

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.

(Tilam Sangh) Sriganganagar Project

F-204-224, RIICO, Udyog Vihar, Sriganganagar – 335002 (Raj.)

EPBX : (0154) GM : 2494415, Fax : (0154) 2944411 E-Mail : tilamsanghsgnr@gmail.com

e-TENDER FOR UNDERTAKING SEED MULTIPLICATION PROGRAMME AND IN TURN SUPPLY OF FOUNDATION/CERTIFIED SEED FOR FARMERS OF RAJASTHAN

e-tenders from reputed private/Co-operative society producers/organizers/suppliers/facilitators are invited for undertaking seed multiplication programme in Sriganganagar, Hanumangarh & Bikaner District of Rajasthan and in turn supply/sale of certified seed of mentioned variety/crop, as per details mentioned therein up to **5.00 PM on 18.07.2022** Details may be seen in the e-tender document available at our official website www.tilamsangh.com or the website of State Public Procurement Portal <http://sppp.raj.nic.in> or e-procurement portal of Government of Rajasthan www.eproc.rajasthan.gov.in.

General Manager

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.

(Tilam Sangh) Sriganganagar Project

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e-Tender shall be accepted only on-line (e-procurement). The required EMD as per e-tender document, along with e-Tender Form fee of Rs. 1500/- in the form of Demand Draft/Pay Order in favour of "Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd.", Sriganganagar, shall have to be deposited at its Sriganganagar Project, till **18.07.2022** upto **5:00 PM** as notified in the e-Tender Document. Another DD for e-Tender Processing Fee of Rs. 1000/- in favour of "MD, RISL", Jaipur shall also have to be deposited at the Sriganganagar Project of Tilam Sangh till **18.07.2022** upto **5:00 PM** e-Tender without appropriate Fees & EMD as referred above, will not be accepted. The details of e-Tender schedule are as under :-

Down Load	Submission	Opening
From 5:00 PM on 08.07.2022	Till 18.07.2022 upto 5:00 PM	Technical Bid : On 19.07.2022 at 02:00 PM

Technical Bid and Financial Bid shall be uploaded separately. Financial Bids, of only those tenderers who qualify in the Technical Bids, would only be downloaded. Unqualified tenderers in the Technical Bid shall not be considered.

General Manager reserves the right to reject any tender or part without assigning any reason thereof. This tender will be processed through e-procurement Portal of Govt. of Rajasthan.

You may visit our website www.tilamsangh.com or www.eproc.rajasthan.gov.in for further information regarding e-tender and for any assistance contact helpdesk phone 0141-4022688 email eproc@rajasthan.gov.in

GENERAL MANAGER

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.

(Tilam Sangh) Sriganganagar Project

F-204-224, RIICO, Udyog Vihar, Sriganganagar – 335002 (Raj.)

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e-TENDER FOR UNDERTAKING SEED MULTIPLICATION PROGRAMME AND IN TURN SUPPLY OF FOUNDATION/CERTIFIED SEED FOR FARMERS OF RAJASTHAN

PART-I (TECHNICAL BID)

Tender No. : **TSR/SGNR/SEED/02**

Price of e-Tender Form : Rs. 1500/-

1.	Down Load of Tender Form	From 5:00 PM on 08.07.2022
2.	Submission of EMD / Fees	
i)	EMD as applicable	Till 18.07.2022 upto 5:00 PM
ii)	Tender document Fee Rs. 1500/-	Till 18.07.2022 upto 5:00 PM
iii)	e-Tender Processing Fee Rs. 1000/-	Till 18.07.2022 upto 5:00 PM
3.	Last date and time of upload of the Tender	Till 18.07.2022 upto 5:00 PM
4.	Date & Time of opening of Tender	
i)	Technical Bid	On 19.07.2022 at 2.00 PM
ii)	Financial Bid	
5.	Earnest Money to be submitted with Tender	Rs. 5.00 Lacs
6.	Approximate value of Tender	Rs. 250.00 Lacs Per Crop Season
7.	Validity of the offer	Up to 30 days from the date of opening of Financial bid.

1. a) NAME OF TENDERER
COPY OF REGISTRATION CERTIFICATE,
SOCIETY BYE LAWS AND RESOLUTION)
- b) NAME OF TENDERER IN CASE OF
PRIVATE PRODUCER/FIRM/COMPANY
REGISTRATION CERTIFICATE
2. AUTHORISED SIGNATORY WITH
DESIGNATION
3. REGISTRATION PROOF FROM
CO-OPERATIVE SOCIETY
4. PERMANENT ADDRESS (REGISTERED
OFFICE) WITH TELEPHONE NUMBER
5. i) PRESENT MAILING ADDRESS
WITH TELEPHONE NUMBER

- ii) E-mail ID
6. ADDRESSES OF PROCESSING UNIT WITH TELEPHONE NUMBER
7. TELEPHONE/FAX NO./E-MAIL ID
8. LICENSE DETAILS e.g. REGISTRATION CERTIFICATE FROM SEED CERTIFICATION AGENCY, SEED BUSINESS LICENSE FROM DEPTT. OF AGRICULTURE etc. As per the requirement (Self attested copy to be enclosed)
9. GSTN
10. INCOME TAX PAN NO.
11. 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
12. DETAILS OF PAYMENT (DD/PAY ORDER)
(Numbers & Date of DDs/POs are to be mentioned here, whereas their scanned copies are to be uploaded).

	Amount (Rs.)	DD No.	Date
I) EMD	Rs. 5,00,000/-	_____	_____
II) TENDER FEE	Rs. 1,500/-	_____	_____
III) E-TENDERING PROCESSING FEE	Rs. 1,000/-	_____	_____

Date:

Signature of Tenderer : _____
 Name of Signatory & Seal _____
 (In Block Letter)
 Designation : _____

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

Annexure-E

DECLARATION BY THE TENDERER

I/We have read and understood all the terms and conditions of the tender document, 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 the check-list at Annexure-“G”. Copy of all original documents, shall be produced by me/us, on demand, if I/We are declared successful tenderer.

I am (Chairman/Director/Manager) of the tendering Society/Private Firm/Company and have been authorized to submit tender. The authority letter in this regard is enclosed here with.

Date :

Place :

Mobile No. :

Signature of the tenderer :

Name and Address of the tenderer :

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

Annexure-G

CHECK LIST FOR FILLING UP THE TECHNICAL BID

In order to qualify the technical bid, the **copies** of following documents are to be enclosed compulsorily, by the tenderer, at the time of filling the tender, in lack of any of which the technical bid may be rejected.

1. Fees & EMD
 - a) A DD/Pay order for Rs. 1500/-, towards tender document fee.
 - b) A DD/Pay order for Rs. 1000/-, towards RISL processing fee.
 - c) DD/Pay order(s) required towards EMD(s) (Tender Security).
2. Seed license in the name of the Firm/Co-operative Society.
(Above license is to be self attested).
3. Duly audited Balance sheet of the tenderer for the last two consecutive years.
4. Documents in proof of experience of two years in govt./co-op. sector of the tenderer in the related field.
5. Technical Bid of tender document (**in two pages**) duly filled and signed with seal by the tenderer.
6. The enclosed "Declaration by the Bidder" at annexure-B of the tender document, duly filled and signed with seal, required under rules 2013 of Rajasthan Transparency in Public Procurement act 2012.
7. The enclosed "Declaration by the tenderer" at annexure-E of the tender document duly filled and signed with seal, towards reading and acceptance of all the terms and conditions of tender document.
8. Self certified copy of valid PAN.
9. Society/Private Firm/Company shall have to submit net worth certificate of its society/Firm/Company issued by Registered Chartered Accountant.

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

Annexure-H

**DETAILS OF VARIETY OF VARIOUS CROP TO BE UNDERTAKEN
AND OTHER REQUIREMENTS/DIRECTIONS**

1. Name of various crops

A. Moong :

1. IPM-02-03
2. MH-421

Note : The crop and variety as per above mentioned details are as per tentative present requirement, which may expand and widen as per future requirement.

- 2. Packing :** The Seed should be in the standard packing as per our requirement and communication and duly marked as per the norms of Seed Certification Agency. Mixed pack sizes shall not be accepted i.e. the complete material should be in same packing size.

3. Technical Requirements:

- a. **Specification** : Standards of the Rajasthan Govt. Seed Certification Agency.
- b. **Certification** : The Seed must be certified by the Seed Certification Agency of as well as other States.
- c. **Tags** : Colour of the tag should be as per the code of Seed Certification Agency of concerned State and valid for sale in Rajasthan as well as in other States.
- d. **Certificate Required** : Lot-wise Certificates under Section-9 (3) of Seed Act 1966 in original, for each lot to be supplied, are to be submitted compulsorily.

4. Right to procure the quantity:

Quantities of various varieties of foundation and certified seed required and seed multiplication programme to be under taken will be communicated in advance at the time of placing order. However on the basis of prevailing situation at that time we reserve the right to purchase or/and take up the seed multiplication programme of lesser quantities or refused to purchase/take programme of any quantity, in accordance to the rule no. 73(2) of Rajasthan Transparency in Public Procurement Act. The tenderers shall have no claim with regard to the quantities in question.

5. e-TENDER FEE AND e-TENDER PROCESSING FEE :

e-Tender form fee of **Rs. 1500/-** in the form of **DD/Pay Order** in favour of **“Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd.”**, payable at **Sriganganagar** and e-tender processing fee of **Rs. 1000/-** in the form of **DD/Pay Order** in favour of **“MD, RISL”**, payable at **Jaipur**, shall have to be deposited

in this office within the scheduled time, as mentioned in the e-Tender notice and the technical bid. e-Tender without appropriate fees as referred above, shall not be accepted. The scanned copies of DDs/Pay Orders are also required to be uploaded at the time of online filling of the technical bid, as mentioned in the check list.

6. (i) TENDER SECURITY (EMD) :

1. An EMD of **Rs. 5.00 Lacs** is to be deposited in the form of **DD/Pay order** in favour of **“Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd.” payable at Sriganganagar**. The DD/Pay order should reach this office i.e. Sriganganagar Project of Tilam Sangh up to the scheduled time, as mentioned in the e-Tender notice and the technical bid, whereas its scanned copy is required to be uploaded at the time of online filling of the technical bid, as mentioned in the check list.
2. REFUND OF EMD : The EMD of unsuccessful tenderer shall be refunded after final acceptance of tender of successful bidder.

(ii) PERFORMANCE SECURITY

1. The successful tenderer shall be required to deposit a security amount (performance security) of **Rs. 12.50 Lacs** in the form of Bank Guarantee or Cash in our account, immediately after getting declared successful however the EMD already deposited by him, shall be adjusted in this security amount. Those parties/MOU partner have already deposited EMD/Securities and the same has not been refunded will be considered for qualification.
2. REFUND OF Performance Security : It shall be released after successful execution of MoU and release of payment.

7. DELIVERY PERIOD:

The Seed multiplication programme or seed supply as per the order to be arranged within the stipulated time period as mutually agreed at the time of placing orders.

