



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

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

Phone No. : 0744-2471183

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Email : tilamsangh@gmail.com

NOTICE – (SERVICE PROVIDER)

This is with reference to the NIT released on 22.09.2019 and further corrigendum released in newspapers on 29.09.2019 for disposal of 1250 MT of soyabean Seed (Graded) through offline and online (e-Auction) to be held on 09.10.2019. M/s. Staragri Warehousing & Collateral Management Ltd., Jaipur has been appointed as the Service Provider for sourcing buyers for Tilam Sangh through its Electronic Portal www.agribazaar.com. Interested bidders may participate for online (e-Auction) through M/s. Staragri Warehousing & Collateral Management Ltd., Jaipur on his Electronic Portal. For further information required from the Service Provider you may contact Mr. Praveen Kumar, Vice President (Business) Mob. – 7045912902, e-Mail praveen@agribazaar.com. and General Manager, Kota Mob. – 9414088663 e-Mail tilamsangh@gmail.com address: Tilam Sangh Project, Rawatbhata Road, Nayagaon, Kota (Rajasthan). The Contract Note of the service provider M/s. Staragri Warehousing & Collateral Management Ltd., Jaipur is attached herewith.

General Manager

**Rajasthan Rajya 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: 01.10.2019

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 various locations 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 Date	e-Auction Start Time	e-Auction End Time	No. of Extensions after 12.45 PM if applicable	Extension Duration
Bidding round	09.10.2019	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 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. 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 bidders. Preference will be given from higher bidder to lower bidder i.e. H2 and so on.
- xiv. 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.
- xv. 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.
- xvi. 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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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

General Manager

Bidders 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: