



**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.
(TILAM SANGH) KOTA PROJECT**

RAWATBHATA ROAD, P.O. ENGINEERING COLLAGE, KOTA-324010 (RAJ.)

Phone No. : 0744-2471183 Fax : 2980159, Email : tilamsangh@gmail.com, GSTIN : 08AAAAR9285K1ZV

Notice Inviting Offline Bids and Online Bids (E-Auction) for Sale of Soyabean Seed (Graded)

Offers are invited from reputed parties, for sale of approx. **1250 MT Soyabean Seed (Graded)**, on "As is where is basis", available at our Kota project, as per the details mentioned in the document.

A) OFFLINE BIDDING

Sealed bids on prescribed bid documents are required to be accompanied by a Bid Security @ 2 % of estimated value of item to be calculated as mentioned in the Tender Document, which is to be deposited by way of DD in favour of "Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd." payable at Kota. Sealed bids (offline) alongwith prescribed Bid Security should reach the office of Tilam Sangh Kota Project latest by **30.09.2019** upto **1.00 PM**, which shall be opened **at 1.15 PM** on the same day, in presence of intending bidders. Bid document (offline) may either be obtained from the office of Tilam Sangh Kota Project or may be downloaded from our official website www.tilamsangh.com or the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>, free of cost, upto the scheduled time. No Fee towards bid document (offline) is required to be deposited.

B) ONLINE BIDDING

For online bidding (e-auction) details may be seen in the website of service provider(s). Name of service provider(s) shall be notified on our website www.tilamsangh.com. The terms and conditions of online bidding (e-auction) shall be as per the contract note of service provider(s) as per Annexure-1.

The stocks for sale may be seen/ inspected and clarification, if any, may be sought from General Manager, Tilam Sangh, Kota Project / Head Office at any time during working hours. Managing Director, Tilam Sangh reserves the right to accept or reject, any or all bids, partially or fully, without assigning any reason, thereof. Above conditions are subject to change, which may be checked/ verified by the bidder before participating with offline/online process, from respective websites/portal.

General Manager

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.**(Tilam Sangh) Kota Project****Rawatbhata Road, P.O. Engineering College, Kota-324010 (Raj.)**Phone No.: 0744-2471183, Fax: (0744)2980159, GSTIN: 08AAAAR9285K1ZV, E-Mail: tilamsangh@gmail.com**TENDER DOCUMENT (OFFLINE) FOR SALE OF SOYABEAN SEED (GRADED)****Tender No. : T-7S/19**

1.	Bid document fee	Nil
2.	Submission of Bid Security	In the form of DD/PO, with the bid
3.	Estimated Rate of item	Rs. 40,000/- PMT
4.	Bid Security to be submitted with bid	2% of the estimated value of offered qty. (Rs. 40,000/- x offered Quantity in MT)
5.	Last date & time of submission of bid	Till 30.09.2019 upto 01:00 PM
6.	Validity of the offer	Upto next 2 working days, from the date of submission of bid.
7.	Place of submission and opening of offline bids	Tilam Sangh, Kota Project, Kota

1. NAME OF BIDDER
(IN CASE OF PARTNESHIP FIRM
PLEASE MENTION THE NAME &
ADDRESS OF EACH PARTNER &
REGISTRATION & TIN NUMBER
(Enclose copy of Partnership deed)/
IN CASE OF COMPANY PLEASE
PROVIDE NAME & ADDRESS OF
EACH DIRECTOR (Enclose a copy of
MOA/AOA/Certificate of Inspection)
2. AUTHORISED SIGNATORY WITH
DESIGNATION.
3. REGISTRATION PROOF FROM
REGISTRAR OF COMPANIES/FIRMS
OR PROPRIETARY CONCERN PROOF
4. PERMANENT ADDRESS (REGISTERED
OFFICE) WITH TELEPHONE NUMBER

- 5. i) PRESENT MAILING ADDRESS WITH TELEPHONE NUMBER
 ii) E-mail ID
- 6. ADDRESS OF FACTORY/OFFICE WITH TELEPHONE/MOB. NUMBER
- 7. TELEPHONE/FAX NO.
- 8. GSTIN
- 9. INCOME TAX PAN NO.
- 10. BANK ACCOUNT DETAILS
 a) NAME AND ADDRESS OF BANK
- b) ACCOUNT NO. (WITH ITS NATURE)
- c) TITLE OF ACCOUNT
- d) IFS CODE
- e) NAME OF PERSON MAKING TRANSACTIONS
- 11. AMOUNT DEPOSITED AS BID SECURITY AGAINST THIS TENDER.
- 12. DETAILS OF BID SECURITY (DD/PAY ORDER)

	Amount (Rs.)	DD/PO No.	Date
Bid Security	_____	_____	_____

Date:

Signature of bidder : _____
 Name of Signatory (In Block Letter) : _____
 Designation : _____

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project

Annexure-E

DECLARATION BY THE TENDERER

I/We have read and understood all the terms and conditions of this bid document, including all Annexures, which are acceptable to me/us. No additional condition or point of difference has been given by me/us.

I/We have fulfilled all the obligations mentioned in this document. I.....
am (Proprietor/Director/Manager) of the tendering firm and have been authorized to submit this bid.
The authority letter in this regard is enclosed here with.

Date :

Signature of the tenderer :

Place :

Name and Address of the tenderer :

Mobile No.:

.....
.....
.....

DETAILS, TERMS AND CONDITIONS OF THE OFFLINE BID**A. SCOPE OF BID :**

- 1 Following Quantity of Soyabean Seed (Graded) is available for **sale at Tilam Sangh, Kota Project**, as per the schedule given hereunder:

Location	Item/Packing Size	Approx. Quantity (MT) Gross Wt.	Time Schedule	
			Date & Time of Submission of Offline Bid	Date & time of Opening of Offline Bid
Tilam Sangh Kota Project	Soyabean Seed (Graded) – 40 Kg	1250	Upto 01.00 PM on 30.09.2019	At 1.15 PM on 30.09.2019

Note -Quantity is inclusive of Bardana weight

- 2 **Quality parameters** : "As is where is Basis "

B. SAMPLING AND INSPECTION OF SPECIFIED QUANTITY

In case the buyers/ bidders are keen to inspect the stock/verify the quality before participating in bid, they may contact the General Manager, Kota Project with prior appointment, as per the phone numbers given below:

WAREHOUSE AT KOTA PROJECT :

Mr. Sunil Agrawal, General Manager

Phone : 0744-2471183 Mob.: 94140 88663

Address : Tilam Sangh Project, Nayagaon, Rawatbhata Road, Kota (Rajasthan)

C SUBMISSION OF RATE :

- i) The rates are to be filled at proper place in Annexure-F attached at end of this document. Mandi tax & other taxes, applicable as per rule, shall be paid extra by the successful bidder(s).
- ii) It is not necessary to quote for full quantity. Offer for part quantity, subject to a minimum of 50 MT and applicability of bid security, may be submitted with rates, on prescribed format.

D. BID FEE :

No bid fee is required to be submitted.

E. BID SECURITY(EMD):

Bid Security @ 2% of estimated value of item i.e. total offered quantity multiplied by estimated rate given in the table at Page-2 of the Tender Document, is to be deposited in the form of **DD/ Pay order** in favor of **Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd. payable at Kota**. The DD/ Pay order should accompany the sealed bid. The bids without proper Bid Security shall not be accepted. Bid Security to the successful bidder shall be released after successful completion of deliveries.

F. INTIMATION TO THE SUCCESSFUL BIDDER

- i. Approval of TILAM SANGH shall be communicated to the successful bidder(s) within 2 working days from the date of opening of bid, along with the approved qty. and rate.
- ii. Upon confirmation, buyer needs to deposit 25% of sale proceed as Security Deposit excluding GST in our account by electronic fund transfer or DD. The details of our account shall be communicated to the successful bidders along with the approval of acceptance.