8. DELIVERY DESTINATION:

The Seed to be supplied against purchase order or from production of the programme to be undertaken will be required to be delivered on FOR basis to various projects of **Tilam Sangh (Kota Project, Kota, Fatehnagar Project, Fatehnagar (Udaipur) and Sriganganagar Project, Sriganganagar or any other designated place) as per the relevant agreement or purchase order or directly to the sale point.**

9. SUBMISSION/VERIFICATION OF ORIGINAL DOCUMENTS:

- i) After opening of technical / financial bids or at any stage, the successful tenderer/(s) shall be required to get verified their original documents, the copies of which have been uploaded/submitted by them in the bid, from this office, by appearing in person, after getting the written intimation from us. If, at any stage, it is found that a tenderer has uploaded/submitted fake documents or he doesn't possess the required original documents, his tender shall be rejected and security (EMD) or performance security, as the case may be will be forfeited.
- ii) Every supply is required to be accompanied by Lot-wise Certificates under Section-9 (3) of Seed Act 1966, **in original**, in lack of which the consignment shall be rejected. In case, the delivery is made to some nearby destination of the project, a self attested copy of the certificate shall be

sent with the supply/challan and the original one shall be forwarded to this office with the bill whereas in case of supply directly to the designated project, the original certificate shall be sent directly to this office along with the bill.

10. Procedure for Evaluating the tender:

- 1) The tenderer is required to quote the percentage of profit, crop-wise (to be computed as per the procedure laid down in Annexure-K) that he is willing to pass on to Tilam Sangh on each variety of mentioned crop and / or grade however the minimum profit to be shared with Tilam Sangh should be at least 25% any profit sharing ratio less than this shall not be accepted Tilam Sangh shall in no circumstances will be partner in any type of loss incurred during the tender.
- 2) The rates are to be filled and uploaded at proper place i.e. in financial bid (BOQ), Part-II of tender. Quoted percentage shall be the basis for comparative evaluation of financial bid, i.e. the tenderer quoting the highest percentage crop-wise shall qualify the financial bid.
- 3) If because of faulty nature of BOQ, the Comparative chart generated by the system doesn't compare the rate as mentioned, shows any other ambiguity or in any case, **manually prepared Comparative chart shall be final and binding on the bidders.**

11. TECHNICAL TERMS AND CONDITIONS:

- I) The required Seed or Seed Multiplication Programme should be as per the standard norms of the Seed Certification Agency of concerned State and as per the Govt. regulations.
- II) The tenderer should have a valid license for sale of Seed for Seed Multiplication Programme issued by the competent authority.
- III) The tenderer should also be registered with the State Certification Agency, as a Seed Production Agency.

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

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

Annexure-I

GENERAL TERMS & CONDITIONS

- 1 The tenderer should study all the terms and conditions of the tender carefully and should have full knowledge and understanding for specifications and technical requirements of the Seed to be supplied and Seed Multiplication Programme to be undertaken jointly. In case of any doubt regarding meaning, term, conditions, specifications, intentions etc. the matter may be referred to the General Manager Sriganganagar Project and then to the Managing Director for any clarification. Once the decision regarding the work to be undertaken has been taken all the terms and conditions will be final and binding to the tenderers.
- 2 This tender shall be governed by the rules of Rajasthan Transparency in Public Procurement Act 2012.
- 3 Generally the tenderer will not be allowed to sublet the work to be awarded, in case it is required prior permission from Tilam Sangh is to be taken for which terms and conditions may be altered or revised.
- 4 The tenderer shall be responsible for farming, harvesting, transporting, grading, packing, forwarding and all related work as mentioned in the work order/purchase order issued from time to time by Tilam Sangh.
- 5 The successful tenderer shall have to supply or and undertake Seed Multiplication Programme as per the scheduled mentioned in the work order. In case of failure Tilam Sangh will be free to get the work completed from other competent agency at the risk and cost of the tender.
- 6 In case, the supply or the programme to be undertaken is found to be sub standard or not as per the norms/specifications and as per Govt. regulations the same may be rejected at any stage. The work order may be cancelled and EMD /performance security may be forfeited or any amount of loss to the federation will be recovered from due payment or otherwise.
- 7 In case of any delay, in performance of the work to be undertaken liquidated damages for delay shall be imposed which will be binding to the tenderer.
- 8 Extension for performance of the work may be granted on payment of liquidated damages as below
 - a) (i) Delay up to one fourth period of the prescribed delivery period 2.5%
 - (ii) Delay exceeding one fourth but not exceeding half of the prescribed period 5%
 - (iii) Delay exceeding half but not exceeding three fourth of the prescribed period 7.5%
 - (iv) Delay exceeding three fourth of the prescribed period 10%

- b) Fraction of a day in reckoning period of delay will be ignored if it is less than half a day.
 - c) The maximum amount of liquidated damages shall be 10%.
 - d) In case extension in time for completion of work as per contractual period, the same shall be requested immediately but not after the stipulated date for completion of work. Looking to the circumstances and act of God the period may be extended by the General Manager of the concerned Project or the Managing Director, Tilam Sangh with or without liquidated damages.
- 9 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 authorized officer.
- 10 In case of any dispute the matter will be referred to the Managing Director Tilam Sangh for amicable solution. All the disputes will be subject to the jurisdiction in the legal courts situated at Jaipur.
- 11 The General Manager, Tilam Sangh, Sriganaganagar reserves the right to accept or reject any or all tenders partially or fully without assigning any reason thereof.

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

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

SPECIAL TERMS AND CONDITIONS OF TENDER

1. This tender/registration would be valid for two years as per RTPP Rules 2013 i.e. for the year 2022-23, & 2023-24 including both Rabi and Kharif season.
2. The successful tenderer shall purchase the crop of the quantity as declared **Yield** by the RSSOPCA and shall supply certified seed according to Section '9' .
3. The producer/organizer/supplier/facilitators will be responsible for the production & supply of certified/foundation seed of desired varieties to be agreed and mentioned in purchase/work order duly certified by the authorized Seed Certification Agency. The empanelment/registration shall be binding for a period of two years which may be further increased or decreased on work performance by competent authority.
4. The guarantee of physical purity, genetic purity and germination would be given by the tenderer. In case of any complaint, the tenderer would be responsible for making good the losses to the farmers and/or the Company (Tilam Sangh). The copies of STL report along with section-IX certificate as mentioned in the offer will also be submitted to Tilam Sangh along with consignment.
5. The tenderer should have average turnover (of last three years) to the extent of Rs. 3.00 Crore per annum and should also possess experience of supply of certified seeds to Govt. Deptt./Agencies in case of Co-operative society the condition of average turnover would be 50.00 Lacs.
6. The Seed offered or and Seed Multiplication Programme to be undertaken should meet the standards of IMSCS and should be treated with standard and prescribed chemical. If offered seeds are not treated at the time of packing, a packet containing sufficient quantity of chemical as per recommended dose shall be kept inside each seed packet to enable the farmers to treat the seeds before sowing. A pamphlet in Hindi giving warning about chemical and procedure to treat the seed should be kept inside seed packet along with sachet. Failure in compliance of this clause is punishable up to 25% reduction from payment bill of producer/ organizer. Even if one bag is found to be not treated or kept without the specified chemical in the seed container, entire lot supplied will be considered as untreated for penalty purpose.
7. Even if the Seed meets the certification standards, the Tilam Sangh reserves the right to reject the stock if the lot or part thereof, if discolored, lacking luster or on the grounds of admixture found or on grounds of poor quality grading, packing etc. by the Tilam Sangh. Tilam Sangh may send representative during, farming, production, packing, dispatch etc. for inspection of the farm or seed to draw/photograph samples/farms from time to time.
8. The producer/organizer/supplier/facilitator will be responsible for quality, quantity and completion the work as per the requirements, terms and conditions.
9. The producer/organizer/supplier/facilitator shall not change the quantity once purchased from the farmer.

