



# RAJASTHAN STATE COOPERATIVE MARKETING FEDERATION LTD

4, BHAWANI SINGH ROAD, JAIPUR

Tel : 0141-2740081, E-Mail : [rajfed@yahoo.com](mailto:rajfed@yahoo.com), GSTIN: 08AAAR0279B1ZU

## ***Empanelment offer for Jute gunny bags***

- Offer For supply of New/ Fresh 530 gms jute sacking bags for packing of pulses (50 Kg. packing) SBT bags, 775 gms New/ Fresh jute sacking bags for packing of mustard seeds (50 Kg. packing) AT bags and 767 gms New/ Fresh jute sacking bags for packing of Groundnut (35 Kg. packing) BT bags as per Specification.
- RAJFED invites proposals through e-Bid from reputed Manufacturers/Millers or Authorized distributor for empanelment of Supply of New/ Fresh Jute Gunny bags :
- Interested eligible jute millers or their distributors may obtain detailed information of bidding documents at the site <https://eproc.rajasthan.gov.in>, [rajfed.in](http://rajfed.in) and <https://sppp.rajasthan.gov.in>

| Particular                                                                           | Remarks                                                  |
|--------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Date of Commencement of sale of Empanelment Documents</b>                         | <b>28.08.2025 at 10:00 A.M.</b>                          |
| <b>Pre offer Meeting Date &amp; Time</b>                                             | <b>03.09.2025 at 11:30 A.M.</b>                          |
| <b>Venue of Pre-offer Meeting</b>                                                    | <b>RAJFED Head office, 4 Bhawani Singh Road, Jaipur.</b> |
| <b>Offer Submission Start Date at e-procurement website</b>                          | <b>28.08.2025 at 11:30 A.M.</b>                          |
| <b>End Date for the submission of offer online at e-procurement website</b>          | <b>10.09.2025 at 1:00 P.M.</b>                           |
| <b>Last Date and Time for physical submission of Empanelment fees RISL fees etc.</b> | <b>10.09.2025 at 3:00 P.M.</b>                           |
| <b>Time and Date of opening of Technical bid</b>                                     | <b>11.09.2025 at 11:00 A.M.</b>                          |

- Invitation of offer may be cancelled at any time without any prior notice by Managing Director, RAJFED.

**Managing Director, RAJFED**



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**RAJASTHAN STATE COOPERATIVE MARKETING FEDERATION LTD****4, BHAWANI SINGH ROAD, JAIPUR****Tel : 0141-....., E-Mail : rajfedmspbardana@gmail.com, GSTIN: 08AAAR0279B1ZU****Bardana/RAJFED/2025-26/****Dated:**

RAJASTHAN STATE COOPERATIVE MARKETING FEDERATION LTD. invites offer in prescribed format from reputed manufacturers / millers or authorized distributors of New/ Fresh jute bags for one year from the date of agreement for empanelment for supply of jute bags on rate contract basis having minimum average turn-over equivalent to 50 percent of the value of the quantity offered by Bidder in last 3 years.

| S. No. | Name of Material                                                                                                                                                |
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| 1      | 2                                                                                                                                                               |
| 1.     | Light weight jute sacking bags 530 gms as per BIS specification no. IS 18162 : 2023 amended upto date (94 cm x 57 cm, weight 530 gms) ( <b>Annexure-I</b> )     |
| 2.     | Light weight jute sacking bags 775 gms as per BIS specification no. IS 18161 : 2023 amended upto date (91 cm x 67.50 cm, weight 775 gms) ( <b>Annexure-J</b> )  |
| 3.     | Light weight jute sacking bags 767 gms as per BIS specification no. IS 18163 : 2023 amended upto date (122 cm x 67.50 cm, weight 767 gms) ( <b>Annexure-K</b> ) |

1. Empanelment of suppliers will be made for one year. From this empanelment, rates will be obtained every two months or as required and orders for supply of goods will be placed with the L1 supplier. In case the L1 supplier is unable to supply the entire material, other suppliers will be given work orders for proportion of goods at L1 rates.
2. Offers will be accepted only from jute millers registered under Jute Commissioner Government of India or their authorized distributors.
3. The participating millers / authorized dealers should have at least three years experience of supplying jute bags and adequate manufacturing capacity.
4. The supply of order as per requirement of Rajfed will have to be supplied by the supplier within one month from the date of placement of order by Rajfed.
5. The jute bags will have to be supplied at various purchase centers as per details giving supply order of Rajfed.
6. The proposal of empanelment by the bidder should be accompanied with Empanelment Fees of **Rs. 10 Lakh** in form of demand draft in favor of Managing Director, Rajasthan State Co-operative Marketing Federation Ltd. Jaipur.
7. In addition after empanelment, the empaneled supplier will have to deposit a Performance security which will be proportionate to the quantity offered by the bidder in the bid i.e 5% of the value of the work order quantity offered by bidder.
8. ***This offer shall be processed through E-procurement portal of Govt. of Rajasthan i.e. <https://eproc.rajasthan.gov.in> and various details can be seen/downloaded from this website and details also can be seen/ downloaded from SPP Portal of Govt. of Rajasthan [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and RAJED website <https://RAJFED.in>***
9. The last date for downloading the Empanelment Document and uploading of duly filled Empanelment Document shall be on **10.09.2025 up to 1:00 P.M.** The Empanelment Document fees shall be accepted by way of demand draft or Online Banking in favor of **Rajasthan State Co-operative Marketing Federation Limited** payable at **Jaipur**.
10. Demand drafts of Empanelment Document Fees and RISL processing fees, proof of payment shall be physically submitted to Rajasthan State Co-operative Marketing Federation Limited, H.O, Jaipur up to **10.09.2025 at 3:00 P.M.** The tenderer may also deposit the Empanelment Document Fees, processing fees and Bid security online in the account of MD RAJFED. As per the details given below, however, in such case the firm has to upload the transaction receipt along with the tender on <https://RAJFED.in>

**Account Name :** Rajasthan State Co-operative Marketing Federation Limited  
**Name of Bank :** State Bank of India  
**Branch:** Jaipur Tilak Marg, C-Scheme  
**Account No. :** 61193917408  
**IFSC code :** SBIN0031510

