized by giving power of attorney. It is mandatory for the tenderer to submit the original copy of the Power of Attorney to the Chhattisgarh Markfed at the time of contract. The concerned General Manager (Marketing) will sign contract on behalf of the Chhattisgarh Markfed.

20. Period of Contract:

20.1 The period of contract will be 06 (six months) from the date of contract.

20.2 After the expiry of the contract period, if the Chhattisgarh Markfed so desires, it may be extended by 03 (three months) months to get the work done at the same approved rate, which the tenderer will be bound to accept.

21. Quantity of Supply Order/Work:-

21.1 During the period of the contract, no guarantee can be given to place a supply order in a certain quantity, if no supply order has ever been placed or the quantity of supply order is more or less, then no claim of the tenderer will be entertained for the same.

22. Execution of Contracts:

22.1 The successful tenderer will have to deposit the PBG in prescribed format to Chhattisgarh Markfed in the form of Bank Guarantee/DD, Within a maximum of 03 days from the date of issuance of letter, the details of which are as follows:-

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

With the acknowledgment of this, they will be required to execute the contract within a maximum of 03 days after depositing the security amount by appearing in the office of the Chhattisgarh Markfed along with the required necessary documents on the prescribed stamp paper as per the prescribed format.

22.2 Documents specified by the following Chhattisgarh Markfed will also have to be submitted at the time of contract.

22.3 Required Security Deposit Acknowledgment.

22.4 The Tenderer shall hand over the list of names and addresses of all the employees employed by him and attested photographs to the Markfed in the desired number, who will deal with the Chhattisgarh Markfed.

22.5 The original copies of all self-attested documents submitted along with the technical bid will be returned after attestation. The self-attested photocopies submitted by the tenderer in the tender will be self-certified and signed by the concerned officer and will be kept on record in the form of contract.

22.6 If the successful tenderer does not enter into the contract within the stipulated time period, the contract opportunity will be deemed to have expired and the Chhattisgarh Markfed may initiate the contract with other tenderers/interested suppliers in the order of the lowest rates.

22.7 If the successful tenderer does not enter into the contract, action will be taken as per clause 14 of the tender.

23. Security Amount:

23.1 The successful tenderer will have to enter into the contract within the stipulated period by depositing the 10 percent value of supply order in the form of BG/DD.

23.2 The entire amount of security has to be deposited in favour of the Chhattisgarh Markfed as per the following details-

1	Beneficiary Name	C.G. 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

Headquarter contract will be executed after providing proof of security amount deposited as above.

23.3. Even in the event of termination of the contract, the Chhattisgarh Markfed shall recover the liabilities, loss and damage, amount of security and revenue recovery or as per civil suit (R.R.C.).

24. **Technical specifications of gunny bags:** - New gunny bags of 50 kg. Capacity for packaging of Food grains as per B.I.S. Specification No. as prescribed by IS/16186:2014 (update with amendment) each gunny bundle (Bale) should be of 500 gunny bags.

It will be necessary to strictly follow the prescribed norms by the supplier to be safe from recovery proceedings etc. If the gunny bags supplied will not be as per desired standard, then the delivery will not be received. The technical specifications, detailed quality specifications, quality details etc. have been attached in **Annexure-05**

25. Quality test of gunny bags:-

25.1 Pre Dispatch Inspection– The supplier will ensure Pre Dispatch inspection of gunny bags before dispatching the stock to the successful supplier to ensure the technical specifications of gunny quality through Jute commissioner empanelled Quality Testing agencies. It will be mandatory to get the quality test done in accordance with the criteria of BIS IS/16186:2014 (update) and attach the certificate received from the concerned agency along with the dispatch document. All expenses related to quality testing will have to be borne by the supplier.

25.2 Inspection after delivery:-Chhattisgarh Markfed will conduct post dispatch quality test of supplied gunny bags through a separate Jute commissioner empanelled agency and only after issuance certificate of suitability by the agency, the said gunny lot will be accepted. The supplier has to attach a copy of the

certificate issued by the authorized agency on behalf of the Chhattisgarh Markfed along with the consignment document. Copy of the quality test certificate must be submitted along with the invoice at the time of first payment.

25.3 In case of difference of opinion gunny bags will not be accepted. The tenderer will have to accept the results of the tests conducted by the authorized agency of the Chhattisgarh Markfed.

26. **Receipt of work order:-** The Chhattisgarh Markfed will send the work order to the authorized representative of supplier at his specified Email ID. The successful bidder has to submit the acceptance in written in next three days.

27. **Authorized Representative**:- Tenderer will have to keep his liaison office and authorized representative at Raipur. Their name, address, telephone, mobile, fax number and e-mail address, status, attested signature and photo will be mandatory to be given to the Chhattisgarh Markfed at the time of contract.

28. Security of Bales:- Tenderer will be responsible for physical security of the bales of jute bags, till the time of unloading them safely to the destination and placing the stake and receiving the acknowledgment from Godown incharge of Markfed.

29. **Adequacy and efficient implementation of labour**:- The tenderer will be responsible for adequate arrangement of hammals(Labour) for unloading at base depots/supply centers/warehouses, procurement centers etc. In case of any damage, delay or malpractice caused by the employed labour/employees of the tenderer, the damage caused thereon will be recovered from the tenderer.

30. Implementation Report for Calculation of Delayed Days in Work: - The tenderer will have to attach the implementation report of the supply order with each bill. Based on this, the Chhattisgarh Markfed will make the prescribed deduction for the delayed days.

31. Penalty on Delay: - In case the tenderer does not execute the supply as per the work order timelines, penalty will be recovered on the quantity of delayed supply at the following rate-

Delay up to first 05 days 250 Rs/- per bale per day
Delay up to next 05 days Rs. 500 Rs/- per bale per day
Delay up to next 10 days Rs. 750 Rs/- per bale per day
Delay up to next 20 days Rs. 1000 Rs/- per bale per day
In case of delay beyond 20 days as per timelines mentioned in contract, M.D Markfed reserves the right to terminate the contract.

32. Penalty amount will be levied by the Chhattisgarh Markfed for delayed supply, but in the interest of justice, the managing director will have the right to decide the invoking of penalty on the basis of merits and demerits of case.

33. **Indemnity and liability of the tenderer for the loss etc. caused to the Chhattisgarh Markfed**: If the tenderer does not supply bales within the stipulated period, then any loss, additional cost,price difference etc. incurred to Markfed due to alternative arrangement, will be recovered from the tenderer's bill.

34. Payment :-

34.1 95 percent payment will be done after successful supply at the desired location and issuance of acceptance certificate by Markfed.

The tenderer will have to submit the bill along with the following documents.

(1) Bill in 03 copies.

(2) Inspection report and certificate issued by both the agencies, authorized by the company and appointed by Chhattisgarh Markfed.

(3) Truck Challan.