G. PROCEDURE FOR EVALUATING THE TENDER :

- i. We have invited the bids through both the modes i.e. Offline & Online. The successful bidder/(s), who may be one or more i.e. H1, H2 and so on will be decided out of these two modes. No claim as regard the acceptance of online or offline bids or as regard to quantity shall be entertained.
- ii. In case the successful bidder H1 does not offer full quantity, the next bidder H2 (and so on) shall be given opportunity to match the rate of highest bidder i.e. H1. In case bidder offers part quantity, Tilam Sangh reserves the right to accept or reject the offers at differential prices received from bidder. Preference will be given from higher bidder to lower bidder i.e. H1, H2 and so on.
- iii. In case bidders increase the quantity during the process of bidding, as referred at G. (ii) above, the bidder shall be permitted to deposit additional Bid Security to General Manager, Tilam Sangh Kota Project, through DD/PO/NEFT/RTGS in favour of Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd. payable at Kota within one bank working day from the date of opening of bid.

H. VALIDITY OF OFFER :

Your offer (Bid) shall be valid for a period of 2 working days from the date of submission of bid.

I. RIGHT TO SELL THE QUANTITY :

Although we intent to sell the quantity of Soyabean Seed (Graded) as mentioned above, but we are not bound to sell the above stated quantities. We shall finalize the quantity alongwith the offered rate, to be sold, at the time of decision, based on prevailing market situation at that time. Tilam Sangh reserves the right to sell lesser quantities or no quantity as notified above.

J. SETTLEMENT OF PAYMENT & DELIVERY OBLIGATIONS

- i. Sale of the stock will be made on Ex-godown and 'As is where is basis" against which 25 % of sale proceed has to be deposited as security immediately within 02 bank working days from the date of Confirmation of offer which will be adjusted in sale proceeds on receipt of balance 75% the sale proceeds. Time is the essence of the contract and the stipulated time for making payment and taking delivery must be complied with. In case 25% of sale proceed is not deposited in time, the bid of the successful bidder shall be cancelled & Bid Security shall be forfeited.
- ii. The successful bidder will be allowed to lift the allocated quantity in lots convenient to them by making full payment (Balance 75%) of the lot to TILAM SANGH within 07 Bank working days from the date of confirmation of offer to the Bidder. TILAM SANGH shall issue Delivery Orders on receipt of payment in Federation's account and all the DOs shall carry last date of free delivery day as expiry date.

- iii. The amount deposited by the Buyer would determine the quantity which can be lifted by the Buyer. However, the minimum lot size for which the delivery order (DO) will be generated is 50 MT **or the available/sold stock whichever is less.**
- iv. The Bid Security of 2% of the estimated value of goods offered (excluding GST) shall be released after successful completion of delivery.
- v. Payment of cost and lifting of quantity : The exact quantity will be communicated to the buyer by TILAM SANGH on the same day the buyer completes lifting of the allotted quantity. On receipt of such communication from TILAM SANGH, the buyer shall lift the excess quantity (not more than 5% of the contracted quantity) stock by deposit of differential cost and taxes within 02 bank working days from the next working day of communication by TILAM SANGH.
- vi. The delivery of the stocks of Soyabean including gain quantity (wherever applicable) will be made ex-godown on gross weight basis (including the weight of gunny bags) on weighbridge of Tilam Sangh only after receipt of the payment for the lot within 02 working days (excluding Sunday and bank holiday) from the date of confirmation of bid/ communication of storage gain, failing which the allotment will be cancelled and the Bid Security deposited would be forfeited.
- vii. TILAM SANGH will issue Delivery order within 02 working days upon receipt of initial deposit of 25% and balance 75% payment towards sale proceeds for the lot from the respective buyers.
- viii. Bidders are also required to pay GST/Other Taxes and mandi tax etc., as applicable in the state.
- ix. The bidder has to lift the commodities including excess quantity (wherever applicable) as per the following time schedule from the date of issue of Delivery Order by TILAM SANGH:

Quantity of Sale Confirmed (in MT)	Delivery Period (Warehouse Working Days)	Remarks
0 - 500*	7	* In case of excess quantity, the extra lifting time of 02 working days will be applicable.
501 – and above	12	

In case of non-lifting of the commodities including excess quantity (wherever applicable) within the specified delivery period, Bid Security shall be forfeited and TILAM SANGH without giving any notice to the bidder, shall have the right to dispose of the goods at the sole risk and cost of the buyer, and recover the differential amount if any, from the buyer from the cost deposited by the buyer.

- x. After successful completion of lifting including storage gain (wherever applicable) within the stipulated time, and upon intimation received from TILAM SANGH, Bid Security of the successful bidder will be released.

K. CHARGES

Buyers are required to pay Lifting charges/ Loading charges, weighing charges and other expenses, if any, at the warehouse location directly at the time of lifting delivery.

L. DEFAULT MANAGEMENT:

1. In case the successful Bidder fails to deposit 25% of the sale proceed (security) with in stipulated time, the offer of the successful bidder shall be cancelled without giving extension and Bid Security will be forfeited.
2. However in case of non-payment of balance 75% of sale proceeds by successful bidder due to certain unavoidable circumstances with in stipulated delivery period, extension of 5 bank working days shall be granted on specific request to TILAM SANGH in writing from the buyer and interest at the rate of 15% p.a. on monthly rate basis on balance amount. In case of non receipt of balance payment (75%) even after expiry of extended period of 5 bank working days beyond the original delivery period, TILAM SANGH reserves the right to treat the transaction as cancelled and sale proceed (security) of 25% may be forfeited without notice.

3. In case, successful bidder fails to pay trade obligation in stipulated time or do not lift stock after acceptance of the offer within the stipulated period then the Bid Security shall stand forfeited.
4. In a situation where the successful bidder does not lift the stocks within the said period (delivery period), The stocks shall continue to be stored by TILAM SANGH on behalf of the party at the cost, risk and responsibility of the party only and TILAM SANGH shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, shortage due to driage, theft, fire or any natural calamity, etc. or any other consequences thereupon. In such cases godown rent, insurance charges, fumigation charges etc shall be charged by TILAM SANGH Ltd for storage of stocks based on un-lifted quantity up-to an extended period of 15 days. Thereafter, if the Buyer does not lift the stocks, penal go-down rent (double the normal rent) shall be charged for next 15 days.
5. The initial deposit of Bid Security shall not carry interest and will be refunded without interest to the unsuccessful bidders after completion of delivery.

M. FORCE MAJEURE

If at any time during the existence of this contract, either party is unable to perform in whole or in part any obligations under this contract, because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of god and acts of Government (including but not restricted to prohibitions of exports and imports), fire, floods, explosions, epidemics, strikes, or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/ extensions of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver, extension of time in respect of the remaining deliveries.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce shall be sufficient proof of the existence of the above circumstances and their duration.

N. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by Arbitration by a sole arbitrator to be nominated by Managing Director (MD) of TILAM SANGH. **The provisions of Arbitration and Conciliation Act, 1996** shall apply to such arbitration proceedings.

The venue of arbitration shall be Jaipur. The language of arbitration shall be English.

O. Governing Law

The contract shall be governed by and construed in accordance with the laws in force in India.

P. Jurisdiction

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Jaipur only.

General Manager
R.R.T.U.S.S.Ltd. (Tilam Sangh)
Kota Project, Kota

GENERAL TERMS & CONDITIONS

- 1 The tenderer shall have to carefully study and understand the conditions, specification and requirements. If he has any doubt about the meaning of any term, condition or specification etc., he should refer to the General Manager and get clarification. The decision of the federation regarding interpretation of the conditions shall be final and binding on the tenderers.
- 2 The project reserves the right to accept any bid. The sale order may be awarded in part or full, as per our requirement.
- 3 If a tenderer imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection. In any case, none of such conditions will be deemed to have been accepted, unless specifically mentioned in the letter of acceptance of tender issued by the competent authority.
- 4 The General Manager, Tilam Sangh, Kota Project, Kota reserves the right to accept or reject any or all bids partially or fully without assigning any reason thereof.

General Manager
R.R.T.U.S.S.Ltd. (Tilam Sangh)
Kota Project, Kota

RATE SUBMISSION FORM

Location of available qty of Soyabean seed Graded)	Item/Packing size	Available Quantity (in MT) Gross Weight	Quantity offered (in MT) Gross Weight	Rate offered (Rs. / MT, without taxes)	Offered value (Without taxes)	Applicable Bid Security 2% of the estimated value (@Rs.40000/- PMT)
1	2	3	4	5	6	7
Kota Project	Soyabean Seed Graded -40 Kg	1250				

Offered rate Rs. Per MT in figures (As per Column No. 5)

Note -Quantity is inclusive of Bardana weight i.e. Gross Weight.

A part from quoted rate in column No. 5 of above tables, Mandi tax & other taxes applicable as per rule shall be extra.

**SIGNATURE OF BIDDER WITH
THE NAME, DESIGNATION & SEAL**

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 interest 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 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.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids 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 Tilam Sangh as specified in the Bidding Document;
3. I/ We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/ We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/ our professional conduct or the making of false statements 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 proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date :

Signature of Bidder

Place :

Name :.....
Designation.....
Address.....

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is The Managing Director, Tilam Sangh Jaipur.

The designation and address of the Second Appellate Authority is The Administrator, Tilam Sangh Jaipur.

(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, 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 endeavour 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 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 Appeal :

- (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 Appellate Authority concerned.

(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.

FORM No. 1
[See Rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No..... of

Before the

1. Particular of the appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

2. Name and address of the respondent(s) :

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act By which the appellant is aggrieved :

4. If the Appellant propose to be represented by a representative, the name and postal address of the representative :

5. Number of affidavit and documents enclosed with the appeal :

6. Ground of appeal :

.....
.....
..... (Support by an affidavit)

7. Prayer :

.....
.....

Place

Date

Appellant s Signature

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.

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 or decrease shall not exceed twenty 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 25% 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 case the quantity may be divided between the bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in **Annexure D** that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

General Manager
R.R.T.U.S.S.Ltd. (Tilam Sangh)
Kota Project, Kota

Annexure-1



Rajasthan Raja Tilhan Utpadak Sahkari Sangh Limited
(A Government of Rajasthan Undertaking)
Nehru Sahakar Bhawan, Bhawani Singh Road
Jaipur (Rajasthan)
Ph:0141-2740037, Fax 0141-2740487
e-mail- tilamsangh1@gmail.com

Dated:

CONTRACT NOTE**Terms & Conditions of Agreement for Sale of Soyabean (Graded) through Online Bidding/E-Auction to be Conducted through The E-Portal of Service Provider**

Quantity of Soyabean Seed (Graded) available for **sale at Kota Project at Tilam Sangh**, is as per the schedule given hereunder:

Location	Item/Packing Size	Approx. Quantity (MT) Gross Wt.
Kota	Soyabean Seed (Graded) – 40 Kg.	1250

Note : Quantity is inclusive of Bardana weight.

1. PRE-REQUISITES FOR BIDDING

Bidder means an individual or legal entity having necessary licenses of trading and statutory approvals for purchase of Agri Commodities, who is interested to purchase the specified (Commodity) on "As is where is basis". Bidders may contact the TILAM SANGH office for any clarification regarding quality of products, location of the warehouses, bidding process or any such query.

2. e-AUCTION SCHEDULE:

Auction Round	e-Auction Start Time	e-Auction End Time	No. of Extensions after 12.45 PM if applicable	Extension Duration
Bidding round	11:00 AM	12.45 PM/1.00 PM in case of extension if applicable	3	5 Min each

3. CONTRACT SPECIFICATION

Contract Specifications of Soyabean Seed (Graded) for auction day are as follows:

Maximum Available quantity (in MT)	Approx. 1250 MT Gross Weight
Trading Unit	MT
Price Quote	Rs. / MT
Maximum Trading Quantity	Quantity available for sale in MT
Minimum Trading Quantity	50 MT
Estimated Rate of Soyabean Seed (Graded)	Rs. 40,000/- PMT
Tick Size	1 Rs
Bid Security	2% of estimated value of item being purchased payable through UAN on (Service Provider) UAN account of Tilam Sangh
Price quote	Ex- warehouse without GST / Other Taxes
Gross weight basis	Price quote is on Gross weight basis including the weight of gunnybags
GST/ Mandi Tax/Other Taxes	Shall be paid by buyer as applicable in addition to the price quote

Variation in available quantity of specified commodities at the time of loading	At the time of actual delivery to successful buyer, there may be a variation in winning quantity at the time of loading (not more than 5% of contracted quantity). The buyer can lift the excess quantity (not more than 5% of contracted quantity) by depositing differential cost along with applicable differential taxes within 02 working days from the next working day of communication of excess quantity by TILAM SANGH. In case of shortages, TILAM SANGH is not bound to replenish the deficient quantity, in which event TILAM SANGH shall refund the balance cost.
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4. QUALITY PARAMETERS

“As is Where is Basis”.

5. SAMPLING AND INSPECTION OF SPECIFIED QUANTITY

The details of specified quantity to be sold and lying at Kota Project is given above. In case the buyers/ bidders are keen to verify the quality before participating in bid, they may contact General Manager, Tilam Sangh, Kota Project with prior appointment. For Inspection of stock, bidder may contact the General Manager, Kota Project of TILAM SANGH as per the phone numbers given below:

WAREHOUSE AT KOTA PROJECT :

Mr. Sunil Agrawal, General Manager

Phone : 0744-2471183 Mob.: 94140 88663

Address : Tilam Sangh Project, Nayagaon, Rawatbhata Road,Kota (Rajasthan)

6. SUBMISSION OF BIDS

- i. The bidding shall be of single bid process.
- ii. The buyers should quote both price and quantity in the bidding round. The auction will be open as referred at Point-2 above.
- iii. Bidders will have to deposit an amount of equal to 2% of estimated value of quantity to be purchased i.e. estimated rate mention in table at point-3 above x quantity offered by bidder as Bid Security before participation in the bidding process.
- iv. Each registered user of (Service Provider) shall be allocated a portal generated Unique Account Number (UAN). The detail of the UAN shall be communicated to respective user through email by service provider. The account details are also visible on the dashboard upon log in.
- v. To submit Bid Security, Buyers will need to transfer money from their regular bank account to their UAN using transfer through RTGS, NEFT or IMPS. As soon as the money will be received in the buyer's account, the buyer will receive an SMS and/or email notification.
- vi. Using the balance in UAN, the bidder will make payment for Bid Security by clicking on the pay button in the auction detail screen.
- vii. In case the bidder intends to modify his bid during the auction, then he must submit the additional Bid Security through his UAN. The maximum revision will be allowed to the extent of the amount available in the UAN of the bidder. The replenishment of the virtual account from the regular account will not be facilitated during the auction process.
- viii. Bid Security (without any interest) of the unsuccessful bidders of the contract, including those whose bids are not accepted due to non-fulfillment or not meeting the conditions attached to the bid, shall be returned immediately, on closure of bidding, to their respective UAN.
- ix. Bidders have to bid for minimum 50 MT up to total quantity put for sale.
- x. The bidders may change their bids in increments of 10 MT for Quantity and Rs. 1/ MT for Price maximum to the additional Bid Security submitted. No cancellation of bids shall be allowed during the auction session
- xi. In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum 3 such extensions.
- xii. Following criteria would be adopted for discovery of highest bid i.e. H1- Bid, subject to availability of balance quantity:
 - a. The precedence for provisional allotment will be accorded to the buyer who has quoted the Highest price.
 - b. If two or more buyers bid the same highest price, precedence for provisional allotment will be accorded to the buyer who has placed the bid for the higher quantity.
 - c. In case, two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has offered his bid first with reference to time.
- xiii. The Bidders will have the option to click on AGREE button to change their earlier quoted price to the H1 Price for the quantity they had bid for.
- xiv. All the bids so made shall be depicted as Provisionally Allotted . The Provisionally Allotted quantity is indicative only and is subject to acceptance of the H1 Rate by TILAM SANGH.
- xv. TILAM SANGH reserves, at its sole discretion, the right to approve or reject the bid in its entirety post conclusion of e-auction.