10. The tenderer should be the original seed producer or Seed Multiplication Programme organizer having valid licenses and authority from the Govt.
11. Tenderer should produce an affidavit on Rs. 500/- Non Judicial stamp paper stating that he has not been black listed in last 10 years by any institution related to seed business.
12. The Producer/organizer/supplier/facilitator shall provide Crop/variety wise list of seed growers along with areas of fields under reference, so that the Tilam Sangh or authorized Govt. agency may inspect these fields at random in collaboration with the Producer/organizer/supplier/facilitator for the purpose of ascertaining the quality of farm, crop, seed etc. at any stage. If any fields not found suitable by TILAM SANGH during inspection, it will be rejected for the purpose of seed production. The Producer/organizer/supplier/facilitator will have to provide the source of seed procured by him by providing copies of bills, tags/label etc. Producer/Organizer/Supplier/Facilitator shall engage preferably network of Tilam Sangh for multiplication, however looking to the need of circumstances Tilam Sangh/MOU partner will have final say in selection of farmers.
13. Packing material will be arranged by the supplier or Seed multiplier or by Tilam Sangh will be decided at the time of placing order in advance for the quantity of seed to be supplied or programme to be undertaken.
14. Cost of proper tags for certified seed, approved chemical for treatment, thread, Lead Seal etc. shall be borne by producer/organizer/supplier/facilitator as the case may be.
15. The ratio of sale of finally prepared certified seed between Tilam Sangh and the producer shall be decided as mutually agreed upon at the time of sale. Still Managing Director, Tilam Sangh will have the discretion to change the ratio of sale between Tilam Sangh and Producer.
16. Profit would be divided in the ratio as quoted by the bidder between Tilam Sangh and Producer respectively. Tilam Sangh shall in no circumstances will be partner in any type of loss incurred during the tender.
17. The subsidy to farmers would be released by Tilam Sangh. The available production subsidy to Tilam Sangh & distribution subsidy would be parts of the profit & loss account of the activity.
18. No interest is payable on amount involved in procurement of raw seed or certified seed. The amount of interest while taking this programme may be incorporated in costing of the certified seed.
19. The subsidized quantity/subsidy amount available to Tilam Sangh shall be first of all utilized by Tilam Sangh for its own programme and the remaining quantity/amount, if any, shall be utilized under MoU against this tender and taken into consideration for calculating the profit, as per laid down procedure at Annexure-K.
20. Tilam Sangh would release 75% amount of raw seed plus handling and processing charges within three working days of the receipt of sale amount and remaining amount would be released after receipt of original bills, I.U.T., STL report, Section-IX certificate and other necessary documents required by Tilam Sangh or as per Govt. requirement and after receiving satisfactory report form

- fields including GOT and STL report. No payment will be given for entire lots/quantity which fails in sample test of STL and GOT.
21. The contractor in consultation with Tilam Sangh will choose the farmers to take up Seed Multiplication Programme to be undertaken jointly for different crops at the farm land in Kharif and Rabi seasons separately subject to terms mentioned at Clause-12.
 22. Selection of crop/varieties/class will be decided jointly by Tilam Sangh and the tenderer but once it is decided the tenderer will abide by the same.
 23. The breeder seed will be arranged by the tenderer as well as Tilam Sangh jointly but initially the cost of the same will be borne by the tenderer, which may be reimbursed by Govt. as per the norms.
 24. The tenderer will have to arrange for all inputs as well as expenses of seed production, seed grading, certification charges etc.
 25. All agricultural operations will have to supervise by the tenderer on behalf of Tilam Sangh which will be inspected time to time by Tilam Sangh authorities.
 26. The tenderer should supervise and advise the farmers to adopt Integrated Pest Management practices in a maximum area, to use fertilizers and nutrients as per soil test report, to use bio fertilizers and green manure in a maximum area, proper rouging, proper harvesting, proper threshing, proper transportation of produce etc. to get maximum yield and good quality of seed.
 27. The assumed basic rate as mentioned in annex. 'L' will be finalized during the season by competent authority of Tilam Sangh. The processing charges as mentioned in annex 'K' will also be decided by competent authority at the time of crop.
 28. The tenderer should keep proper liaison with Govt. authorities regarding the seed production and grading operations, as per the legal requirements.
 29. The Tilam Sangh will have no liability on account of any accident/damage/loss of man and material of the tenderer during the course of various operations and all legal and other responsibilities on account of the same will be of the tenderer only. The tenderer will abide by the labour rules and regulations. If Tilam Sangh ought to pay any compensation on behalf of the tenderer, the Tilam Sangh will have the right to deduct the same from his final amount to be reimbursed.
 30. Successful tenderer will be responsible for any indiscipline/illegal act of his engaged personnel. They shall be liable for legal action for any misconduct or illegal action.
 31. The Tenderer will pay income tax/ GST or any other levy applicable under rules.
 32. If there is surplus capacity available with Tilam Sangh the bidder may choose or use its own infrastructure in consultation with Tilam Sangh and if it uses Tilam Sangh facilities in that case the processing & direct expenses of processing, warehouse rent would be borne by him as per schedule.
 33. Tenderer will have to sign an agreement of all terms & conditions on non-judicial stamp paper of Rs. 500/- in two copies which shall be purchased by the successful tenderer. One copy of agreement will be kept with the Tilam Sangh and other copy will be kept by the successful tenderer.

34. The party/facilitator shall under take the seed multiplication programme by engaging sufficient numbers of farmers of the Schedule Caste & Schedule Tribe as per the guidelines of Agriculture Department. In case of unavailability of these farmers in Sriganaganagar Project catchment area, the farmers of these categories from other Districts can be engaged.
35. In case of any dispute the matter will be referred to the Managing Director, Tilam Sangh for amicable solution. All the disputes will be subject to the jurisdiction in the legal courts of respective project from where the purchase order was placed.

The terms and condition have been announced/readout before the auction and/or told to me in my local language.

I have gone through the terms and condition of the above contract or I have been explained the essence of the contract in my local language and I hereby & abide by the above condition and all these terms & condition will be a part of agreement between Tilam Sangh and me. The agreement is signed by me without any prejudice/pressure/before the witnesses in full conscience.

Party's name with signature and seal.

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

ANNEXURE-“K”

Statement showing computation of profit for quoting in Financial Bid.

S.No.	Particulars	Cost per Qtl of certified Seed
A	<u>Revenue</u>	
	a) Sales Realisation of certified seed	As per rate of certified seed being decided mutually
	b) Net of Seed Production/ Distribution subsidy	As received from Agriculture Department and further decided by Tilam Sangh.
B	<u>Expenditure</u>	
	a) Cost of raw seed	
	i) Basic cost of seed	Rate according to Related Krishi Upaj Mandi Samiti
	ii) Incidental expenses (Labour Charges)	As per Tilam Sangh Policy
	iii) Transportation charges of Procurement	@ Rs. 40 per Qtl.
	b) Certification & Inspection charges	Actual paid to Certification Agency
	c) Processing charges (including all kind of packing material cost, all material handling and labour cost, plant operation and maintenance cost, warehousing & insurance charges, chemical cost, any processing loss/gain and any other cost)	Actual
	d) Selling and distribution cost	
	1) Transportation discount to Dealers/Buyers	As per Tilam Sangh Policy
	2) Trade Discount to Dealers/Buyers	As per Tilam Sangh Policy
C	<u>Profit</u> (A-B)	

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

Annexure-“L”

- 1 Schedule of crop & variety required for Two Years of Various Certified Seed is tentative which may expand and widen with prior approval of Managing Director, Tilam Sangh, if so required.

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh)
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Annexure-A

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 tender process or to otherwise influence the tender 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.

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

Annexure-B

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 :
Place :

Signature of Bidder
Name :
Designation
Address

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

Annexure-C

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

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

Annexure-D

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 cases, 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)
Sriganganagar Project, SGNR