11. Empanelment Document Fees (Rupees 5,000 + 18% GST), Empanelment Fees (Rs. 10 Lakh), Bid security (2% of Estimated Cost) and Performance Security (5% of work order value) will be in favor of Managing Director, Rajasthan State Co-operative Marketing Federation Limited (RAJFED), Jaipur and RISL processing fee Rs. 2950/- DD/Banker's Cheque in favor of Managing Director, RISL, Jaipur has to be deposited separately before online uploading the Empanelment Document on portal.
12. The technical offer shall be opened at **11.09.2025 on 11:00 A.M.** in the presence of desirous Bidder(s). The financial bids of the technically qualified bidders shall be opened subsequently for which date and time shall be intimated separately.
13. Offer document fees, and processing fee shall not be refundable.
14. SSI/MSME units are allowed to participate in tender for supply of jute bags by depositing earnest money @0.50% of tender Value and Empanelment Document Fees will be charge from them @50% of prescribed Empanelment Document Fees.
15. Further, while depositing the bid security amount in the name of RAJASTHAN STATE COOPERATIVE MARKETING LTD., Jaipur, the bidder shall also furnish a *copy of Udyog Aadhaar/MSME certificate issued by a competent authority* of SI unit of Rajasthan / Sick unit and also submit a letter mentioning the quantity offered by them. An affidavit for MSME unit of Rajasthan in the enclosed format is to be furnished on non-judicial stamp paper of 100/- duly attested by Notary Public to the RAJFED, Jaipur. The Bid security in form of Bank guarantee of requisite amount shall be furnished on non-judicial stamp paper of Rajasthan State.
16. Offer for empanelment should be submitted strictly as per instructions to Bidders given in offer document.
17. Offer not accompanied with requisite Offer Document Fees, RISL Processing Fees, bid security, representative sample and not submitted as per the instructions contained in the Empanelment Document is liable for rejection.
18. Above quantities are indicative & order may be placed for whole or part of the quantity as per requirement.
19. The Managing Director, RAJFED Ltd. reserves the right to accept or reject any one or all the offers in part or full without assigning any reason.
20. Pre-Offer Meeting shall be held on **03.09.2025 at 11:30 A.M.** at RAJFED Head office and no clarifications shall be accepted after Pre-Offer meeting

**Managing Director**

## INSTRUCTIONS TO BIDDERS

1. **Important Instruction:** *The law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” (hereinafter called the Act) and “Rajasthan Transparency in Public Procurement Rules, 2013 (hereinafter called the Rules) under the said Act are in force for the procuring entities of the state of Rajasthan. The said Act and Rules are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> and the bidders are advised in their own interest to acquaint themselves with the provisions of the Act and Rules before participating in the bidding process. If any discrepancy between the provisions of the Act and the Rules and that of this offer document is found at any point of time, the provisions of the Act and the Rules shall prevail over the offer document.*
2. The Bidders are advised in their own interest to carefully read the Empanelment Document and understand their purport and unless the Offer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the Empanelment Documents.
3. Offer must be submitted in the offer form provided in the Offer document. The Bidder may attach additional sheets to the Empanelment Document wherever detailed description is necessary.
4. Erasure or alteration in the offer documents should be avoided. Modification, erasure or alteration, if any, should bear the signatures of the person signing the bid along with stamp of the Bidder. Any modification not so signed shall be ignored and the whole Offer may be treated as void on this ground.
5. **Printed Terms & Conditions of Bidding Firm:**  
Printed terms & conditions of the offers shall not be considered and the same shall not be binding to become part of the contract unless any of such terms is specifically laid down by the Bidder and accepted by RAJFED in writing. Except to the extent stated above, it will be deemed that the printed terms & conditions of the Bidding firms have been rejected by RAJFED.
6. **Submission of Offer:**  
*The Offer should be uploaded as per the requirements of web procurement portal of Govt. of Rajasthan i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and as mentioned in Checklist.*
7. **Opening of Offer:**  
The Bidders or their authorized representatives may attend at the time of opening of the Offer.
8. **Order quantity:**  
Empanelment of suppliers will be made for one year. From this empanelment, rates will be obtained every two months or as required and orders for supply of goods will be placed with the L1 supplier. In case the L1 supplier is unable to supply the entire, material, other suppliers will be given work orders for proportion of goods at L1 rates.
9. If there is a dispute between parties or the bidder is aggrieved by the action of RAJFED, he may file an appeal in the prescribed Performa and manner given in RTPP act, rules and GF & AR of Govt. of Rajasthan. The first appellate authority will be Managing Director, RAJFED and the second appellate authority shall be Administrator, RAJFED.
10. The bidder must provide the e-mail ID and any communication sent through e-mail shall be valid for all official, legal, commercial issues.
11. If it is proved that any bidder has submitted any false document then RAJFED reserves the right to debar the bidder / forfeit the bid security or both the penalties may be imposed. The offer of such bidder shall be rejected at any stage of offer processing.

12. The rates received in the offer shall be valid for acceptance for a period of 2 months from the date of work order given to supplier. Offers with shorter validity period are liable for rejection. The prices under the contract shall be subject to Price Fall Clause.
13. The minimum average turn-over shall be equivalent to 50 percent of the value of the quantity offered by the Bidder in the last 3 years submitted by the offer.
14. Bid security of a bidder lying with RAJFED in respect of other bids awaiting decision shall not be adjusted towards bid security of this bid. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
15. A Bidder debarred under section 46 of the ACT shall not be eligible to participate in any procurement process undertaken by-
  - (a) Any procuring entity, if debarred by the State Government and/ or Central Government.
  - (b) A Procuring Entity if debarred by such procuring Entity.
16. Bidder who is not registered under the GST Act should not apply to offer. The GSTIN must be quoted, without which the offer is liable to be rejected.
17. Any Amendment issued shall be part of the offer Document and shall be uploaded on the SPPP Portal for prospective bidders to download.
18. At any time prior to the deadline for submission of the Offers, the Procuring entity, suo-moto, may also amend the offer document, if required, by issuing an amendment which will form part of the offer document.
19. Past performance: The bidder must be a prime supplier of items of a similar nature having relevant experience of at least any one year in last three years. Attach copies of purchase orders and certificate of satisfactory completion issued by any Govt./public sector organization relating to minimum one year in the last three years. Such certificate relating to current year may also be considered. This past performance should have average minimum value equivalent to 50% of the estimated cost of concerned Bid value of bags being offered by Bidder in last 3 previous years.
20. The rate of AT / SBT / BT Bardana offered by the Bidder shall not exceed F.O.R. rate being offered by NAFED / NCCF to RAJFED in prevailing purchase season.
21. **Manufacturers/Millers or Authorized distributor shall furnish a daily report to the RAJFED Head office on supply of stocks truckwise and destination wise quantity delivered through email [rajfed@yahoo.com](mailto:rajfed@yahoo.com).**

## GENERAL TERMS & CONDITION OF THE CONTRACT

- 1. Scope of Supply :** Light weight jute sacking bags 530 gms as per BIS specification no. IS 18162 : 2023 amended upto date **(94 cm x 57 cm, weight 530 gms)** & Light weight jute sacking bags 775 gms as per BIS specification no. IS 18161 : 2023 amended upto date **(91 cm x 67 cm, weight 775gms)** Jute sacking bags for packing 50 kgs and Light weight jute sacking bags 767 gms as per BIS specification no. IS 18163 : 2023 amended upto date **(122 cm x 67.50 cm, weight 767 gms)** for packing of Groundnut, Mustard Seeds and pulses which should be fully fit and appropriate for filling of Oilseeds/pulses to be procured under PSS Scheme of Govt. of India. There should be no spillage from the filled bag during the normal handling/transit etc.

**Note:** BIS test methods shall be applicable as per BIS Specification No. IS 18161:23, 18162:23 & 18163: 2023

- 1- 3 Ply Heracles stitches are mandatory for Light Weight Jute Sacking Bags (775 gms bags, 530 gms bags & 767 gms bags)
- 2- Three blue stripes should be present in each and every bag.
- 3- Safety Stitches shall be provided at the inner edges of heracle stitches.
- 4- Transportation for supply of gunny bags to RAJFED has to be arranged by the qualified Bidder.
- 5- *Pre-dispatch inspection of the bags to be supplied has to be ensured by the supplier at his own cost from agencies authorized by Jute Commissioner before dispatch, the cost of which has to borne by the qualified Bidder.*

### **2. Quality and Branding :**

Bulk quantity of new light weight sacking jute bags 775 gms, 530 gms and 767 gms may be required for onward dispatches to RAJFED for packing of Mustard, Gram, Urad, Moong, Soyabean and Groundnut to be procured under PSS Scheme of Govt of India. Empanelment of suppliers will be made for one year. From this empanelment, rates will be obtained every two months or as required and orders for supply of goods will be placed with the L1 supplier. In case the L1 suppliers is unable to supply the entire material, other suppliers will be given work orders for proportion of goods at L1 rates.

Bags must be manufactured from Indian raw jute only. Imported jute bags, jute bags manufactured with imported raw jute or jute yarn or fabric, unbranded or incompletely branded or wrongly branded jute bags or jute bags which do not conform to the BIS Standards should not be supplied by approved Bidder and undertaking for the same must be submitted by bidder. Jute bags should be strictly marked with “manufactured in India” as per the Gazette notification of Ministry of Textiles vide notification dated 15-01-2020 under reference no. S.O.533(E) which shall be applicable to tender terms and conditions.

Further, following should be printed on each and every Light Weight Sacking Jute bags 775 gms, 530 gms bags and 767 gms bags supplied to RAJFED against work order :

- 1- The Supplier Name along with three stripes.

The quantity mentioned in the work order to the successful bidder would be purely indicative and not guaranteed and quantity can be decreased/increased/cancelled by RAJFED at any time.

### **3. Delivery Period :**

- (i) The gunny bags are to be supplied as per RAJFED destination strictly within 1 month from the date of placement of work order for supply.
- (ii) Failure to perform contractual obligations within specified period may attract cancellation of

work orders and allotment of the same to the other suppliers as deemed fit by RAJFED at risks and costs of delinquent supplier (Self declaration in this regard needs to be submitted.)

(iii) Furthermore, in case the supplier fails to deliver the Quantity of gunny bags as mentioned in tender contract/work order within the prescribed period, the EMD/SD is liable to be forfeited.

**4. Rate Quotation :** The bags are required to be delivered to RAJFED's designated delivery point/center by transportation and after duly checking the quality by JC empanelled inspection agency. The basic rates per 100 bags F.O.R destination quoted shall be inclusive of branding charges, transit insurance of goods, statutory taxes, transit cost, inspection, loading and unloading, supervision charges. Eligible supplier shall have to take transit insurance of the Gunny bags (110% of the goods Value) being sent to various purchase centers of RAJFED. The Gunny bags Bill/ Invoices shall be raised by bidder in favour of Rajasthan State Cooperative Marketing Federation Ltd.(GSTIN 08AAAAR0279B1ZU), all inclusive, at approved F.O.R rate.

**5. E-Way bill :** Suppliers/manufacturers/Millers or Authorized distributors have to submit E-way bill along with consignment note.

**6. TERMS OF PAYMENT :**

01. Each bill to be submitted, in triplicate (one original along with two duplicate copy) should have Proof of dispatch of goods i.e. clean transport Challan showing the stock movement, positive inspection report of surveyor, loading supervision report along with sign & stamp of the inspection agency, valid e-way bill, valid tax invoice, valid insurance copy of 110% coverage duly endorsed by Insurance company & warranty or undertaking of the dispatched goods. and other required documents by RAJFED
02. All the payments shall be done from RAJFED Head office, Jaipur.
03. The TDS@0.1% shall be deductible Income tax under Section 194Q against Submitted invoices and same deposited in supplier account on income tax portal.
04. 90% of invoice value payment shall be released to supplier after supply of gunny bags and confirmation of receipt of Jute bags from KVSS/ Regional offices invoices receipt, and remaining amount shall be released after finalization of accounts.
05. That RAJFED has entered into a contractual agreement with the Supplier and only after supplying gunny bags as per indent or Supply order at F.O.R. destination in RAJASTHAN and receiving 90% amount of indented or Supply order value of gunny bags from RAJFED after confirmation of the receipt of the jute bags and original invoices receipt at F.O.R. destination & the 10% payment will be released by RAJFED at the time of Finalization of Accounts.

**7. LIQUIDATED DAMAGES:**

1. In case, the supply is delayed due to some reason or the other, the liquidated damages for delay shall be imposed that shall be acceptable to e-Tenderer.
2. In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of the following percentages of value of the **gunny bags** which the e-Tenderer has failed to supply.

|                                                                                                                             |       |
|-----------------------------------------------------------------------------------------------------------------------------|-------|
| Delay up to one fourth period of the prescribed delivery period, successful installation & completion                       | 2.5%  |
| Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion   | 5%    |
| Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion | 7.5%  |
| Delay exceeding three fourth of the prescribed delivery period, successful installation & completion                        | 10.0% |

- a.) Fraction of a day in reckoning period of delay in supplies shall be eliminated, if it is less than half a day.

- b.) The maximum amount of liquidated damages shall be 10%.
- c.) If the supplier requires extension in time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- d.) Delivery period may be extended with or without liquidated damages if the delay in supply of goods is on account of hindrances beyond the control of the e-Tenderer or any force measure reasons.

#### **8. Transfer and subletting**

The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly, in full or any part thereof without the previous written permission of the RAJED.

#### **9. Indemnity**

The supplier shall at all times indemnify RAJFED against all claims which may be made in respect of the said material for infringement of any right protected by talent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent, registered design or trade mark being made against RAJFED, he shall notify the supplier of the same and the supplier shall be at liberty, but at his own expense, to conduct negotiations or prosecute any litigation that may arise there from. In the event of RAJFED becoming or liable to pay any amount on any aforesaid account, the supplier shall make good the amount so payable and the expense incurred in that behalf.

#### **10. Validity**

The contract for supply shall be valid for 1 year from the date of agreement and it may be extended as per the provisions of RTPP Act and Rules.

#### **11. Empanelment Fees:** Empanelment Fees of Rs. 10 Lakh shall be non-refundable.

#### **12. Performance Security:** The bidder will be required to submit Performance Security of 5% of work order value in accordance with Rule 75 of RTPP Rules 2013. **(Annexure-H)**

#### **13. Agreement**

The successful Bidder shall, within 15 days of having been called upon by notice to do so, be bound to execute a Formal agreement on Rs. 500 non judicial stamp paper (purchased in Rajasthan only) as per the Format given in Section- IV of Part 'A' of the Empanelment Document and all relevant terms, conditions and specifications as mentioned in the Empanelment Document shall also form part of this agreement. Any variation in the terms & conditions as may be suggested by the Bidder and accepted by RAJFED will be specifically mentioned in the agreement. The cost of stamping for agreement as per rules shall be borne by the successful Bidder.

#### **14. DELIVERY**

All the gunny bags shall be required to be delivered within one month from the date of Placement of order by RAJFED.

## **15. INSURANCE**

The supplier shall dispatch all the consignments duly insured for all transit risks according to the dispatch instruction given by RAJFED. To avoid complications that may arise at the time of settlement of claims by underwriters for transit losses, the insurance coverage should be arranged by the supplier at their own cost as under:

- (a) In case of indigenous supplier 'all transit risks' insurance shall be arranged commencing from their works to the destination of RAJFED.
- (b) The supplier is responsible to give safe delivery of the material at FOR destination. For any loss/damages etc. during transit, the supplier shall have to lodge the claim with the insurers and pursue the same till its settlement.

## **16. The supplier should quote the price exclusive of GST.**

## **17. DEFAULT AND RISK PURCHASE**

- (i) Should the supplier fail to have the store ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it have receiving order made against it or make or enter into any arrangements or composition with its creditor, or suspend payment (or being a company should enter into liquidation either compulsory or voluntary), RAJFED shall have power under the hand of the Chief Executive, to declare the contract at end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages in supply of gunny bags. for delay as above provided and for any expense, losses or damages which RAJFED may be put to incur or sustain by reason of, or in connection with supplier's default.
- (ii) The cancellation of the contract may be either for whole or part of the contract at RAJFED's option. In the event of RAJFED terminating this contract in whole or in part, they may procure upon such terms and in such manner as they deem appropriate, supplies or services similar to those so terminated and the supplier shall be liable to RAJFED for any excess cost for such similar supplies or services provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

## **18. Inspection and testing:**

- (I) That the supplier shall make an arrangement for pre-dispatch inspection at his own cost for the appointment of Jute Commissioner empanelled or authorized inspection agency to check the quality as per the required specifications. The inspection agency shall inspect the goods to ascertain the quality of the materials. The inspection shall be carried out before loading of the goods into trucks. Charges of inspection agencies shall have to be borne by supplier.
- (II) All the material supplied shall be inspected & tested as per applicable procedure laid down as follows. For this purpose sampling shall be done by the consignee unit of RAJFED & authorized representative of the supplier, if present, within 07 days of receipt of material. In case supplier representative is not present the sample taken by RAJFED shall be binding on supplier. Sampling of various items shall be done in accordance with respective IS code wherever applicable. RAJFED reserves the right to inspect the Factory site & material under production before delivery of the material.
- (III) RAJFED may constitute a central vigilance team to draw samples of any commodity at any time for its satisfaction other than already constituted committee and results of samples taken by central vigilance team of any commodity will be binding to supplier for acceptance.
- (IV) All such testing charges shall be borne by the supplier and all such payment by RAJFED shall be deducted from the due payment of the supplier.

- (v) Post- Dispatch Inspecting and testing of material if required may be done by third party i.e. Inspection agency authorized by Jute Commissioner, NAFED and RAJFED.

**19. If any supplied material is found sub-standard then:**

- (i) RAJFED reserves the right to forfeit the Bid security/Performance security and debar the firm for such deviations/complaints.
- (ii) In case of some minor variation in specification of supplied material where tolerance is not given pro rata penalty as decided by RAJFED Ltd. shall be imposed.

**20. Short supply:**

- (i) If the short-supplied quantity is more than 2 % and up to 10% in that case 10% penalty will be imposed on the entire short supplied quantity and shall be deducted from the final payment.
- (ii) In case the short supply is more than 10% then it would be deemed breach of contract and the entire performance security shall be forfeited.
- (iii) The gunny bags are required to be delivered F.O.R Rajasthan and the Jute Mill(s)/Suppliers shall appoint transporters to deliver the same to the different locations in Rajasthan as per the requirements placed by RAJFED through indents or Supply orders.
- (iv) **The Jute Bag should be preferably new/fresh sound Gunnies. If the supplier supplies inferior/once used Bags, the concerned Regional Officer/KVSS Manager shall direct the purchase agency to reject those stocks and issue the notice with the intimation to the RAJFED Head office, Jaipur.**
- (v) **Notwithstanding anything contained in the terms and conditions of this tender MD, RAJFED is the ultimate authority in deciding the recovery of penalty from the supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the Corporation.**

**21. SETTLEMENT OF DISPUTES**

All disputes or differences in relation to the contract or the interpretation of any of its terms of implementation thereof or arising out of or concerned directly or indirectly with the contract, the bidder may file an appeal. The first appellate authority will be Administrator RAJFED and the second appellate authority will be Finance Department, Govt. of Rajasthan, whose decision will be final. If for any reason the matter has to be referred to a Court of Law, the Court of Law at Jaipur having its jurisdiction at Jaipur only shall have jurisdiction in this matter.

**22. CORRUPT GIFTS AND PAYMENTS OF COMMISSION**

Any bribe, commission, gift or advantages given, promised or offered by or on behalf of the supplier, his agents or representatives or anyone on their behalf to any employee, representative or agent of RAJFED/ of any person on his behalf in relation to the execution of this or any other contract with RAJFED shall, in addition to the criminal liability under the laws in force, subject the supplier to cancellation of this and other contracts with RAJFED, and also to payment to any loss resulting from any such cancellation to the extent as is provided in case of cancellation under Clause No.13 'DEFAULT AND RISK PURCHASE and RAJFED shall be entitled to deduct the amounts so payable from any money otherwise due to the supplier under this or any other contract.

**23.** RAJFED shall at all reasonable time have access to the supplier premises and shall have the power in all reasonable time to inspect and examine the material and workmanship of the goods.

**24.** The contract of supply can be repudiated at any time, if the supplies are not made to the satisfaction of RAJFED.

**25.** The Bidder should sign the Bid from at each page and at the end as token of the acceptance of all the terms and condition of the Bid and agreement.

**26.** The rejected goods for which complaint is received must be removed by the Bidder from the place where they may be, within 15 days of the date of information or rejection. The official concerned will

take reasonable care of such a material, but in no case shall be responsible for any loss, shortage, damages that may occur to it, while it is in their premises in case the supplier does not lift defective material within schedule time.

**27. Termination of contract:**

**A. Termination for default:**

- (i) The Procuring entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the contract for breach of contract, by notice of default sent to the supplier, may terminate the contract in whole or in part.
- (ii) If the supplier fails to deliver any or all of the goods and/ or related services within the period specified in the contract, or within any extension thereof granted by the procuring entity.
- (iii) If the supplier fails to perform any other obligation under the contract.
- (iv) If the supplier, in the judgment of the procuring entity has breached any provision of the code of integrity, as defined in the Act, the Rules, in competing for or in executing the contract.

**B. Termination for Insolvency:**

The procuring entity may at any time terminate the contract by giving notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the procuring entity.

**C. Termination for convenience:**

- (i) The procuring entity, by notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the procuring entity's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.
- (ii) The goods which have been shipped or dispatched at the time of supplier's receipt of the notice of termination may be accepted by the procuring entity at the contract terms and prices.

**28. Force Majeure:**

- a. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.

**29.** The provisions of RTPP Act 2012 & Rules, 2013 and GF&AR shall be applicable as the case may be and circulars /Notifications issued by Department of Finance, Government of Rajasthan from time to time shall also be applicable.

**30. Applicable law, Jurisdiction & dispute resolution:**

- (i) This Agreement and its terms and conditions shall be constituted and the legal relation between the parties hereto shall be determined and governed accordingly to the laws of Republic of India and only courts at High Court of Rajasthan, Jaipur shall have the jurisdiction in all matters arising out of/touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding.

- (ii) All or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligation of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any other statutory amendments/ modification thereof for the time being in force. The venue of the Arbitration shall be at JAIPUR and language of Arbitration shall be English/Hindi. In case of Arbitration, the cost of Arbitration shall be beard by both parties equally.
- (iii) Nothing contained in this clause shall prevent the RAJFED from seeking interim injunctive relief against the Jute Mill(s) in the Courts having jurisdiction over the parties.





**EMPANELMENT FORM**

**(To be uploaded on letter head of Party in the SPPP portal )**

**EMPANELMENT FORM**

**E- empanelment Document Form = Rs.**

**E- empanelment Document Form No.**

**(Non-refundable)**

**Ref:**

**Date:**

**To,**

**Managing Director  
RAJFED,  
4, Bhawani singh Road,  
Jaipur.**

**Sub: Submission of offer for empanelment for supply of new Small B-Twill (530 gms), A.Twill (775 gms) and B-Twill (767 gms) gunny bags as per BIS specification**

With reference to your invitation of offer for empanelment floated on .....  
For supply of New light weight Jute Sacking Bags Small B-Twill (530 gms), A-Twill (775 gms) and B-Twill (767 gms), we are submitting our offer and agree as under:

1. We are submitting this offer (Proposal) on our own.
2. We agree to abide by the terms and conditions of the Tender.
3. We agree to abide by this offer for a period of 1 year from the date of agreement and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Memorandum of Agreement (MoA) & Article of Association (AoA)
5. Nature of Firm
6. We understand that RAJFED is not bound to accept any or all offer it may receive.
7. It will be at the sole discretion of RAJFED to amend or reject the work order issued
8. We are enclosing the following:

- a) We enclose herewith UTR No..... dated .....drawn on.....(Bank Name) for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) on account of Empanelment Fees, as per terms and conditions of offer.
- b) Enclosed please find herewith UTR No.....dated ..... drawn on..... (Bank Name) for Rs. 5000/- (Rupees Five Thousand only) + GST @ 18% towards cost of Empanelment fees Form.
- c) Processing Fees of Rs 2950/- in favor of Managing Director, RISL in the form of DD/Banker's Cheque
- d) Attested copy of PAN / TIN No./GST No. of the firm / company.
- e) Letter of Authority issued by Firm / Company in favor of the person signing the documents.
- f) Brief profile of the establishment.
- g) Production capacity certificate.

Name and contact details of Authorized Signatory:

Signature Name:

Designation:

Seal /Rubber Stamp of the Firm/Company:

## TECHNICAL BID

To,

**The Managing Director,  
Rajasthan State Co-Operative Marketing Federation Ltd.  
4, Bhawani Singh Road  
Jaipur.**

Sir,

Technical bid of our Company for \_\_\_\_\_ (Item) is as under:

1. \*Constitution or legal status of Bidder i.e. Proprietorship / Partnership /Company etc. \_\_\_\_\_

\*Power of attorney/ Authority of signatory of Bid (Attach if required).

2. **Past performance:** The bidder must be a prime supplier of items of a similar nature having relevant experience of at least any one year in last three years/current year. Attach copies of purchase orders and certificate of satisfactory completion issued by any Govt./public sector organization relating to minimum one year in the last three years. Such certificate relating to current year may also be considered. This past performance should have average minimum value equivalent to 50% of the estimated cost of concerned Bid value of item in last three years.

In case a bidder participates in more than one bid then the required past performance shall be sum of the required past performance of all such bids.

3. Attach copies of ITR for the last three years along with a certificate for yearly and average annual turnover by Chartered accountant as per **(Annexure-E)**.
4. Name, address and telephone numbers and email id of the Bidders' banker who may provide references if contacted by RAJFED along with the details of the account hold by the bidder.
5. Attach copies of GST registration, PAN card, Udyog AADHAAR for MSME.
6. An affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not debarred / black listed / punished by any State/Central Govt. Deptt. /Public Enterprises/Govt. Undertaking. **(as per annexure-F)**
7. Acceptance letter for supply as per demand of RAJFED and terms and condition in the Bid.

**(Signature & Stamp of Bidder)**

Witness

- 1.
- 2.
- 3.

Witness

- 1.
- 2.
- 3.

### **Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest: -**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the Bid of another Bidder, **or influence** the decisions of the Procuring Entity regarding the bidding process; or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

### **Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Managing Director of RAJFED.

The designation and address of the Second Appellate Authority is Administrator of RAJFED.

#### **(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority i.e. Managing Director, RAJFED, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

**(2)** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

**(3)** If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority i.e. Administrator, RAJFED, specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

#### **(4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

#### **(5) Form of Appeal**

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

#### **(6) Fee for filing**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Rajasthan State Cooperative Marketing Federation Ltd., Jaipur.

**(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**Additional Conditions of Contract**

**1. Correction of arithmetical errors:**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

**2. Procuring Entity's Right to Vary Quantities:**

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase shall not exceed fifty percent of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
  - (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder whose Bid is accepted to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder whose Bid is accepted.

Date:

Place:

Signature of bidder

Name:

Designation

Address:

**Declaration by the Bidder**

(On non-Judicial Stamp paper of Rs. 100/-)

Declaration by the Bidder regarding Qualifications Declaration by the Bidder

In relation to my/our Bid submitted to .....for empanelment of .....in response to their Notice No.....Dated .....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specification in the Bidding Document.
3. I/We have are not insolvent in receivership, bankrupt or being wound up, nor have my/our affairs administrated by a court or a judicial officer, nor have my/our business activities suspended and nor the subject of legal proceeding for any of the foregoing reasons
4. I/We have not and our directors and officers have not been convicted of any criminal offence related to my/our professional conduct or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

**Annual Turn-over Statement**

The annual turnover of M/s.....

Address.....

for the past Three years based on audited balance sheet are as given below and certified that the statement is true and correct.

| S.No.                         | Year          | Gross Turnover in Rs. Lakh |
|-------------------------------|---------------|----------------------------|
| 1                             | 2022-23       |                            |
| 2                             | 2023-24       |                            |
| 3                             | 2024-25       |                            |
|                               | <b>Total:</b> | Rs. Lakh                   |
| Average gross annual turnover |               | Rs. Lakh                   |

Date:

Signature of Chartered Accountant

Place:

With Name, Address & Seal

**Declaration and Undertaking**  
(On non-judicial stamp paper of Rs.100/-)

I (Name and complete address)\_\_\_\_\_ Sole Proprietor / authorized signatory of the firm (Name and complete address)\_\_\_\_\_ do hereby solemnly affirm and declare that the individual/ firm/ company is not blacklisted/banned/debarred on any ground by any Bid Inviting Authority or Govt. of Rajasthan or its departments/Central Government in last three years from date of bid submission.

(Name of Deponent & Signature)

**Verification**

I ..... S/o ..... (Designation) ..... Affirm on oath that the contents/information as mentioned above are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath that if any information furnished by me as above is found wrong, forged or fabricated RAJFED will be at liberty to cancel the Bid for which I shall be solely responsible and the firm may be Debarred/Banned/blacklisted/prosecuted for the same.

(Name of Deponent & Signature)

## AFFIDAVIT\*\*

I,-----s/o-----  
 Managing Director/Director/Proprietor/Partner,\* M/s.-----  
 -----with their Regd. Office at -----  
 & Factory located at-----  
 with permanent SSI Registration No.-----dt.----- do  
 hereby solemnly affirm and declare as under:

- i) The Company/Firm/Establishment has been a SSI/ancillary/Tiny/SSSBE\* unit as per the Govt. of India definition; and has been functional & in production at the time of acquiring ISO-9000/ISO-14001\* certification No.----- dated.....
- ii) The Company/Firm/Establishment continues to be a SSI/ancillary/Tiny/SSSBE unit; and functional & in production as on date.
- iii) As per books of account, the total investment (original purchase value) in plant and machinery in the Company/Firm/Establishment as on -----is Rs----- (Chartered Accountant Certificate dated.....to this effect is attached). Signed on this day of-----dt----- V

DEPONENT

## VERIFICATION:

I do solemnly affirm that the contents of the Affidavit are true to the best of my knowledge & belief.

DEPONENT

Date :

Place :

**Performance Security**

*(To be given by a Scheduled Bank in India)*

*(To be executed on a non-judicial stamp)*

..... [Bank's Name and Address of Issuing Branch or Office] Beneficiary:

[Name and Address of Procuring Entity] .....

Date.....

Performance Guarantee No.:.....

We have been informed that..... [name of the Supplier] (hereinafter called the Supplier') has entered into Contract No..... [reference number of the Contract] . dated .....with you, for the supply of [name of contract and brief description of the Goods] . . . . (here in after called the Contract").

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

At the request of the Contractor, we . [name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of INR\* [amount in figures] (INR.....[amount in words] ) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the . . . . Day of \*\*, and any demand for payment under it must be received by us at this office on or before that date.

Seal of Bank and Authorized Signature(s)

\* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

\*\* Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.

[Notes: 1. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.]

### DRAFT AGREEMENT FORMAT

{To be mutually signed by selected bidder and procuring entity}

This Agreement is made and entered into on this day of 2025 by and between Managing Director RAJFED, Jaipur, having its office at 4, Bhawani Singh Road, Jaipur - 302006, Rajasthan (herein after referred to as Procuring Entity/ Managing Director, RAJFED) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s -----a company registered under the Indian Companies Act, 1956 with its registered office at (herein after referred as the "Successful Empaneled Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

And whereas

M/s----- represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said offer document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Procuring Entity from time to time. And whereas Procuring Entity has accepted the bid of supplier and has placed the Work Order vide Letter No..... dated\_ .....on which supplier has given their acceptance vide their Letter No. -----Dated.....

And whereas

The supplier has deposited a sum of Rs..... Contract. ref no..... /- (Rupees.....) in the form of .....\_Dated.....\_of Bank and valid upto .....as security deposit for the due performance of the Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No... dated..... And offer document dated issued by MANAGING DIRECTOR, RAJFED along with its enclosures/ annexure, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by MANAGING DIRECTOR, RAJFED to supplier at the rates set forth in the work order no..... dated..... will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the BID along with its enclosures/ annexure and Technical Bid along with subsequent clarifications submitted by supplier.
- 3- The MANAGING DIRECTOR, RAJFED do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the offer and Contract, the MANAGING DIRECTOR, RAJFED will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the BID, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the work order.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. and completed by supplier within the period as specified in the work order.
5. In case extension in the delivery and/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of the contract: -

|                                                                                                                             |       |
|-----------------------------------------------------------------------------------------------------------------------------|-------|
| Delay up to one fourth period of the prescribed delivery period, successful installation & completion                       | 2.5%  |
| Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion   | 5%    |
| Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion | 7.5%  |
| Delay exceeding three fourth of the prescribed delivery period, successful installation & completion                        | 10.0% |

- Note:
- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10%.
  - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document. In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this day of 2025.
- 8- This offer documents and its terms and conditions shall be constituted and the legal relation between the parties hereto shall be determined and governed accordingly to the laws of Republic of India and only courts at High Court of Jaipur shall have the jurisdiction in all matters arising out of/touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding.

|                    |                                            |
|--------------------|--------------------------------------------|
| Signed By :        | Signed By :                                |
| Designation :      | (Authorized Signatory)                     |
| Company :          | Rajasthan State Marketing Cooperative Ltd. |
| In the presence of | In the presence of                         |
| Designation :      | Designation :                              |
| Company :          | Rajasthan State Marketing Cooperative Ltd. |
| Designation :      | Designation :                              |
| Company :          | Rajasthan State Marketing Cooperative Ltd. |

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**Table 1 Requirements of Jute Bags**  
(Clause 4.1.1 and 5.1)

| Sl No. | Characteristics                                                                                             | Requirement | Tolerance      | Method of Test,<br>Ref to Cl of<br>IS 9113 |
|--------|-------------------------------------------------------------------------------------------------------------|-------------|----------------|--------------------------------------------|
| (1)    | (2)                                                                                                         | (3)         | (5)            | (6)                                        |
| i)     | Dimensions ( <i>see</i> Note 1):                                                                            |             |                | <b>8.3.2</b>                               |
|        | a) Outside length, cm                                                                                       | 94          | + 4<br>- 0     |                                            |
|        | b) Outside width, cm                                                                                        | 57          | + 4<br>- 0     |                                            |
| ii)    | Ends/dm                                                                                                     | 46          | + 4<br>- 3     | <b>8.4.2</b>                               |
| iii)   | Picks/dm                                                                                                    | 50          | + 2<br>- 2     | <b>8.4.2</b>                               |
| iv)    | Corrected mass/bag, g, percent<br>( <i>see</i> Note 2)                                                      | 530         | + 8.0<br>- 6.0 | <b>8.5.2</b>                               |
| v)     | Average breaking strength of<br>sacking (ravelled-strip<br>method, 10 cm × 20 cm), <i>Min</i> ,<br>N (kgf): |             |                | <b>8.6.2</b>                               |
|        | a) Warp way                                                                                                 | 1 225 (125) |                |                                            |
|        | b) Weft way                                                                                                 | 1 225 (125) |                |                                            |
| vi)    | Average seam strength<br>(5 cm × 20 cm ravelled strip),<br><i>Min</i> , N (kgf)                             | 431 (44)    |                | <b>8.7</b>                                 |
| vii)   | Moisture regain, percent, <i>Max</i><br>( <i>see</i> Note 2)                                                | 22          |                | <b>8.2</b>                                 |
| viii)  | Oil content on dry de-oiled<br>material, <i>Max</i>                                                         | 3           |                | <b>8.8</b>                                 |

**NOTES**

**1** The bags of specified dimensions are suitable for packing of masoor, moong, urad, chana, toor, soyabean 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.

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**Table 1 Requirements of Jute Bags**  
(Clause 4.1.1 and 5.1)

| Sl No. | Characteristics                                                                                    | Requirement | Tolerance                      | Method of Test, Ref to Cl of IS 9113 |
|--------|----------------------------------------------------------------------------------------------------|-------------|--------------------------------|--------------------------------------|
| (1)    | (2)                                                                                                | (3)         | (5)                            | (6)                                  |
| i)     | Dimensions ( <i>see</i> Note 1):                                                                   |             |                                | <b>8.3.2</b>                         |
|        | a) Outside length, cm                                                                              | 91          | + 4<br>- 0                     |                                      |
|        | b) Outside width, cm                                                                               | 67.5        | + 4<br>- 0                     |                                      |
| ii)    | Ends/dm                                                                                            | 56          | + 4<br>- 3                     | <b>8.4.2</b>                         |
| iii)   | Picks/dm                                                                                           | 56          | + 2<br>- 2                     | <b>8.4.2</b>                         |
| iv)    | Corrected mass/bag, g ( <i>see</i> Note 2)                                                         | 775         | + 8.0 Percent<br>- 6.0 Percent | <b>8.5.2</b>                         |
| v)     | Average breaking strength of sacking (ravelled-strip method, 10 cm × 20 cm), <i>Min</i> , N (kgf): |             |                                | <b>8.6.2</b>                         |
|        | a) Warp way                                                                                        | 1225 (125)  |                                |                                      |
|        | b) Weft way                                                                                        | 1225 (125)  |                                |                                      |
| vi)    | Average seam strength (5 cm × 20 cm ravelled strip), <i>Min</i> N (kgf)                            | 431 (44)    |                                | <b>8.7</b>                           |
| vii)   | Moisture regain, percent, Max, ( <i>see</i> Note 2)                                                | 22          |                                | <b>8.2</b>                           |
| viii)  | Oil content on dry de-oiled material, <i>Max</i>                                                   | 3           |                                | <b>8.8</b>                           |

## NOTES

**1** The bags of specified dimensions are suitable for packing of mustard seed, niger seed and ragi 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.

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Table 1 Requirements of Jute Bags  
(Clause 4.1.1 and 5.1)B.T Bags  
(y. Nat)

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| S. No. | Characteristics                                                                            | Requirement | Amendment Requirement | Tolerance                      | Method of Test, Ref to CI of IS 9113 |
|--------|--------------------------------------------------------------------------------------------|-------------|-----------------------|--------------------------------|--------------------------------------|
| (1)    | (2)                                                                                        | (3)         | (4)                   | (5)                            | (6)                                  |
| i)     | Dimensions (see Note 1)                                                                    |             |                       |                                | 8.3.2                                |
|        | a) Outside length, cm                                                                      | 112         | 122                   | +4                             |                                      |
|        | b) Outside width, cm                                                                       | 67.5        | 67.5                  | +4                             |                                      |
| ii)    | Ends/dm                                                                                    | 46          | 46                    | +4                             | 8.4.2                                |
| iii)   | Picks/dm                                                                                   | 50          | 50                    | +2                             | 8.4.2                                |
| iv)    | Corrected mass/bag, g, (see Note 2)                                                        | 704         | 767                   | + 8.0 Percent<br>- 6.0 Percent | 8.5.2                                |
| v)     | Average breaking strength of sacking (ravelled-strip method, 10 cm x 20 cm), Min, N (kgf): |             |                       |                                | 8.6.2                                |
|        | a) Warp way                                                                                | 1225 (125)  | 1225 (125)            |                                |                                      |
|        | b) Weft way                                                                                | 1225 (125)  | 1225 (125)            |                                |                                      |
| vi)    | Average seam strength (5 cm x 20 cm ravelled strip), Min, N (kgf)                          | 431(144)    | 431(144)              |                                | 8.7                                  |
| vii)   | Moisture regain, percent, Max, (see Note 2)                                                | 22          | 22                    |                                | 8.2                                  |
| viii)  | Oil content on dry de-oiled material, Max                                                  | 3           | 3                     |                                | 8.8                                  |

Table 2 Requirements of Packed Bales  
(Clause 5.2)

| S. No. | Characteristics                             | Requirement                 | Amendment Requirement       | Method of Test, Ref to CI of IS 9113 |
|--------|---------------------------------------------|-----------------------------|-----------------------------|--------------------------------------|
| (1)    | (2)                                         | (3)                         | (4)                         | (5)                                  |
| i)     | Total number of bags per bale (see Note 1)  | 400                         | 400                         | 8.9                                  |
| ii)    | Number of bags per bundle                   | 25                          | 25                          | -                                    |
| iii)   | Contract mass of a bale, kg (see Note 2)    | 281.6                       | 306.8                       | -                                    |
| iv)    | Corrected net mass of a bale, kg            | Not less than contract mass | Not less than contract mass | 8.1                                  |
| v)     | Number of joined bags per bundle of 25 bags | 1                           | 1                           | Visual                               |

# RAJASTHAN STATE COOPERATIVE MARKETING FEDERATION LTD

## Check list of enclosures for Empanelment offer :

| S.No. | Item                                                                                                                                                                                           | Mode of submission                                                                                                                                                  |     |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1.    | Demand Draft for Bid, Processing Fee, Bid security and representative samples of the Bidded item. In case of online deposit of bid fee, Processing fee & EMD attach transaction receipt.       | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> and physical submission up to the date and time mentioned in NIT. | { } |
| 2.    | Authorization /Resolution for signing of bid if it is limited Company or partnership firm.<br><b>OR</b><br>An affidavit of ownership if proprietary firm/sole traders                          | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>                                                                   | { } |
| 3.    | Past performance at least any one year in last three years including current year as mentioned in technical bid.                                                                               | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>                                                                   | { } |
| 4.    | Format of Technical bid duly filled and signed.                                                                                                                                                | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>                                                                   | { } |
| 5.    | PAN card, GST registration and Udyog Aadhaar for MSME                                                                                                                                          | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> and physical submission up to the date and time mentioned in NIT. | { } |
| 6.    | ITR and certificate of Annual Turn Over of the firm in annexure-E by authorized Chartered Accountant                                                                                           | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>                                                                   | { } |
| 7.    | Bank Details as per technical bid.                                                                                                                                                             | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>                                                                   | { } |
| 8.    | A notarized affidavit on Rs. 500/- non-judicial stamp paper stating that the firm is not debarred/ black listed by any Govt. Deptt. /Public Enterprises /Govt. Undertaking.(as per annexure-F) | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>                                                                   | { } |
| 9     | Declarations by the Bidder<br>(On non-Judicial Stamp paper of Rs. 500/-) as per annexure - H                                                                                                   | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>                                                                   | { } |
| 10    | Each and every page of offer document should be signed with stamp of authorized signatory of Bidder.                                                                                           | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>                                                                   | { } |
| 11    | Other documents as required in support of the offer.                                                                                                                                           | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>                                                                   | { } |

**Note: - Pl. submit the documents of current validity wherever necessary and do not submit irrelevant or unnecessary documents. In absence of any of the above documents, Bid shall be considered for rejection.**