7. INTIMATION TO THE SUCCESSFUL BIDDER & COLLECTION OF SALE PROCEED

- i. On receiving approval from TILAM SANGH, (Service Provider) will intimate the

- successful bidders within 2 working days from date of bid, through e-mail.
- ii Acceptance mail will be issued with price confirmation.
 - iii Upon confirmation, buyer needs to deposit 25% sale proceed as Security Deposit excluding GST through its UAN which will be adjusted in sale proceeds on receipt of balance 75% amount of sale proceed. Successful bidder will need to transfer money from their regular bank account to their UAN using transfer through RTGS, NEFT or IMPS. Using the balance in UAN, the bidder will make payment for 25% deposit by clicking on the pay button in the auction detail screen.

8. SETTLEMENT OF PAYMENT AND DELIVERY OBLIGATIONS

- i. Sale of the stock will be made on Ex-godown and 'As is where is basis' against which 25 % of sale proceed has to be deposited immediately within 02 bank working days from the date of Confirmation of offer through UAN on (Website of Service Provider). Time is the essence of the contract and the stipulated time for taking delivery must be complied with.
- ii. The successful bidder will be allowed to lift the allocated quantity in lots convenient to them by making full payment (Balance 75%) of the lot to TILAM SANGH within 07 Bank working days from the date of confirmation. TILAM SANGH shall issue Delivery Orders on receipt of sale proceed payment in Federation's account and all the DOs shall carry last date of free delivery day as expiry date.
- iii. The amount deposited by the Buyer would determine the quantity which can be lifted by the Buyer. However, the minimum lot size for which the delivery order (DO) will be generated is 50 MT **or the available stock whichever is less.**
- iv. The initial deposit of 2% as Bid Security shall not carry any interest and shall be released after successful completion of delivery.
- v. Payment of cost and lifting of quantity : The exact quantity will be communicated to the buyer by TILAM SANGH on the same day the buyer completes lifting of the allotted quantity. On receipt of such communication from TILAM SANGH, the buyer shall lift the excess quantity (not more than 5% of the contracted quantity) stock by deposit of differential cost and taxes within 02 bank working days from the next working day of communication by TILAM SANGH.
- vi. The delivery of the stocks of Soyabean Seed (Graded) including gain quantity (wherever applicable) will be made ex- godown on gross weight basis (including the weight of gunny bags) on weighbridge of Tilam Sangh only after receipt of the payment for the lot through (Service Provider) within 02 working days (excluding Sunday and bank holiday) from the date of confirmation of bid/ communication of storage gain, failing which the allotment will be cancelled and the Earnest Money deposited would be forfeited.
- vii. TILAM SANGH will issue Delivery order within 02 working days upon receipt of initial deposit of 25% and balance 75% payment for the lot from the respective buyers.
- viii. Bidders are also required to pay GST/Other Taxes and mandi cess etc., as applicable in the state.
- ix. The bidder has to lift the commodities including excess quantity (wherever applicable) as per the following time schedule from the date of issue of Delivery Order by TILAM SANGH:

Quantity of Sale Confirmed (MT per Commodity)	Delivery Period (Warehouse Working Days)	Remarks
0 - 500*	7	* In case of excess quantity, the extra lifting time of 02 working days as stipulated in clause 8 will be applicable.
501 –and above	12	

In case of non-lifting of the commodities including excess quantity (wherever applicable) within the specified delivery period, Bid Security shall be forfeited and TILAM SANGH without giving any notice to the bidder, shall have the right to dispose off the goods at the sole risk and cost of the buyer, and recover the differential amount if any, from the buyer from the cost deposited by the buyer.