(4) Acknowledgment bearing the signature and clear seal of the warehouse in-charge.

(5) After receipt of OK report from District Marketing Officer/Representative of the quantity supplied, all remaining deductions will be made after deduction of penalty etc.

(6) The remaining 05 percent payment will be done by Markfed after completion of supply and recovery of deductions due to gunny quality cases and after resolving all types of disputes if there is any.

(7) In case of delay in payment due to unavoidable reasons, no interest will be paid by the Chhattisgarh Markfed.

34.2 Payment of supply will be done by RTGS/NEFT in the account of the tenderer as per rules after levying the prescribed penalties on the basis of per receipts at the accepted rate. The settlement of disputes regarding payment/supply/adjustment in any way will be subject to the procedure laid down by the Managing Director.

34.3 TDS is deducted on the total gross bill amount under the provisions of the Income Tax Act in force from time to time. The TDS certificate in respect of this deducted/adjusted TDS amount will be provided by the Markfed to the tenderer concerned, so that the tenderer will be able to get it in his income tax return by matching the credit form number 26AS.

34.5 Tax will be deducted on the total gross payable/adjusted amount of the tenderer, if charged, as per rules in force from time to time.

34.6 Any component of the cost of the tenderer, whether income tax or any other tax burden etc. is charged, shall be the liability of the tenderer.

35. Supply period of gunny bags:-

Duration	Percentage of order quantity to be supplied
30 days	100 %

36. Branding:-

36.1 Branding is required on all gunny bags (each bale and each gunny) being supplied. Gunny without branding will not be accepted.

36.2 It is mandatory to have the mono of the Chhattisgarh Markfed, the full name of the Chhattisgarh Markfed, the year of supply, the name of the manufacturer, jute mill and supplier, and the branding of Manufacturing in India on each gunny bale being supplied and each gunny bag being supplied. The format for branding is attached at **Annexure-06.**

36.3 Non-branding as an exceptional case only, flat deduction at the rate of Rs. 2/- per bag will be made on the entire quantity.

37. If any tax and duty etc. is imposed in future under the provisions of GST or under any other provision, the same will be recovered from the supplier.

38. In the bills that will be issued by the concerned supplier related to the sale of gunny bags, it will be mandatory to mention the GST registration and HSN code of the related goods and the amount of GST

collected in the bill separately and the amount of GST mentioned in the bill will be determined. It will have to be given to the concerned department within the time period. In the event of non-deposit of the amount mentioned or not filing the return within the stipulated time, the entire responsibility will be of the supplier.

39. The Managing Director,Markfed will have all the right to place, purchase and cancel the supply orders as per the requirement. No objection, demand for reimbursement etc. will be accepted from the tenderer on this issue.

40. Disqualifications:

40.1 Disappointing / evasive performance in the supply by the tenderer as per the work order given by the Chhattisgarh Markfed will be treated as disqualification.

40.2 Willful delay, turmoil, adulteration or other fraudulent conduct on the part of the tenderer will compulsorily enroll him in the black list of the Chhattisgarh Markfed, in addition to other actions, to participate in all the tenders of the Chhattisgarh Markfed in any capacity in future. The defaulted supplier will be declared unfit/ineligible for up to 10 years. In case of blacklisting, all the existing contracts, if any, with the Chhattisgarh Markfed of the tenderer will stand cancelled and the security deposit will be forfeited. All recoverable amounts will be recovered from the tenderer.

40.4 If the tenderer or his related partner / business associate has been blacklisted by the Central Government / State Government / Central Agency / State Agency for supply of gunny bags, then such tender will not be considered and such tender will be treated as cancelled. The security deposit and security amount of the black listed tenderer will be forfeited and all recoverable amounts will be recovered from the tenderer.

40.5 On submission of false, fraudulent or incorrect information/documents by the tenderer, breach of the terms, instructions, conditions of the contract, then the contract will be terminated and the amount will be recovered by getting the work done at the risk and expense of the tenderer for the remaining period of the contract.

40.6 Conditional tender will not be considered.

40.7 The Managing Director reserves all the right to proceed under the above paragraphs.

41. **Miscellaneous:**

41.1 The Tenderer shall not load any other articles in the vehicles in which the Marketing Federation's jute bags being transported.

41.2 The Managing Director,Markfed reserves the right to accept / reject any tender, in full / partial, without assigning any reason.

41.3 The Managing Director,Markfed has full right to relax the tender conditions, rules etc. in special circumstances in the interest of Chhattisgarh Markfed.

41.4 In case of any dispute arising out of with regard to the tender document and the provisions of the contract, the decision of the Managing Director,Markfed shall be final and binding on both the parties.

41.5 No application regarding rates and terms & conditions will be entertained by the tenderers after the opening of the tender.

41.6 The tender rates offered will be valid for 180 days from the date of submission of tender.

41.7 The accepted rates of the tender shall be valid from the date of opening of the tender till the tender period.

45.8 Tenderers who are debarred by Government / Government organization / Semi-Government organization on the date of tender submission date, will not be eligible to submit the tender.

41.9 Tenderers will be bound to abide by the orders issued by the Managing Director from time to time for smooth and successful operation of the work.

42. Amendment/Change in Tender

42.1 The Markfed may make necessary amendments, clarifications etc. in the terms and conditions of the tender up to 02 days before the due date for submission of tender.

42.2 All amendments, clarifications, corrections etc. will be published on the authorized e-tender website and official website of Markfed only.

42.3 All the tenderers are expected to keep a watch on the amendments displayed in this regard on the website of Chhattisgarh Markfed from time to time. The Chhattisgarh Markfed will not be liable if the tenderer suffers any kind of error, confusion/doubt and failure/loss or damage of any kind due to the above modifications etc.

43. Laws/Laws Governing the Contract:- The Contract shall be governed by the laws/statutes for the time being in force in India i.e. applicable.

44. **Summary Termination**:- If the Tenderer is declared insolvent or is winding up or winding up his business or entering into any arrangement with his creditors or any provision of this contract or any of the terms and conditions governing the contract and fails to comply with the terms, his inefficiency in service causes loss to the Markfed, then the Markfed will terminate the contract immediately and the work for the remaining period of the contract will be done at the risk and cost of the tenderer and as a result The damage, loss, charges, expenses, costs incurred shall be recovered from the tenderer. In the event of the dissolution of a partnership firm duly constituted under the Partnership Act, the amount payable by the Chhattisgarh Markfed will be settled as per the orders of the competent court.

45. **Set off**:- This contract may set off/set off any claim by the tenderer from any amount due and payable to the tenderer under other contract with the Chhattisgarh Markfed.

46. Inspection of books of account: - Whenever so called by the General Manager or the authorized officer, the tenderer shall produce or cause to be produced for inspection a true copy or summary of any cost account book, receipts, letters, memorandums or instruments or any such document related to contract.

47. **Corrupt practice/bribery/commission etc.**:- Any bribe, commission or offer of profit made by or on behalf of the tenderers to any officer or servant of the Chhattisgarh Markfed for any favourable or unfavourable work or any promise made therefor, will debar their tenders from being considered. Any kind of publicity on his part by the tenderer will also cause his tender to be cancelled / rejected and action will be taken as per clause no. 43.2 for fraudulent conduct for 10 years.

48. Resolution of disputes:-

48.1 In case of dissatisfaction with the decision of the Managing Director, the Secretary, Food and Civil Supplies Department GoCG will be the only Arbitrator for dispute resolution. It will be mandatory for both the parties to report any dispute before taking it to court.

48.2 For resolving any dispute related to this tender contract, the jurisdiction for court proceedings will be Raipur (CG).

49. **Behavior and Conduct**:- The tenderer and all the employees/workers employed by him/her will provide necessary cooperation in the supply work by being cordial and prudent with all the officers/employees of the Markfed.

Proforma of Bank Guarantee (TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the CG Markfed having its Headquarters at 6th Floor, Tower 'C', Commercial Complex, C.B.D., Sector-21, Atal Nagar, Raipur (C.G.) 492002, (hereinafter called `CG MARKFED) and having agreed to accept the additional security deposit in the form of Bank Guarantee under the terms and conditions of the contract No._____, dated _____ made between the CG MARKFED and Bidder for "Supply of B-TWILL New Jute bags of 50 KG capacity " (hereinafter called the 'contract') for the due fulfilment by the said Bidder of the terms and conditions and obligations contained in the said contract, we (NAME OF BANK), (hereinafter referred to as `the Bank') at the request of (Bidder) do hereby undertake to pay on demand by CG MARKFED an amount not exceeding Rs._____/- (Rupees _____ only).

We (NAME OF BANK) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand by CG MARKFED. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ __/- (Rupees _____ only).

We undertake to pay to the CG MARKFED any money so demanded not withstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, (NAME OF THE BANK) further agree that the guarantee herein contained shall remain in full force and effect during the period from _____to _____ and six months thereafter. The guarantee shall continue to be enforceable till all the dues of the CG MARKFED under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the CG MARKFED certifies that the terms and conditions of the said contract have been fully and properly carried out by said Bidder and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (date)___ we shall be discharged from all liability under this guarantee thereafter.

We, (NAME OF THE BANK) further agree with the CG MARKFED that the CG MARKFED shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the CG MARKFED against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or commission on the part of the CG MARKFED or any indulgence by the CG MARKFED to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder.

The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, (NAME OF THE BANK) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CG MARKFED in writing.

Dated the day of for (NAME OF THE BANK)

Annexure 02

MASTER SERVICE AGREEMENT
[TO BE EXECUTED ON STAMP PAPER]
'AGREEMENT FOR Supply of B-Twill 580 GM New jute bags for Markfed, Chhattisgarh'

This Agreement is made on _____ day of _____, 2021 at Raipur, Chhattisgarh

BY AND BETWEEN

Chhattisgarh State Cooperative Marketing Federation (alias as CG MARKFED), Apex level Federation of Cooperative Marketing Societies in the State Government of Chhattisgarh having its Head Office at 6 TH Floor, Tower "C", Commercial Complex, CBD, Sector-21, Block 'C', Nava Raipur Atal Nagar-492002 Chhattisgarh (hereinafter referred to as the '**Authority'**, which expression shall, unless repugnant to the meaning hereof, would include its successors in interest and assigns) of the First Part

AND

_____, a company incorporated under the Companies Act, _____, having its registered office at _____, (hereinafter referred to as the **Bidder'**, which expression means and include his/her/their legal heirs, representatives, executors, administrators, successors in office and assignees of the Second Part

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

A. WHEREAS:

1. The Authority has issued an RFP bearing number e-proc ---------- dated ---------- for 'Supply of B-TWILL NEW JUTE BAGS OF 50 KG capacity to Markfed, Chhattisgarh'

2. The Bidder has submitted its proposal dated ---------- (hereinafter referred to as the 'Proposal', which term shall include all clarifications and additional documents with reference to the Proposal) in response to the RFP;

3. The Authority has accepted the Proposal and has agreed to Select as a bidder for execution of the scope of work under the RFP and has issued a 'Letter of Intent' notifying the bidder of its selection as successful bidder vide letter no. _____dated _____; and acceptance of LOI also received from bidder vide email dated _____.

4. In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties intend to be bound legally by the terms and conditions agreed in this Agreement.

B. NOW THIS DEED WITHNESSTH AND THE PARTIES HEREIN DO HEREBY MUTUALLY AGREE AS FOLLOWS

1. The Bidder, agree to provide goods and perform other obligations as per the terms and conditions of this Agreement;

2. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

3. The following documents shall form an integral part of this Agreement and precedence's would be as per date of order/ date of letter/ date of publishing:
   I. The RFP, along with all schedules, annexures, corrigendum and clarifications thereto and all documents referred to in the said RFP;
   II. The Proposal, along with all the schedules, annexures, clarifications and additional documents thereto.
   III. The Proposal, along with the 'Price Bid' submitted by the Bidder.
   IV. Letter of Intent (LOI) issued to Bidder by the Authority and 'Acceptance to LOI' issued by the Bidder.

4. AND whereas the Bidder has agreed to execute, upon and subject to the condition set forth herein, (hereinafter referred to as the said conditions) the work shown in the General Conditions of the Contract and 'Scope of Work' section of the RFP/tender document.

5. AND whereas the bidder has deposited a sum of Rs. 10 % of the work order given as Performance Bank Guarantee in the form of a Bank Guarantee No. _____ dated _____ issued by _____ in favor of CG MARKFED payable at Raipur with validity period from __/__/2021 to __/__/____ for the said work and has agreed that this be retained by the Authority till the project period.

6. AND whereas in pursuance thereof the bidder has commenced the work with effect from _____(Date)

7. In consideration of the payments to be made by the CG MARKFED to the tenderer, the tenderer hereby covenants and agrees with the CG MARKFED to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the 'Scope of Work of RFP' as also in the aforesaid documents which shall form part of this agreement.

8. The Bidder shall further keep the CG MARKFED indemnified against any loss to the CG MARKFED property and assets. The CG MARKFED shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the bidder under this contract.

9. That the bidder shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.

10. That this AGREEMENT shall come into force w.e.f _____ and shall remain in force for a period of one year/ project contract validity period. The AGREEMENT may be terminated by the first party on giving the second party thirty days' notice. The AGREEMENT may be renewed with mutual consent under the sole discretion of CG MARKFED

C. PERFORMANCE BANK GUARANTEE

1. Performance Bank Guarantee to be submitted before the signing of agreement deed. The validity of PBG should be 6 months beyond the actual expiry of contract duration.
2. In the event of the bidder being unable to service the Agreement for whatsoever reason, the Authority would be entitled to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Client under the Agreement in the matter, the proceeds of the PBG payable to the CG MARKFED in case of bidder
3. Failures to complete its obligations under the Agreement are in addition to any other rights of the Client under law or the Agreement.

That this agreement may be terminated on any of the following contingencies: -

1. On the expiry of the contract period as stated above.
2. By giving one month's notice by CG MARKFED on account of:

   a. For committing breach by the Servicer Provider of any of the terms and conditions of this agreement.
   b. On assigning the contract or any part thereof to any sub-contractor by the Service Provider without written permission of the Managing Director, CG MARKFED.
   c. On Service Provider being declared insolvent by competent Court of Law.

D. OTHER TERMS AND CONDITIONS:

The terms and conditions set forth in the agreement together with the terms and conditions set forth in the tender notice and the terms and conditions contained in the RFP as well as any other communication exchanged between the Bidder and the authority (CG Markfed) shall form part and parcel of this agreement.

E. ARBITRATION:

1. In the event of any question, dispute or difference arising under these conditions or any special condition of contract, or in connection with this contract (except as to any matters. The decision of which is specially provided by these or the special conditions), the same shall be referred to the sole arbitration of a person appointed to be arbitrator, i.e. by the State Government. The award of the arbitrator shall be final and binding on the parties to this contract.
2. In the event of the arbitrator doing, neglecting, or refusing to act or resigning or unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority in place of the outgoing in the manner aforesaid.
3. It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
4. Subject as aforesaid, the Arbitration and Conciliations act of 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
5. The venue of arbitration shall be Raipur or such other place as the arbitration at his discretion may determine.

F. Termination:

1. In the event of the bidder having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the CG MARKFED shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the bidder any resultant loss sustained or costs incurred by the corporation.
2. CG MARKFED shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Bidder of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the security deposit or any part thereof and/or invoke the Bank Guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the Bidder(s)'s negligence or deficiency or unworked-man like performance of any of the services under the contract. The bidder shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Purchaser shall be final and binding on the bidder.
3. CG-Markfed reserves the right to terminate the contract at any time by giving one month's notice in writing to the Service Provider if the policy guidelines, on which the contract is dependent, are modified or the existing policy is discontinued, in which event no fee, costs, expenses, damages etc. shall be payable.
4. If at any time during the currency of contract, it comes to the notice of purchaser that the Govt/ Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the bidder, purchaser reserves the right to summarily terminate the contract.
5. Purchaser reserves the right to forthwith cancel any supplies under this contract if bidder is blacklisted by the GST authorities.

G. Force majeure

A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected bidder, which such bidder could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this agreement, which do not result from the negligence of such bidder or the failure of such Bidder to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a material adverse effect on the affected Bidder's obligations under this Contract. A bidder shall be entitled to suspend or excuse performance of its respective obligations under this contract to the extent such performance is impeded by a Force Majeure event.

a. Procedure for Force Majeure

If a Bidder claims relief on account of a Force Majeure, then the bidder claiming to be affected by such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the purchaser in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the bidder's obligations under this contract. Upon cessation of the situation which led to a bidder claiming Force Majeure under this clause, the Bidder shall, within seven days thereof, notify the Corporation in writing of the cessation and the

bidder shall, as soon as practicable thereafter, continue performance of all obligations under this contract but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

b. **Prolonged Force Majeure**

1. In the event Force Majeure continuously impedes or prevents a bidder's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the bidder, they shall be decided by mutual consent through consultation either the terms upon which to continue the performance of this contract or to terminate this contract.
2. Any period within which a bidder shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
3. The bidder(s) is entitled to the payments for the portion of the work already completed before the occurrence of any event constituting force majeure culminating in termination of contract. Decision of the purchaser in this regard will be final.
4. However, changes in applicability of taxes or tax rates and changes in statutory requirements shall not be a ground for force majeure

H. Indemnity

The Bidder shall indemnify purchaser and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the bidder in respect of the services provided etc., whatsoever.

I. Confidentiality

The Bidder and its employees shall undertake to maintain absolute confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information concerning or relating to purchaser and its affairs to which the Bidder)/ their employees etc. have access, in the course of performance of the contract.

J. Law governing contract & Resolution of Disputes

Law governing contract & Resolution of Disputes- If Purchaser and the Bidder is unable to resolve the disputes amicably, then such disputes shall be governed as per Arbitration clause of this RFP.

K. JURIDICTION:

All Civil suits arising the agreement should be subject to the jurisdiction of the city civil court, Raipur, CG only

IN WITNESS WHERE OF the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer,_____
_____ to the CLIENT 'AUTHORITY' (CG MARKFED)in the presence of:

Signature of Tenderer (with seal)

Witness (Signature, Name & Address):
1)
2)

Signature of Authorized representativeof the Client/CG MARKFED Accepting Authority.

Witness (Signature, Name & Address):
1)
2)

To,

Managing Director,

C.G. State Cooperative Marketing Federation Limited,

....

Subject:- Procurement of B-TWILL NEW JUTE BAGS of 50 KG CAPACITY.

Dear Sir,

I/WE have read and understood the tender notice and this document thoroughly published by CG Markfed for the above work.

2. I/We agree to abide by the terms and conditions of this document.

3. Summiting my rates for the said work.

4. My details are as under:-

4-1 1. Full Name of the Bidder:-

1	Address:		
	A	Telephone number with office code	
	B	with residence code	
	C	mobile number	
	D	E-mail	
	E	Fax number	
2	Nature of Firm / Partnership Firm / Company Other		
3	Name and designation of the person signing the tender		
4	Whether there is power of attorney / authorization letter		

4-4 Name of the bank with branch (Write the account number) in which the payment is made. A cancelled check of the concerned bank account must be attached.

In the last 4-5 years, my/our security deposit has been forfeited under any tender of the Chhattisgarh Markfed. If yes, give details.

4-6 Have you ever been banned from tendering or work by this Chhattisgarh Markfed. If yes, give details.

If the supply work is entrusted to us by the Chhattisgarh Markfed, then we / I fully agree to enter into the contract by depositing the security amount as per rules within the stipulated period.

I/We also declare under oath that I/us/our firm/institution/company has not been blacklisted by any government/semi government/government agency till the date of submission of tender/in the upcoming tender of the concerned institution. not denied participation.

If any information is found to be incorrect/error in the affidavit as above, then my/our tender will be liable to be cancelled.

We / I do hereby declare that the entries made in the tender form and the appendices attached therewith are true to the best of my/our knowledge and belief and I shall be solely responsible for the same.

Date Signature of the bidder .....

Name ....

name of firm ....

Full Address ....

....

Status ....

Seal ....

Note - Fill the required details clearly in this and entry in the entire column is very necessary, otherwise the tender can be cancelled in the absence of required details.

Profile of Bidder

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Item	Details
1	Name of Organisation	
2	Date of Incorporation	
3	Incorporated Address	
4	Postal Mailing Address	
5	Name, designation, Tel, Mobile, official e-mail of Authorised signatory	
6	Income Tax PAN No.	
7	Goods and Services Tax registration Number	
8	Whether using own product/services or is a licensee	
9	Brief Description of support service facilities (Add additional sheet, if required)	

This is the proforma of the financial bid, a table similar to the one given below will be displayed on the portal, in which the rates are to be filled online only.

(This will be amended as per the requirement which will be binding on the bidder)

S.No.	**Rate per Bale(Inclusive of all taxes) in numbers**	**Rate per Bale(Inclusive of all taxes) in words**

Note-Rate quoted by the bidder will be F.O.R. inclusive of all taxes and expenses.

Note-Successful Bidder is bound to deliver bales on notified locations as per instructions issued by Markfed on time to time basis.

Note-The bidder has to deposit the sixteen (16) sample Jute bags of desired specifications physically at Marked HQ Raipur before last date of bid submission.

भारतीय मानक
Indian Standard

IS 16186 : 2014

वस्त्रादि — 50 किग्रा खाद्यान्न पैक करने के लिये हल्के भार वाले पटसन के बोरे — विशिष्टि

Textiles — Light Weight Jute Sacking Bags for Packing 50 kg Foodgrains — Specification

ICS 55.080; 59.060; 67.060



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भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS
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March 2014

Price Group 3

Jute and Jute Products Sectional Committee, TXD 03

FOREWORD

This Indian Standard was adopted by the Bureau of Indian Standards, after the draft finalized by the Jute and Jute Products Sectional Committee had been approved by the Textile Division Council.

The types of bags specified in this standard have been developed after extensive trials keeping in view the guidelines provided by the International Labour Organization (ILO) for not permitting manual carriage of weight exceeding 50 kg by the workers and consumers for their safety.

For the purpose of deciding whether a particular requirement of this standard is complied with, the final value, observed or calculated expressing the result of a test or analysis, shall be rounded off in accordance with IS 2 : 1960 'Rules for rounding off numerical values (*revised*)'. The number of significant places retained in the rounded off value should be the same as that of the specified value in this standard.

Indian Standard

TEXTILES — LIGHT WEIGHT JUTE SACKING BAGS FOR PACKING 50 kg FOODGRAINS — SPECIFICATION

1 SCOPE

This standard prescribes constructional details and other requirements of light weight jute sacking bags for packing 50 kg foodgrains.

2 REFERENCES

The following standards contain provisions which, through reference in this text, constitute provisions of this standard. At the time of publication, the editions indicated were valid. All standards are subject to revision and parties to agreements based on this standard are encouraged to investigate the possibility of applying the most recent editions of the standards indicated below.

IS No.	*Title*
2873 : 1991	Textiles — Packaging of jute products in bales — Specification (*second revision*)
5476 : 1986	Glossary of term relating to jute (*first revision*)
9113 : 1993	Textiles — Jute sacking — General requirements (*first revision*)

3 TERMINOLOGY

For the purpose of this standard, the definitions given in IS 5476 shall apply.

4 MANUFACTURE

4.1 The bags shall be made from single piece of twill weave jute sacking of uniform construction as given below with warp running along the length of the bag:

Type A — Single warp, double weft woven on modern shuttleless loom.

Type B — Double warp, single weft woven on conventional shuttle loom.

There shall be a single blue stripe, or stripes woven along the length of the bag or the bag shall be without stripe as agreed to between the buyer and the seller. The constructional particulars of sacking used in the fabrication of the bags shall be such that the bags meet the requirements specified in Table 1.

4.2 Seam

The two sides of the bags shall be sewn with herakle stitches on selvedge through two layers of sacking as specified in IS 9113. The number of stitches per decimetre shall be 10 + 1.

4.3 Safety Stitch

If agreed to between the buyer and the seller, a line of safety union stitch shall be provided at the inner edges of the herakle stitches (*see* IS 9113). The number of safety union stitches per decimetre shall be 10 ± 1.

4.4 Hemming at the Mouth

Provisions of IS 9113 shall apply.

4.5 Freedom from Defects

The bags shall meet the requirement of freedom from major defects as given in Annex A.

5 SPECIFIC REQUIREMENTS

5.1 The bags shall conform to the requirements specified in Table 1.

5.2 The bales containing the bags shall also conform to the requirements specified in Table 2.

5.3 The contract moisture regain shall be 20 percent.

5.4 Additional Requirements for Labelling as Environment Friendly Products

5.4.1 *General Requirement*

5.4.1.1 The bags shall confirm to the requirements for quality and performance prescribed under 5.1 to 5.3.

5.4.1.2 The manufacturers shall produce to BIS, environmental consent clearance from the concerned State Pollution Control Board as per the provisions of *Water (Prevention and Control of Pollution) Act*, 1974 and *Air (Preventions and Control of Pollution) Act*, 1981 alongwith the authorization, if required under the *Environment (Products) Act*, 1986 and the Rules made thereunder, while applying for ECO-Mark. Additionally, the manufacturer shall produce documentary evidence on compliance of the provisions related to noise level and occupational health under the provisions of *Factory Act*, 1948 and Rules made thereunder.

5.4.1.3 The product packaging may display in brief the criteria based on which the product has been labelled environment friendly.

Table 1 Requirements of Jute Bags
(*Clauses* 4.1 *and* 5.1)

Sl No.	Characteristic	Requirement		Tolerance	Method of Test, Ref to Cl of IS 9113
		Type A	Type B		
(1)	(2)	(3)	(4)	(5)	(6)
i)	Dimensions (*see* Note 1) :				8.3.2
	a) Outside length, cm	94	94	+ 4 cm − 0	
	b) Outside width, cm	57	57	+ 4 cm − 0	
ii)	Ends/dm	46	64	+ 4 − 3	8.4.2
iii)	Picks/dm	50	28	+ 2 − 2	8.4.2
iv)	Corrected mass/bag, g (*see* Note 2)	580	580	+ 8.0 Percent − 6.0 Percent	8.5.2
v)	Average breaking strength of sacking (ravelled-strip method,10 cm × 20 cm), *Min*, N (kgf):				8.6.2
	a) Warpway	1 570 (160)	1 570 (160)		
	b) Weftway	1 420 (145)	1 420 (145)		
vi)	Average seam strength (5 cm × 20 cm ravelled strip), *Min* N (kgf)	490 (50)	490 (50)		8.7
vii)	Moisture regain, percent, *Max*	22	22		8.2
viii)	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 grains. For packing of other materials, the buyer and the seller may agree to the dimensions other than those specified above. The mass of such bags may be calculated by the method given in **5.3** of IS 9113. However, tolerances specified in this table for dimension and on the mass shall be permissible.

2 Average moisture regain shall be maximum 22 percent. However, 10 percent of the individual value of moisture regain percent may be above 22 percent with an upper limit of 26 percent.

Table 2 Requirements of Packed Bales
(*Clause* 5.2)

Sl No.	Characteristic	Requirement	Method of Test, Ref to Cl of IS 9113
(1)	(2)	(3)	(4)
i)	Total number of bags per bale (*see* Note 1)	500	8.9
ii)	Number of bags per bundle	25	—
iii)	Contract mass of a bale, kg (*see* Note 2)	290	—
iv)	Corrected net mass of a bale, kg	Not less than contract mass	8.1
v)	Number of joined bags per bundle of 25 bags	1	Visual

NOTES

1 The number of bags per bale shall be 500 or as specified in an agreement between the buyer and the seller.

2 Contract mass of a bale is calculated as follows:

Contract mass of a bale = nominal mass of bag × specified number of bags per bale.

5.4.1.4 The material used for product packaging shall be reusable or made from recyclable or biodegradable materials.

5.4.1.5 Fatty alcohol based non-ionics as emulsifier should be used wherever required.

5.4.1.6 Polyhalogenated based phenolic fire retardants shall not be used.

5.4.2 *Specific Requirements*

5.4.2.1 The bags shall conform to the requirements given in Table 3.

6 PACKING

The bags shall be packed in bales as prescribed in IS 2873 or as specified in the agreement between the buyer and the seller.

Table 3 Specific Requirements for ECO-Mark
(*Clause* 5.4.2.1)

Sl No.	Parameter[1]	Maximum Limit, Hessians and Sackings mg/kg (ppm)
(1)	(2)	(3)
i)	Non-halogenated hydrocarbons	3 percent
ii)	Pesticides (Sum parameter)[2]	1.0
	Banned Pesticides	Nil (Below detectable limit)
iii)	pH of aqueous extract	6.0-7.0
iv)	Coupled aminess from azo-dyes (Sum parameters)[3]	50.0 (Detectable limit using GC/MS)

[1] The methods of tests for ECO-parameters are being developed by BIS and Textiles Committee. Till the methods of tests are standardized, the manufacturer shall declare conformance taking into consideration the chemicals, auxiliaries and dyes used.

[2] The list of pesticides used on jute, banned restricted or withdrawn is appended as Annex B.

[3] The list of coupled amines released from azo-dyes is appended as Annex C.

7 MARKING

7.1 The bales shall be marked as prescribed in IS 2873. Additional markings shall be made as stipulated by the buyer or required by regulation or law in force.

7.2 BIS Certification Marking

The bales may also be marked with the Standard Mark.

7.2.1 The use of the Standard Mark is governed by the provisions of the *Bureau of Indian Standards Act*, 1986 and the Rules and Regulations made thereunder. The details of conditions under which the licence for the use of the Standard Mark may be granted to manufacturers or producers may be obtained from the Bureau of Indian Standards.

7.3 The bales may also be marked with ECO-Mark in addition to Standard Mark if the requirements specified in **5.4** are also satisfied.

8 SAMPLING AND CRITERIA FOR CONFORMITY

8.1 Lot

All bales of jute bags of same size produced under similar conditions of production and delivered to a buyer against one dispatch note shall constitute a lot.

8.2 Sample Size and Criteria for Conformity

For assessing the conformity of lot to the requirements of this standard, bales shall be first selected from each lot at random in accordance with the col 2 and 3 of Table 4. All the bales so selected in the sample shall be tested for 'Gross mass of bales', 'Tare mass of bailing hoops and other packing materials' and 'Number of bundles per bale'. Two bundles of bags selected at random from each bale selected in the sample shall be tested for total number of bags per bundle. The lot shall be considered as conforming to the requirements of this standard if all the following conditions are satisfied:

a) Total corrected net mass of all the bales in the sample is not less than the total mass of all the bales.

b) Total number of bags in each bale selected as per **8.2** meet the relevant requirement.

8.3 Sample Size for Bags

For freedom from defects, length, width, ends/dm, picks/dm, number of stitch/dm, mass per bag and moisture regain, 16 bags shall be selected at random from each of the bales selected as per **8.2**. The total number of bags to be tested from each lot for these requirements is given in col 5 of Table 4.

8.4 Criteria for Conformity

8.4.1 *Criteria for Conformity for Freedom from Defects*

Each bag selected in the sample shall be tested for freedom from defects. A bag shall be termed as defective, if it contains two or more major defects (*see*

Table 4 Sample Size and Acceptance Numbers
(*Clauses* 8.2, 8.3, 8.4.1 *and* 8.4.2)

Sl No.	No. of Bales in the Lot	No. of Bales in the Sample	For Length, Width, Number of Stitches/dm, Ends/dm, Picks/dm, Moisture Regain		
			No. of Bags from Each Bale	Total Number of Bags in Sample	Acceptance Number
(1)	(2)	(3)	(4)	(5)	(6)
i)	Up to 25	5	16	80	5
ii)	26 to 90	8	16	128	7
iii)	91 to 300	13	16	208	10
iv)	301 to 500	20	16	320	14

NOTE — If the number of bales in a consignment exceeds 500, the same shall be split into number of lots each comprising maximum of 500 bales. Joined bags shall also be drawn during sampling of bags for visual inspection and breaking strength test.

Annex A). A lot shall be considered conforming to this requirement, if the number of defective is less than or equal to the acceptance number given in col 6 of Table 4. Acceptance number given in Table 4 is on the basis of an AQL of 2.5 percent.

8.4.2 *Criteria for Conformity for Length, Width, Ends/dm, Picks/dm, Number of Stitches/dm and Moisture Regain*

The lot which meets the requirements of **8.4.1** shall be tested for length, width, ends/dm, picks/dm, number of stitches/dm and moisture regain as per the plan. A bag shall be termed as defective, if it fails to meet any one or more of these requirements. The lot shall be considered as conforming to the requirements of length, width, ends/dm, picks/dm, stitches/dm and moisture regain, if the total number of defective found in the sample is less than or equal to the corresponding acceptance number given in col 6 of Table 4.

8.4.3 *Criteria for Conformity for Mass per Bag*

The lot which meets the above requirements, shall then be tested for mass of bag. The lot shall be declared as conforming to this requirement if:

a) Average value of mass per bag, as obtained for sampled bags is not less than the nominal value specified, and

b) Not more than 10 percent of the individual values of mass of bags is below the lower specified value.

8.5 Sample Size and Criteria for Conformity for Breaking Strength Requirement

The lot, which meets the above requirements shall then be tested for breaking strength requirements. For this purpose, one bag shall be selected at random from each bale selected in the sample. Suitable test specimens shall be taken from these bags and tested for warpway, weftway and seam strength. The lot shall be declared as conforming to these requirements if :

a) Average values of warpway, weftway and seam breaking strengths respectively, as obtained for all test specimens are not less than the corresponding values specified, and

b) None of the individual value is less than 20 percent below the specified value.

8.6 Sample Size and Criteria for Conformity for Oil Content

The lot, which meets the above requirements, shall then be tested for oil content. For this purpose two bags shall be selected out of two different bales selected as per **8.2**. The lot shall be declared as conforming to this requirement, if both the bags meet the requirement of oil content.

8.7 The lot shall be considered as conforming to the requirements of this standard, if **8.2** and **8.4** to **8.6** are satisfied.

ANNEX A

(*Clauses* 4.5 *and* 8.4.1)

CLASSIFICATION OF DEFECTS

Type of Defect	*Description*		*Major*	*Minor*
GAW		> 1.5 cm	x	
		0.5 cm to 1.5 cm		X
Multiple broken/missing warp (end)	Two or more contiguous, regardless of length		x	
Multiple broken weft (pick)	Two or more contiguous, regardless of length		x	
	One pick, full width			X
Cut, hole, tear or patch	Two or more warp or filling threads ruptured at adjoining points		x	
Float	A place in the fabric where warp and weft yarns escape the required interlacement	> 2 cm^2	x	
		0.5 cm^2 to 2 cm^2		X
Gap stitching	Stitches missing	> 1.5 cm	x	
		0.5 cm to 1.5 cm		X
Corner Gap	Corner of the bag not properly stitched resulting in formation of hole	> 1.5 cm	x	
		0.5 cm to 1.5 cm		X
Mildew	Staining of fabric due to fungal or bacterial growth visible to naked eye		x	

NOTES

1 x — Major defects.

X — Minor defects.

2 Two minor defects shall be counted as one major defect.

ANNEX B

(*Table* 3)

LIST OF PESTICIDES USED ON JUTE — BANNED, RESTRICTED OR WITHDRAWN

B-1 PESTICIDES REGISTERED FOR USE ON JUTE IN INDIA

HERBICIDES : Dalapon

FUNGICIDES : Carbendazim

INSECTICIDES : Carbaryl, Carbofuran, Endosulfan, Lindane, Phosalone, Quinalphos

B-2 EXTRACT FROM LIST OF PESTICIDES NOT APPROVED, RESTRICTED USE, WITHDRAWN OR BANNED IN THE COUNTRY AS ON 10.04.1992

B-2.1 Pesticides not Approved for Use

2, 4, 5-T

B-2.2 Pesticides Restricted for Use

Use of DDT in agriculture is banned. In very special circumstances warranting the use of DDT for plant protection, the State or Central Government may purchase it directly from M/s Hindustan Insecticides Ltd, to be used under expert Government supervision. Use of DDT for public health programme up to 10 000 MT per annum, except in case of any major outbreak, is restricted.

Use of Diedrin shall be restricted for Locust Control in desert areas by Plant Protection Advisor to the Government of India.

B-2.3 Pesticides Banned/Withdrawn

Pentachlorophenol, Toxaphene and Aldrin.

ANNEX C

(*Table* 3)

LIST OF COUPLED AMINES RELEASED FROM AZO — DYES

i) 4-Aminodiphenyl
ii) 2-Amino-4-nitrotouene
iii) 13enzidine
iv) 4-Chloro-*o*-toluidine
v) 2-Naphy Iamine
vi) *o* Alminoazotolune
vii) *p*-Chloraniline
viii) 2,4-Diaminoanisole
ix) 4,4' — Diaminodiphenylmethane
x) 3,3' — Dimethoxybenzidine
xi) 3,3' — Dimethoxybenzidine
xii) 3,3' — Dimethylbenzidine
xiii) 3,3' — Dimethyl 4,4' diaminodiphenylmethane
xiv) *p*-kresidin (2-Methoxy 5 methylaniline)
xv) 4,4' Methylene-bis-(2-chloraniline)
xvi) 4,4' Oxydianiline
xvii) 4,4' Thiodianiline
xviii) *o*-Toluidine
xix) 2,4, — Toluylenediamine
xx) 2,4,5 — Trimethylaniline
xxi) *p*-Amino-azobezene
xxii) 2-Methoxyaniline

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This Indian Standard has been developed from Doc No.: TXD 03 (1055).

Amendments Issued Since Publication

Amend No.	Date of Issue	Text Affected

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AMENDMENT NO. 1 AUGUST 2016 TO

IS 16186 : 2014 TEXTILES — LIGHT WEIGHT JUTE SACKING BAGS FOR PACKING 50 kg FOODGRAINS — SPECIFICATION

(Page 1, clause 4.1) — Substitute the following for the existing clause:

'4.1 The bags shall be made from single piece of 2/1 twill weave sacking of uniform construction as given below having nominal mass of 504 g/m2 with warp running along length of bag:

a) Type A — Single warp, double weft woven on modern shuttleless loom.
b) Type B — Double warp, single weft woven on conventional shuttle loom.

There shall be a single blue stripe, or stripes woven along the length of the bag or the bag shall be without stripe as agreed to between the buyer and the seller. The constructional particulars of sacking used in the fabrication of the bags shall be such that the bags meet the requirements specified in Table 1;

[Page 2, Table 1, Sl No. (ii), (v) and (vi)] — Substitute the following for the existing:

Table 1 Requirements of Jute Bags
(CIauses 4.1 and 5.1)

Sl No.	Characteristic	Requirement		Tolerance	Method of Test,Refto Clause of 1S 9113
		Type A	Type B		
(1)	(2)	(3)	(4)	(5)	(6)
ii)	Ends/dm	46	64	Type A ±2 Type B +4 - 3	**8.4.2**
v)	Average breaking strength of sacking (ravelled-strip method, 10 cm × 20 cm), Min, N (kgf):				**8.6.2**
	a) Warpway	1 225(125)	1 225(125)		
	b) Weftway	1 225(125)	1 225(125)		
vi)	Average seam strength (5 cm × 20 cm ravelled strip), Min, N (kgf)	431(44)	431(44)		**8.7**

(Page 3, clauses **8.3, 8.4, 8.4.1, 8.4.2 and 8.4.3**) — Substitute the following for the existing clauses:

8.3 Sample Size for Bags

For freedom from defects, length, width, ends/dm, picks/dm, number of stitch/dm, mass per bag and moisture regain, 7 bags shall be selected at random from each of the bales selected as per 8.2. The total number of bags to be tested from each lot for these requirements is given in col 5 of Table 4.

8.4Criteria for Conformity

8.4.1 Criteria for Conformity for Freedom from Defects

Each bag selected in the sample shall be tested for freedom from defects. A bag shall be termed as defective, if it contains two or more major defects (see Annex A). A lot shall be considered conforming to this requirement, if the number of defectives is less than or equal to the acceptance number given in col 6 of Table 4. Acceptance numbers given in Table 4 are on the basis of an AQL of 4.0 percent.

8.4.1.1 Criteria for conformity for length and width

The dimension of at least 90 percent of the bags under test shall be in accordance with the requirement specified. Out of the remaining bags (10 percent, Max), dimension of not a single bag is below the specified nominal value by more than 2.0 cm and 1.0 cm in case of length and width, respectively.

Amendment No. 1 to IS 16186 : 2014

8.4.2 Criteria for Conformity for Ends/dm, Picks/dm, Number of Stitches/dm and Moisture Regain

The lot which meets the requirements of 8.4.l and 8.4.1.1 shall be tested for ends/dm, picks/dm, number of stitches/dm and moisture regain as per the plan. A bag shall be termed as defective, if it fails to meet any one or more of these requirements. The lot shall be considered as conforming to the requirements of ends/dm, picks/dm, number of stitches/dm and moisture regain, if the total number of defective found in the sample is less than or equal to the corresponding acceptance number given in col 6 of Table 4.

8.4.3 Criteria for Conformity for Mass per Bag

The lot, which meets the above requirements, shall then be tested for mass of bag. The lot shall be declared as conforming to this requirement, if

a) the average corrected value of mass per bag as obtained for sampled bags under test is not less than nominal value specified.
b) the corrected mass of at least 80 percent of bags under test is in accordance with requirement specified.
c) out of remaining bags (20 percent, Max), all bags may have corrected mass above the specified limit, but corrected mass of not more than 10 percent of sampled bags under test is below the specified value by more than 12 percent of specified nominal value.'
d) (Page 3, Table 4) — Substitute the following for the existing table:

Table 4 Sample Size and Acceptance Numbers

[*Clauses* 8.2, 8.3, 8.4.1, 8.4.1.1 *and* 8.4.2]

Sl No.	No. of Bales in the Lot	No. of Bales in the Sample	For Number of Stitches/dm, Ends/dm, Picks/dm, Moisture Regain		
			No. of Bags from Each Bale	Total Number of Bags in Sample	Acceptance Number
(1)	(2)	(3)	(4)	(5)	(6)
i)	Up to 25	5	7	35	5
ii)	26 to 90	8	7	56	6
iii)	91 to 300	12	7	84	8
iv)	301 to 500	18	7	126	10

NOTE — If the number of bales in a consignment exceeds 500, the same shall be split into number of lots each comprising maximum of 500 bales. Joined bags shall also be drawn during sampling of bags for visual inspection and breaking strength test.

छ0ग0 राज्य सहकारी विपणन संघ मर्यादित,

विपणन संघ

FOOD GRAINS

COMMODITY PADDY/RICE

KMS 2021-22

APEX MARKFED

MANUFACTURED IN INDIA

स्वच्छ भारत

एक कदम स्वच्छता की ओर

File No.15(1)/2012-PY-III-Part(1)

Immediate

No.15-35/2020.Py.III (E.373783)
Government of India
Ministry of Consumer Affairs, Food & Public Distribution
Department of Food & Public Distribution
****

Krishi Bhavan, New Delhi.
Date: 29/04/2021

To

The Secretary, Food & Civil Supplies Department,
Government of Andhra Pradesh, Assam, Bihar, Chhattisgarh, Gujarat, Haryana, Himachal Pradesh, Jammu & Kashmir, Jharkhand, Karnataka, Madhya Pradesh, Maharashtra, Nagaland, Tripura, Orissa, Punjab, Rajasthan, Tamil Nadu, Telangana, Uttaranchal, Uttar pradesh, West Bengal, Andaman & Nicobar Islands, Chandigarh, Delhi and Puducherry.

Subject: Colour Coding of Gunny Bags to facilitate identification of crop year of stock for KMS 2021-22.

Sir/ Madam,

I am directed to say that it has been decided with the approval of Competent Authority to adopt **BLUE** colour coding for gunny bags for KMS 2021-22. The colour coding will be in the manner as indicated below:

1. Stencil or Branding as per indenters' requirements shall be in **"BLUE"** colour
2. Marking or stitching on the mouth of the bag after filling the grain will be done by the FCI/State Agencies in **"BLUE"** colour.
3. For identification marking of marketing season, there will be color coded strip/s on every jute bag. Width of each strip will be of 4 threads. Each strip will be running along the length of the Bag and shall be in **"BLUE"** color.

For bags to be supplied through Jute Commissioner of India.

4. (I) Single strip is to be printed for bags to be supplied through Jute

commissioner of India. This single strip shall be printed at a distance of about 150 mm away from any selvedge of the bag.

4. (ii) For supply of jute bags to Andhra Pradesh, Telangana, Tamil Nadu, Kerala and Karnataka through Jute Commissioner of India, an additional **Black colour strip** will be printed on each bag at a distance of about 150 mm away from other selvedge of the bag.

For bags not purchased through Jute Commissioner of India.

5. For jute bags not purchased through Jute Commissioner of India, two strips shall be printed on each bag. Each of two strips shall be printed at a distance of about 150 mm away from the respective selvedges of each bag.

6. This issues with the approval of the competent authority.

Yours faithfully

Digitally signed by INDERDEEP KANDWAL
Date: 2021.04.29 12:29:56 IST

(Inderdeep Kandwal)
Under Secretary (Py.III)
Ph: 011-23384448

Copy to

1. Chairman, FCI, New Delhi.
2. ED (Proc) FCI, New Delhi.
3. Jute Commissioner, Kolkata
4. Chairman, IJMA, Kolkata.

Annexure-07

Bidder's affidavit

Notarized Affidavit (undertaking) regarding technical bid on stamp paper of Rs.100/-

I/We are participating voluntarily in open tender invited by C.G. State Cooperative Marketing Federation Limited for supply of B-TWILL 580 GM NEW JUTE BAGS at specified supply place.

I/We have thoroughly read and understood the tender information and documents published by the Chhattisgarh Markfed on their website and we will deliver the prescribed quality at the specified / ordered warehouse as per the prescribed conditions and specifications. Tender rates including taxes and expenses are presented.

I/We fully agree and commit to deliver the required quantity in the desired timelines and as per specifications mentioned in the tender.

2. In this regard, we fulfill all the technical qualifications mentioned in the prescribed tender document and are presenting all the documents online with the tender on our own responsibility with complete truth and integrity.

3 EMD has been submitted as per the tender rules. e-receipt no. . . . . Date . . . . is presented.

4 I/We also certify with full sincerity that till date no criminal case has been registered against us in respect of any kind of irregularity in supply in the whole of India, nor in this matter, I/We have received the punishment.

5 I/We also certify that I/We have not been blacklisted by any Government/Non-Government organization throughout the country due to poor performance/defaulter in the course of business etc.

6 I/We also certify that the jute bags as per specifications prescribed under this tender will be made available by me/us at designated godowns/procurement centers as per order in specified timelines. All the responsibility related to this will be my/ours.

Signature of the bidder ..... .

Name of the Bidder..... .....

Address.....