- x. After successful completion of lifting including storage gain (wherever applicable) within the stipulated time, and upon intimation received from TILAM SANGH, EMD of the successful bidder will be released to their respective UAN by (Service Provider) on recommendation of Tilam Sangh.

9. CHARGES

Buyers are required to pay Lifting charges/ Loading charges, weighing charges and other expenses, if any, at the warehouse location directly at the time of lifting delivery.

10. VALIDITY OF BID

Bid(s) must remain **valid upto 02 working days** from the date of bid.

11. DEFAULT MANAGEMENT:

1. In case the successful Bidder fails to deposit 25% of the sale proceed (security) with in stipulated time, the offer of the successful bidder shall be cancelled without giving extension and Bid Security will be forfeited.
2. However in case of non-payment of balance 75% of sale proceeds by successful bidder due to certain unavoidable circumstances with in stipulated delivery period, extension of 5 bank working days shall be granted on specific request to TILAM SANGH in writing from the buyer and interest at the rate of 15% p.a. on monthly rate basis on balance amount. In case of non receipt of balance payment (75%) even after expiry of extended period of 5 bank working days beyond the original delivery period, TILAM SANGH reserves the right to treat the transaction as cancelled and sale proceed (security) of 25% may be forfeited without notice.
3. In case, successful bidder fails to pay trade obligation in stipulated time or do not lift stock after acceptance of the offer within the stipulated period then the Bid Security shall stand forfeited.
4. In a situation where the successful bidder does not lift the stocks within the said period (delivery period), The stocks shall continue to be stored by TILAM SANGH on behalf of the party at the cost, risk and responsibility of the party only and TILAM SANGH shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, shortage due to diriage, theft, fire or any natural calamity, etc. or any other consequences thereupon. In such cases godown rent, insurance charges, fumigation charges etc shall be charged by TILAM SANGH Ltd for storage of stocks based on un-lifted quantity up-to an extended period of 15 days. Thereafter, if the Buyer does not lift the stocks, penal go-down rent (double the normal rent) shall be charged for next 15 days.
5. The initial deposit of Bid Security shall not carry interest and will be refunded without interest to the unsuccessful bidders after completion of delivery.

12. TRANSACTION CHARGES:

The Successful Buyer shall pay a transaction charge of 0.2% of the actual sale value which has to be paid along with the Security Deposit deposit of 25% to (Service Provider) through UAN on its Website.

13. FORCE MAJEURE

If at any time during the existence of this contract, either party is unable to perform in whole or in part any obligations under this contract, because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of god and acts of Government (including but not restricted to prohibitions of exports and imports), fire, floods, explosions, epidemics, strikes, or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/ extensions of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver, extension of time in respect of the remaining deliveries.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce shall be sufficient proof of the existence of the above circumstances and their duration.

14. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by Arbitration by a sole arbitrator to be nominated by Managing Director of TILAM SANGH. **The provisions of Arbitration and Conciliation Act, 1996** shall apply to such arbitration proceedings.

The venue of arbitration shall be Jaipur. The language of arbitration shall be English.

15. Governing Law

The contract shall be governed by and construed in accordance with the laws in force in India.

16. Jurisdiction

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Jaipur only.

For TILAM SANGH

Annexure-2

Bidder's Information:
(Printed on Bidder's Letterhead)

1	Name of the Organization	
2	Address	
3	# TIN & GST No.	
4	# Pan No.	
5	Contact Person Name	
6	Contact Address	
7	Landline No.	
8	Mobile No.	
9	Email Id	
10	EMD details	
11	Name of Bank	
12	Bank Account no.	
13	IFSC Code No.	

Date:

Signature of Authorized Signatory:

Seal of Organization: