

RAWATBHATA ROAD, P.O. ENGINEERING COLLEGE, KOTA-324010 (RAJ.) Phone : 0744-2471183 E-mail :- tilamsangh@gmail.com

#### e-TENDER NOTICE FOR HANDLING (HAMMALI WORK) & T RANSPORTATION OF WHEAT PURCHASE UNDER MSP 2025-26 ES-04/25

E-tenders, from experienced and capable contractors, are invited to apply for Handling (Hammali Work) & Transportation Work of Wheat purchase under MSP 2025-26 Purchase center KOTA PROJECT latest by from 13.01.2025 up to 5.00 PM To 23.01.2025 up to 5.00 PM. Details may be seen in the e-tender document available at our official website www.tilamsangh.com or the website of State Public Procurement Protal http://sppp.rajasthan.gov.in or eprocurement portal of Government of Rajasthan www.eproc.rajasthan.gov.in.

क्र.सं.	ब्लॉक का नाम	अनुमानित राशि	बयाना राशि	प्रतिभूति राशि	बैंक गारन्टी
			2 प्रतिशत	5 प्रतिशत	10 प्रतिशत
1	कैथून	1000000	20000	50000	100000
2	झालीपुरा	1000000	20000	50000	100000
3	सांगोद	1500000	30000	75000	150000
4	खेड़ली महादीत	100000	20000	50000	100000
5	तलाब	3000000	60000	150000	300000
6	सारोला रीछाहेड़ी	1500000	30000	75000	150000
7	कंवरपुरा	1000000	20000	50000	100000
8	मूण्डला	100000	20000	50000	100000
9	अंता	1500000	30000	75000	150000
10	उम्मेदपुरा	1000000	20000	50000	100000
11	किशनपुरा बोरदा	1000000	20000	50000	100000
12	सोभागपुरा	1000000	20000	50000	100000
13	हिण्डोली	1000000	20000	50000	100000
14	हिंगोनिया	1500000	30000	75000	150000
15	गुढानाथवतान	100000	20000	50000	100000
16	मायजा	2000000	40000	100000	200000

17	नैनवा	1000000	20000	50000	100000
18	के. पाटन	3000000	60000	150000	300000
19	बकानी	1000000	20000	50000	100000
20	झालरापाटन	1500000	30000	75000	150000
21	पनवाड़	1500000	30000	75000	150000
22	असनावर	1000000	20000	50000	100000

GENERAL MANAGER



RAWATBHATA ROAD, P.O. ENGINEERING COLLEGE, KOTA-324010 (RAJ.) Phone : 0744-2471183 E-mail :- tilamsangh@gmail.com

#### Tender No.:- ES-4KRMD/25

#### e-TENDER NOTICE FOR HANDLING (HAMMALI WORK) & T<u>RANSPORTATION OF WHEAT PURCHASE UNDER MSP 2025-26</u>

E-tenders, from experienced and capable contractors, are invited to apply for Handling (Hammali Work) & Transportation Work of Wheat purchase under MSP 2025-26, at **Kherli Mahadeet Purchase center KOTA PROJECT** latest by from **13.01.2025** up to **5.00 PM To 23.01.2025** up to **5.00 PM**. Details may be seen in the e-tender document available at our official website <u>www.tilamsangh.com</u> or the website of State Public Procurement Protal <u>http://sppp.rajasthan.gov.in</u> or e-procurement portal of Government of Rajasthan www.eproc.rajasthan.gov.in.

GENERAL MANAGER

# TENDER FORM FOR

## HANDLING & TRANSPORTATION

### **AGENTS (e-TENDER)**

## RAJASTHAN RAJYA TILHAN UTPADAK SAHAKARI SANGH LTD.

(TILAM SANGH)

# PART – A

# **TECHNICAL BID**



RAWATBHATA ROAD, P.O. ENGINEERING COLLEGE, KOTA-324010 (RAJ.) Phone : 0744-2471183 E-mail :- tilamsangh@gmail.com

#### TENDER No. :- ES-4KRMD/25

#### Price of e-Tender Document Rs. 1000/-+18% GST

1-	Down Load of Tender Form Date	:-	From 5.00 PM on 13.01.2025
2-	Submission of EMD / Fees (as below)	:-	
i)	EMD as applicable	:-	Till <b>23.01.2025</b> up to <b>5.00 PM</b>
ii)	Tender document Fee (with GST) Rs1180/-	:-	Till <b>23.01.2025</b> up to <b>5.00 PM</b>
iii)	e-Tender Processing Fee Rs. 500 /-	:-	Till <b>23.01.2025</b> up to <b>5.00 PM</b>
3-	Last date and time of upload of the Tender	:-	Till <b>23.01.2025</b> up to <b>5.00 PM</b>
4-	Date & Time of opening of Tender	:-	On <b>24.01.2025 up to 11.00 AM</b>
i)	Technical Bid	:-	On 24.01.2025 up to 11.00 AM
ii)	Financial Bid	:-	To be notified later on, to successful bidders of technical bids only
5-	Earnest Money to be submitted with	:-	/- Rs
	Tender		( only)
6-	Approximate value of work	:-	/- Rs (only)
7-	Validity of the offer	:-	45 days, from the date of opening of Financial Bid.



RAWATBHATA ROAD, P.O. ENGINEERING COLLEGE, KOTA-324010 (RAJ.) Phone : 0154-2494411 E-mail :- tilamsanghTSK@gmail.com

#### **INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS**

- 1. The scanned copy of tender form (Technical Bid, Part-I) and other relevant documents, which are required, duly filled and signed by tenderer should be uploaded online.
- 2. The tenderer is required to fill up and upload their rate at proper place i.e. in financial bid (BOQ), Part-II of tender, as per the link provided on the web and as per the directions mentioned at **Annexure M**.
- 3. If required by the tenderer, training may be given to them, for filling of online tender, by the following department.

DO IT	:-	E-Procurement Cell, 1 <sup>st</sup> Floor, Yojna Bhawan, Jaipur.
Help Desk Phone	:-	0141-4022688
Email	:-	eproc@rajasthan.gov.in

- 4. Tender form & handwritten rates shall not be accepted in tender Box, although all the 3 DDs/Pay Orders towards tender form fee, RISL processing fee and EMD are to be submitted in this office within the scheduled time, as per e-Tender notice and technical bid.
- 5. Since a part of this tender document is in Hindi therefore it is necessary to have Kruti Dev010 font in the computer in order to download the complete tender document.
- 6. Please read the instructions carefully before submitting the tender online.
- 7. In case of any query, please call on 0141- 4022688 / E-procurement Cell / Tilam Sangh Office (IT Cell) 0744-2471183



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#### C H E C K LIST FOR FILLING UP THE TECHNICAL BID

In order to quality the technical bid, the scanned copies of following documents are to be uploaded compulsorily, by the tenderer, at the time of filling the e-tender, in lack of any which, the technical bid shall be rejected.

- 1- FEES & EMD
  - a) A DD/Pay Order for **Rs. 1180**/- towards tender document Fee.
  - b) A DD/Pay Order for Rs. 500 /- towards RISL Processing Fee.
  - c) A DD/Pay Order for **Rs. As Per NIT** towards EMD (Tender Security)
- 2- All pages of **Appendix III** duly filled and signed with seal by the tenderer.
- 3- The enclosed **Annexure-"I"** of tender documents duly filled and signed with seal.
- 4- The enclosed "Declaration by the Bidder" at **Annexure** "L" of the tender documents, duly filled and signed with seal, required under rules, 2013 of Rajasthan Transparency in Public Procurement Act. 2012.

5- The enclosed "Declaration by the Tenderer" at **Annexure - E** of the tender documents, duly filled and signed with seal, towards reading and acceptance of all the terms and conditions of tender document.

6- Appendix – I, II,III & IV duly filled and signed with seal by the tenderer should be uploaded.

- 7- Self Certified Copy of PAN.
- 8- Tenderer should have experience of Handling and/or Transportation of 3 Year work experience of any government / cooperative organization having average turnover of Rs. 1.00 Crore in one of the year of preceding five years. However the period of experience and turnover referred above will not be applicable to such cooperative societies who have undertaken handling and transportation work for any of the Govt. / Public Sector / Cooperative Sector organization, but should have an objective in their Bye-laws. In Case of unexperience agent will have to deposit additional Bank Guarantee to the tune of 10% of the volume of work.



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#### TENDER No. :- <u>ES-4KRMD/25</u>

# THIS DOCUMENTS NOT TRANSFERABLE THE TENDER IS ISSUED INDUPLICATE ONE COPY SHALL BE RETAINED BY THE TENDERER

COST OF TENDER FORM :- Rs 1180/- (Rupees One Thousand One Hundred Eighty Only) (1000 +18% GST)

ONLINE INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF HANDLING & TRANSPORT AGENT IN RESPECT OF PURCHASE OF FOOD GRAINS UNDER PRICE SUPPORT SCHEME / COMMERCIAL PURCHASES FOR TILAM SANGH PURCHASE CENTRES / MANDIS OF RAJASTHAN TO BE OPERATED BY TILAM SANGH FOR A PERIOD OF SIX MONTHS FROM THE DATE OF AWARD.

#### **IMPORTANT NOTES :-**

1- Tender documents may be downloaded form State Public Procurement Portal i.e h t t tp://sppp.rajasthan.gov.in and h ttp://www.tilamsangh.com. Aspiring bidders / suppliers who have not enrolled / registered in e-procurement should enroll / register before participating

through the website www.eproc.rajasthan.gov.in.Bidder are advised to go through instructions

provided at Annexure - A regarding "Instruction for Online Bid Submissions".

2- Tenderers can access tender documents on the website, fill the relevant information and submit the completed tender documents in to electronic tender on the website

www.eproc.rajasthan.gov.in.

- 3- Tenders and supporting documents should be uploaded through E- Proc. Portal www.eproc.rajasthan.gov.in. Hard copy of tender document will not be accepted.
- 4- Tender to remain open for acceptance up to 45 Days from the date of opening of technical bid.
- **NOTE :-** If the date up to which the tender is open for acceptance is declared to be a holiday. The tender shall be deemed to remain open for acceptance till the next following working day.

#### TENDER FORM

FROM :-

The General Manager, Tilam Sangh Rajasthan, Project, KOTA

To

#### The Participating Bidder.

Online tender is invited through e-tendering portal for the appointment of Handling & Transport Agent (hereinafter referred to as HTA) in the <u>Kherli Mahadeet</u> Purchase centers KOTA **PROJECT** of Rajasthan during RABI Marketing Season (RMS) 2025-26 The Appointment relates to the work of Handling & Transportation of food grains, gunnies and other dead stock articles from procurement centre/ mandi to linked depot / storage point / railhead.

- a) These tenders are invited under "TWO BID" system at E-Proc. Portal (URL w ww.eproc.rajasthan.gov.in.). So the price bid & technical bid is to be uploaded separately. The DD towards EMD, the cost of the tender form and RISL processing fee are required to be deposited in Tilam Sangh Project Office, up to the scheduled time and their soft copies (PDF) are also been uploaded with the Technical bid. Tender forms can be downloaded within thescheduled time from the site (URL h ttp://sppp.rajasthan.gov.in or w ww.eproc.rajasthan.gov.in) and scanned copy of duly complete and signed tender form along with the necessary required documents are to be uploaded up to the scheduled time as per NIT/Tender document.
- b) Properly filled in and uploaded Technical bids shall be opened at the scheduled time by the committee constituted by the General Manager in the presence of available tenderers or their representatives. Tenders not accompanied by the requisite amount of EMD / Tender processing Fee / Tender Fee as well as conditional tender will be rejected summarily.
- c) The security amount shown in the Annexure–"B" will be deposited by the successful tenderers within five working days from the date of communication of acceptance letter. The earnest money in liable to be forfeited in the event of his failure to deposit Security Deposit amount within the given specific period and the work will be get done at his risk & cost. Further the tenderer will also be debarred / black listed from participation in any type of tender of TILAM SANGH for a period of five years from the date of debarment.
- d) The successful tenderer will have to commence work immediately on the date as may be decided by the General Manager or any his officers authorized for he purpose. EMD / Security will be forfeited in case the work is not taken up on the specified date or the tenderers refuses or modifies the offer subsequently and the work will be carried out at the RISK & COST of the denderer. Further the tenderer will also be debarred / black listed from participation in any type of tender of TILAM SANGH for a period of five years from the date of debarment.

- e) Mere mention of any item of work in the contract will not confer any right on the HTA to demand that the work relating to all or any item thereof will necessarily or exclusively be entrusted to him. TILAM SANGH will have exclusive right to appoint one or more HTA or to divide the work among such HTA's in the manner. TILAM SANGH may decide. No claim shall lie against the Federation by reason of such division.
- f) The tenderers are required to upload scanned copy of duly completed and signed copy of tender form along with all documents (as listed in the Annexure) relating to the firm.
- g) All the applicable statutory taxes will be deducted / recovered from the admitted bills as per rules.
- h) The General Manager, TILAM SANGH PROJECT **KOTA** reserves right to reject any or all tenders without assigning any reasons.
- In case of any dispute District Level Committee shall be the final authority and his decision shall be binding. No request for increase or decrease of SOR will be entertained once the lowest tender is accepted. It will be discretion of General Manager to get the work done at Risk & Cost of the HTA, if he finds that the performance of the HTA is not satisfactory.
- j) A set of terms and conditions applicable to HTA is enclosed. Tenderers are required to go through these terms and conditions and sign each page in token of having accepted the same submitting the tender.

#### GENERAL MANAGER



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#### TERMS AND CONDITIONS GOVERNING APPOINTMENT OF HTA DURING RMS 2025-26

#### I. DEFINITIONS :-

- a) The term "**Contract**" shall mean and include the invitation to tender incorporating also the instructions to tenderer, the tender, its annexures, appendices and schedules, acceptance of tender, and such general and special conditions as maybe added to it.
- b) The "**Contractor**" or "**HTA**" or "**Agent**" shall mean and include the person(s), Firm, or Company, with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as maybe.
- c) The terms "**Contract rates**" shall mean the rates of payment accepted by the General Manager for and on behalf of TILAM SANGH.
- d) The terms "General Manager" shall mean the General Manager under TILAM SANGH whose administrative jurisdiction, the TILAM SANGH purchase centers to which the contract relates fall. The term General Manager shall also include every other officer who is representative of the General Manager.
- e) The term "Service" shall mean and include the performance of any of the items of work enumerated in Price Bid here in including such auxiliary additional and incidental duties services and operation as may be indicated by the General Manager or an officer acting on his behalf.
- f) The term **"Godown"** shall mean and include depots, godowns, silos, bins of RSWC/CWC and/ or allocated by Food Corporation Of India as deposit point.
- g) The term "Food grains" shall mean and include Cereals, pulses, Coarse Grains, products of food grains, oil seeds etc.
   h) The term "Purchase Centre" shall mean centers set up in the Mandi premises and where there are no mandies, set up at selected places anywhere in the District for the purpose of procurement of cereals, pulses, coarse grains, oil seedsetc.

#### II. "PARTIES TO THE CONTRACT" :-

a) The person signing the tender or any other documents forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he/she has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If at any stage it is found that the person concerned had no such authority, the TILAM SANGH may, without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.

- b) The TILAM SANGH represented by the General Manager, Tilam Sangh, Kota and any other person authorized and acting on his behalf.
- c) The notice or any other action to be taken on behalf of the TILAM SANGH may be given/ taken by the General Manager or any officer so authorized and acting on his behalf.

#### III. INSTRUCTIONS FOR SUBMITING TENDER:-

Tenders not accompanied by all the schedules/Annexures intact, and duly filled in and signed shall be summarily rejected.

#### IV. <u>CONSTITUTION OF CONTRACTOR :-</u>

- a) Contractor shall, in the tender, indicate whether he/ they is/are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company incorporated in India. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contract or in respect of the Contract and his acts shall be binding on the Contractor.
- b) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the corporation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from
- c) The Contractor shall notify to the Federation the death / resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Federation shall have the right to terminate the Contract

#### V. <u>OUALIFICATION CONDITIONS FOR TENDER :-</u>

Tenderer should have experience of Handling and / or Transportation / and or HTA duly obtained from Manufacturer / PSU/ Govt./ Deptt./ Public Ltd. Company/ Private Limited Company, Co-operative Society registered under Co-operative Societies Act dealing in the field of Fertilizer, Food Grains, Cement, Sugar, Coarse Grains or any other commodity.

#### VI. <u>RELATIONSHIP WITH THIRD PARTIES:-</u>

All transactions between the contractor and third parties shall be carried out as between two principals without reference to the Federation in any event. The contractor shall also undertake to make the third parties fully aware of the position aforesaid.

#### VII. LIABILITY FOR PERSONNEL:-

a) All persons employed by the contractor shall be engaged by him as his own employees/workers in all respects and all rights and liabilities under the Indian Factories Act, or the Employees Compensation Act and Employees Provident Fund & Misc. Provisions Act or any other similar applicable enactments in respect of all such personnel shall exclusively be that of the contractor. The contractor shall be bound to indemnify the Federation against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable inconsequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.

- b) The HTA will ensure that provisions of EPF/ESI Act are complied with. He will deposit the EPF with the concerned RPFC within prescribed time and submit all required returns and clearance from RPFC concerned, failing which he will be responsible for the consequences. In case EPF/ESI is not deposited, the same will be deducted from his applicable rate along with administrative charges and penalty for the delay etc.
- c) The HTA will ensure to comply the rules and regulations of CLRA and Bonus Act, also HTA will maintain all the records and registers related to CLRA and Bonus Act.
- d) In case of NEFT/RTGS/other electronic means, the Tenderer has to indicate transaction number (UTR No.) of such payments appropriately in the Bid along with the Bank Details i.e. Account Number and IFSC through which the transaction is made.
- e) The HTA will ensure that all payments made to worker/labour engaged by him will be through RTGS/NEFT/other electronic means or cheque with bank statement having clearance of the same.

#### VIII. BRIBES, COMMISSION, CORRUPTION, GIFTS ETC .:-

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners / Directors / Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Federation, or any person on his or their behalf, for showing any favor or forbearing to show any dis-favour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Federation and the contractor shall be liable to reimburse the Federation of any loss or damage resulting from such cancellation.

#### IX. SECURITY DEPOSIT:-

*a)* The successful Tenderer shall furnish within five working days of acceptance of his tender, a Security Deposit for the due, proper and complete discharge of all their obligations under the Contract. The Security Deposit will comprise of the total of the amounts specified in following *clause*.

i)A sum equivalent to 5% of the value of the Contract through RTGS / NEFT / Any other online mode/modes in account of RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LIMITED. (TILAM SANGH) PROJECT KOTA PROJECT having Account No. 08952191005574 of PNB Bank, Rawatbhata Road, KOTA, IFSC Code PUNB0089510 The Security Deposit shall not earn any interest.

b) The security deposits furnished by the tenderer would be subject to the terms & conditions of this tender and the Federation will not be liable for payment of any interest on the security deposit.

- c) Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of contract and returning of any property of the corporation remained with him in good condition and on submission of "Compliance Certificate/ Confirmation of deposit of EPF by way of affidavit duly executed by the Employer (i.e. Contractor/Bidder)/No Due Certificate" from the concerned authority designated under EPF and MP Act 1952 showing due and correct deposit in respect of the employees employed by or through him for the contract period and on obtaining a "No Demand Certificate" from the assigned authority of Food Corporation of India, the Security Deposit will be refunded to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of Tilam sangh against the contractor. The Tilam Sangh will not be liable for payment of any interest on the Security Deposit. For any EPF violations which may be detected at any later stage, the contractor shall be liable and will be proceeded against as per law. The bidder should be registered with EPFO as an independent employer, having separate code number as required for an employer under the provisions of EPF & MP Act 1952 and EPF Scheme framed there under.
- d) The security deposit will be refunded to the HTA on due and satisfactory performance of the services and on completion of all obligations under the terms of the contract. He will also submit No Demand Certificate duly signed by the concerned officer. In case the security deposits not claimed within three accounting years from the closures of the contract, it will be treated as lapsed and no claim will be entertained in this regard.
- e) In the event of termination of contract, General Manager shall have the right to forfeit the security deposit in part or whole, while making good the losses from the HTA. In the event of security being insufficient the TILAM SANGH reserves the right to recover the balance amount for making over the losses suffered by it.

#### X. <u>Liability of Contractor for Losses etc. suffered by the TILAM SANGH and</u> <u>Summary termination.</u>

- a) The HTA shall be responsible to supply adequate number of trucks or any other commercial transport vehicles/ Labour/ other resources for carrying out the HTA work on the instructions of General Manager or any other officer acting on his behalf. In case, he fails to supply the sufficient numbers of trucks/ needful resources on requisition, General Manager shall have right to engage the same through the other HTA/ source at his risk & cost and losses so occurred will be recovered from him. The decision of General Manager in this regard shall be final and binding of the HTA.
- b) The HTA shall be responsible for the safety of the goods / food grains during the operations of HTA at the procurement centre / mandi until these are delivered at the linked godown / storage point / Railhead or any other destination decided by the General Manager or any other officer acting on his behalf. The HTA shall also provide tarpaulins on floor of the trucks so as to avoid loss of grains through holes during transit. The stocks stacked in the mandi as well as loaded on the trucks will also be properly covered as and when required, to avoid damage by rains and other natural vagaries. The HTA shall deliver the number of bags and the weight of food grains received by him and loaded on his trucks and shall be liable to make good the value of any loss, shortage or damage during transit.

- The HTA shall be liable for all costs, damages, charges and expenses suffered or c) incurred by the Corporation due to the HTA's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or his failure to carry out the work and for all damage or losses occasioned to the Federation in particular to any property or plant belonging to the Federation due to any act whether negligent or otherwise of the HTA himself or his employees. The losses will be recovered at twice of Average Acquisition Cost applicable from time to time. The decision of the General Manager, regarding such failure of the HTA and his liability for the losses etc. suffered by the Federation, shall be final and binding on the HTA. The HTA shall be fully liable and responsible to maintain discipline while working with staff of the Federation, if he himself or any of his employee/ drivers/ labours found responsible for any type of misbehavior or man-handling, physical or verbal with any official/officer of the Federation his contract may be terminated and he maybe blacklisted/debarred from participating in future tenders/contracts for a period of five years from the date of such termination. The decision of General Manager in this regard will be final.
- d) The Federation shall be at liberty to reimburse itself of any damages, losses, demurrage charges paid to the railways, Costs or expenses suffered or incurred by it due to HTA's negligence and un-workman like performance of services under the contractor breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time here after may be come due to the HTA under this or any other contract with the Federation. In the event of any sum which may be due from the Federation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the HTA as aforesaid shall be deducted from the security deposit, furnished by the HTA, should this sum also be not sufficient to cover the full amount claimed by the Federation, the HTA shall pay to the Federation on demand the remaining balance of the aforesaid sum claimed failing which TILAM SANGH has a right to recover the balance amount.
- e) The General Manager shall have exclusive right to terminate the contract and get work done at his risk & cost during the remaining period of the contract if the HTA contravenes any of the terms & conditions of the agreement. General Manager shall also have the right to forfeit the security deposit and recover the losses accrued to the Federation due to his failure to carry out work. Further the tenderer will also debarred/ blacklisted from participation in any type of tender of TILAM SANGH for a period of five years from the date of debarment.
- f) The HTA shall be responsible for all damages/shortages/losses caused to federation's stocks & property during the whole operations performed by him. He shall also be responsible for safe and quick conveyance of federation's stocks & property up to required destination/shortage point of the federation. He shall be responsible for short ages noticed in the federation's stocks & property at the receiving end.
- g) In the event of purchased stocks of the federation in the Mandi is not removed/lifted by the HTA within stipulated time as per the federation's directions, the HTA shall be responsible for all the losses which the federation may have sustained due to stacking of the purchased stocks in the Mandi and he shall be responsible for any penalty imposed by the Market Committee for non-lifting / non clearance of stocks from Mandi.
- h) The HTA shall have the capacity to handle the HTA work as per Federation's requirement. In case the HTA fails to handle the Mandi operations on day to day basis as per the requirement of the Federation, the work shall be get done at the risk & cost

of the HTA and losses/extra expenditure sustained by the Federation on the accountshall be recovered from the HTA. The decision of General Manager, TILAM SANGH Sriganganagar shall be final and binding in this regard.

i) The HTA shall be responsible for keeping a complete and accurate account of all supplies of food grains etc. and empty gunny bags received by him from the federation and shall render accounts and furnish returns and statements in such a manner as prescribed by the General Manager or an Officer acting on his behalf from time to time.

#### XI. SET OFF CLAUSE:-

Any sum of money due and payable to the HTA (including security Deposit returnable to him) under this contract may be appropriated by the Federation and set off against any claim of the Federation for the payment of any sum of money arising out of or under any other contract made by the HTA with the Federation

TILAM SANGH reserves the rights to claim from the tenderer / bidder any amount of tax interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

#### XII. VOLUME OF WORK:-

- a) The Federation does not guarantee any definite volume of work. Mere mention of any item of work in the contract will not confer any right on the HTA to demand that the work relating to all or any item should necessarily or exclusively been entrusted to him.
- b) General Manager reserves the right to appoint one or more HTA for any or all services and to divide the work between HTAs in the manner decided by him. No claim shall lie against the Federation by reason of such division of work.
- c) If the contractor is required to perform any service in addition to those specifically provided for in the contract and the annexed schedule of contract, the remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.
- d) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary, or incidental to any of such services shall be decided by the General Manager concerned whose decision will be final and binding.

#### XIII. PAYMENT:-

- a) The HTA shall submit his bills in triplicate to General Manager Project with necessary documents. The payment will be made in accordance with procedure and after deducting the statutory taxes as per the Govt. Rules.
- b) Payment will be made by General Manager TILAM SANGH PROJECT Kota on submission of bills in triplicate duly supported by the consignee's receipt and other related documents.
- c) The payment will be payable for the net weight of food grain handling and transportation.

- d) Monthly bills, bearing GST and/ or PAN as applicable, of the work executed by the successful tenderer, shall be produced to the **G.M. Kota Project** Tilam Sangh, who in turn, shall release the payment in accordance to the work order / tender after verifying the facts and figures.
- e) The contractor should submit all the bills not later than 2 months from the date of expiry of the contract so that the refund of the Security Deposit may be speeded up. In order to facilitate disposal of bills, the contractor is advised to submit his bills weekly/ fortnightly/monthly.
- f) The Federation shall not be liable for payment of any interest on any bill outstanding for payment.
- g) The contractor should provide, within 7 (seven) days of the joining of work, the Bank Account details to which all payments due to him from the TILAM SANGH can be transferred electronically through RTGS / NEFT.
- h) The tenderer / bidder. Registered under GST (if applicable) shall ensure that the invoice to be raised with TILAM SANGH is compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of tax credits by TILAM SANGH.
- i) TILAM SANGH reserves the right to release payment of GST amount (if applicable) only posts matching of the invoices in the GSTN System.
- j) This shall further be ensured by the tenderer / bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month
- **XIV.** The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the motor vehicle rules there under as amended from time to time and the contractor will abide by such rules in regards to loading of vehicles. If any penalty is imposed by any authority or any action is taken in the event of overloading the vehicles, the contractor shall be solely responsible for the same. Any Contractor resorting to the overloading of the trucks in violation of the rules will be treated as violating the terms and conditions of this contract for which his contract is liable to be terminated.
- XV. <u>PERIOD OF CONTRACT:-</u> The period of contract will be of six month (Extendable for Three Month) from the date of awarding of the contract

#### XVI. Terms of Services to be Rendered by HTA and Brief Description of work :-

- a) The tenderer agrees to work as Handling & Transport Agent (herein after referred to as HTA) at TILAM SANGH purchase centre/ mandi for a period of **Six Month and extendable for next three Month (90 Days)** from the date of awarding of the contract.
- b) The HTA agrees to handle & transport food grains stocks or any other related works duly assigned by TILAM SANGH from purchase centre / mandi To storage point.
- c) The HTA agrees to handle & transport gunnies/dead stock articles or any other works

duly assigned by TILAM SANGH from storage point to purchase centre / mandi and vice Versa.

- d) The HTA agrees to work as Handling & Transport Agent for the Federation on the term & conditions as specified in this MTF for supply of labour and adequate number of trucks, scale/balance, filling/stitching of food grains bags, stenciling gunnies with colors, placing the bag on beam scale/balance, unloading from balance, providing of sutli and local transportation of food grains/ gunnies/dead stocks articles and other allied operations on the basis of Schedule of Rates applicable during the contract period and in accordance with the direction of the Federation.
- The HTA shall ensure proper double line machine stitching of bags and proper stenciling as per the latest instructions and directions of the Federation / FCI. Recovery shall be effected from the HTA as per the Scheduled given as below :-

S. No.	Particulars	Rate (Rs. / Per Bag)
1-	Poor Stitching / Improper stitching	2.00 (Rs. Two Only)
2-	Poor Stenciling / No Stenciling	1.00 (Rs. One Only)

- e) The contractor shall make his own lighting arrangements for working at night or day time as per the requirements for loading/unloading transport operations etc.
- f) The HTA shall not sublet/ transfer or assign the contractor any part of it. In the event of contravention of this clause, General Manager shall have the right to terminate the contract and get the work done from any other HTA at his risk & cost.
- g) The HTA shall be liable to comply with the instruction from General Manager or any officer acting on his behalf the requirement of trucks every evening for transportation of food grains bags from mandi to the depot/ railhead next day. Moreover, HTA will clear the mandi on day to day basis and he will be solely responsible for any damage to food grains or gunnies due to non-lifting of the food grains on day to day basis. In the special cases, he may be required to arrange transportation at short notice.
- h) The HTA shall ensure proper double line machine stitching of bags and proper Stenciling as per the latest instructions & directions of the Federation/FCI. Recovery shall be effected from the HTA for not doing machine stitching or poor stitching as per the schedule given as above.

#### XVII. OTHER TERMS AND CONDITIONS :-

- a) Except as otherwise provided, any dispute arising out of the terms & conditions of this agreement or their interpretation shall be referred to the General Manager, TILAM SANGH PROJECT Kota. acting as such at the time of reference or to such other personas General Manager, TILAM SANGH, may general/special order nominate on his behalf and his decision shall be final and binding on both the parties
- b) The Federation reserves the right to terminate the contract at any time without assigning any reason. In the event of the Federation cancelling this agreement before the expiry date, no compensation and damages shall be payable to the HTA on this account. Moreover, in such an event the HTA shall render complete account of food grains/gunnies and any other articles in his custody and also arrange to return the

stocks as per the direction of the General Manager, TILAM SANGH PROJECT or any official on his behalf at the procurement centre.

- c) The Federation reserves the right to withdraw from the contract any time and Handling and Transportation work in respect of part Mandi operations left incomplete by the HTA if the Federation considers it necessary to do so. The decision of the General Manager, TILAM SANGH shall be final in this regard and no claim shall be entertained against the Federation for any loss or damage suffered or alleged to have been suffered by the HTA on account of such withdrawal of the work
- d) The HTA shall bind himself to carryout works as per the instructions of the General Manager, TILAM SANGH PROJECT or an officer/official working on his behalf as are incidental to this agreement and as may be issued from the Federation from time to time.
- e) In the event of the Federation having any claim ascertain or otherwise against the HTA under any of the conditions of this contract or arising from or out of this contract or under the conditions of any other contract, the General Manager, TILAM SANGH PROJECT shall be entitled to retain to the extent of such claim or claims, any money which may be due (including security deposit) refundable by the Federation to the HTA under this or any other contract and shall be entitled to appropriate such money (including security deposit refundable) in or towards satisfaction of such claim or claims.

#### XVIII. e-TENDER FEE AND e-TENDER PROCESSING FEE :

e-Tender form fee of **Rs. 1180/-** (inclusive of GST) in the form of **DD/Pay Order** in favour of **"RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LIMITED. (TILAM SANGH) PROJECT KOTA PROJECT"**, and e-tender processing fee of **Rs. 500** /- 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.

#### XIX. (i) TENDER SECURITY (EMD) :

- An EMD as per ANNEXURE "B" is to be deposited in the form of DD/Pay order in favour of "RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LIMITED. (TILAM SANGH) PROJECT KOTA PROJECT" The DD/Pay order should reach this office i.e. Kota 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. In lack of EMD, the bid shall stand cancelled.
- 2. REFUND OF EMD : The EMD of unsuccessful tenderer shall be refunded after final acceptance of tender of successful bidder.

#### (ii) PERFORMANCE SECURITY

The successful tenderer shall be required to deposit a security amount @5% of Tender value immediately after getting declared successful by way of DD/electronic fund transfer in our account however the EMD already deposited by him, shall be adjusted in this security amount. This differential security amount may also be deposited in the form of bank guarantee.

# XX. SUBMISSION OF RATE AND PROCEDURE FOR EVALUATING THE TENDER:

- i) The rates are to be filled and uploaded at proper place i.e. in financial bid (BOQ), as per the link.
- ii) The tenderer is required to submit lower or equal or higher percentage of rates over the rates mentioned in our Price bid (SOR). This quoted percentage shall be basis for award of contract. The tenderer quoting the lowest rate in terms of percentage shall be treated as lowest bidder
- iii) Due to nature of format of Financial Bid (BOQ), there is a possibility that the system generated BOQ Comparative Chart is faulty (not proper), so in that case or in any case the manually prepared Comparative Chart shall be final and binding on the tenderer.

#### XXI. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION:-

- a) The contractor will be liable to follow laws of the land as applicable on him such as EPF, ESI, Labour laws etc.
- b) Any dispute arising out of this contract will be subject to jurisdiction of the concerned district court.

Signature of the Tenderer with full address

#### **Instructions for Online Bid Submission**

#### Annexure-A

The bidders are required to submit soft copies of their bids electronically on the E-Proc. Portal, using valid Digital Signature Certificates. Instructions given below are meant to assist the Bidders in registering on the E-Proc., prepare their bids in accordance with the requirement and submitting their bids online on the E-Proc. Portal.

More information useful for submitting online bids on the E-Proc. Portal may be obtained at www.eproc.rajasthan.gov.in.

#### **REGISTRATION**

- Bidders are required to enroll one-Procurement module of E-Proc.
   Portal (URL www.eproc.rajasthan.gov.in.) clicking on the link "Click here to enroll" on the E-Proc.
   Portal is free of charge.
- 2- As part of the enrollment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3- Bidders are advised to register their valid E-mail address and mobile numbers as part of the registration process. These would be used for any communication from the E-Proc. Portal.
- 4- Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (class II or class-III certificates with signing key usage) issued by any certifying authority recognized by CCA India (e.g. Sify / TCS / nCode /eMudraetc.), with their profile.
- 5- Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC<sup>\*\*</sup>s to others which may lead to misuse
- 6- Bidder then logs into the site through the secure login by entering their user id/ password and the password of the DSC/ e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

- 1- There are various search options built in the RPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the RPP Portal.
- 2- Once the bidders have selected the tenders they are interested in, they may download required documents/ tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the RPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- 3- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the helpdesk.

#### PREPARATION OF BIDS

- 1- Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- 2- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. Pan card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for submission process.

#### **SUBMISSION OF BIDS**

- 1- Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3- Bidder has to select the payment option as "offline" to pay the tender fee/ EMD as Applicable and enter details of the transaction no. (UTR No.) at appropriate place.
- 4- Bidder should deposit the EMD as per the instructions specified in the tender document. The details of the EMD/ tender fee should be filled carefully at specified place well before the closure time of the bid as indicated in the tender form. Otherwise the uploaded bid will be rejected.
- 5- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to do
- 6- wnload the BoQ file, open it and complete the white coloured (unprotected) cells with the irrespective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 7- The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 8- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be

viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.

- 9- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### ASSISTANCE TO BIDDERS

- 1- The time for seeking clarification and giving replies may be specified by Officer concerned preferably which should be before closing of the time of bid, the queries and replies will be submitted by e-mail at the **e-mail ID:-** <u>tilamsangh1@gmail.com</u>. Any queries relating to the tender documents and the terms and condition contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender
- 2- Any queries relating to the process of online bid submission or queries relating to RPP Portal/ E-Proc Portal in general may be directed to the 24X7 RPP Portal Helpdesk.

Annexure - M

#### वित्तीय निविदा (BOQ) भरने हेतु आवश्यक निर्देश

1. निविदादाता द्वारा अपनी दरें वेबपेज अनुसार निर्धारित स्थान (BOQ) पर प्रतिशत कम/समान/अधिक अनुसार भरी जानी है। उदाहरण के लिए कोई निविदादाता Price Bid पद दी गई SOR दरों से "क" प्रतिशत अधिक दर पर कार्य करना चाहता है (जहाँ "क" एक संख्या है जो दशमलव में भी हो सकती है) वो वित्तीय निविदा के क्रम संख्या 3 (अर्थात् तीसरी पंक्ति में) के कॉलम संख्या 4 में "क" अंक भरेगा तथा शेष दो पंक्तियों के कॉलम संख्या 4 को छोड़ देगा।

उसी तरह यदि कोई निविदादाता एसओआर दरों से ''क'' प्रतिशत कम पर कार्य करना चाहता है वो वित्तीय निविदा के क्रम संख्या 1 (अर्थात् पहली पंक्ति में) ''क'' अंक भरेगा तथा शेष दो पंक्तियों के कॉलम संख्या 4 को छोड़ देगा।

यदि कोई निविदादाता एसओआर दरों पर ही कार्य करना चाहता है वो वित्तीय निविदा के क्रम संख्या 2 (अर्थात् दूसरी पंक्ति में) ''0'' (शून्य) भरेगा तथा शेष दो पंक्तियों के कॉलम संख्या 4 को छोड़ देगा।

- 2. निविदादाता द्वारा वित्तीय निविदा (BOQ) की किसी एक पंक्ति के कॉलम संख्या 4 में ही दर प्रस्तुत करनी है। किसी भी स्थिति में एक से अधिक दर प्रस्तुत नहीं करनी है अन्यथा वित्तीय निविदा निरस्त हो जायेगी। उदाहरण के लिए कोई निविदादाता यदि दो या अधिक पंक्तियों में अर्थात् क्रम संख्या 1 और 2, 2 और 3, 1 और 3, 1,2 और 3 में अपनी दर प्रस्तुत करता है तो निविदा निरस्त समझी जायेगी।
- पंक्ति संख्या 2 के कॉलम संख्या 4 में, समान दर पर कार्य करने की व्यवस्था होने के कारण, सिर्फ ''0'' (शून्य) ही भरा जा सकता है, न कि दूसरा कोई अंक।

उपरोक्तानुसार वित्तीय निविदा न भरने के कारण, निविदा निरस्त होने पर स्वयं निविदादाता जिम्मेदार होगा।

> महाप्रबन्धक तिलम संघ राजस्थान, श्रीगंगानगर

#### TENDER SUBMISSION UNDERTAKING

#### To,

The General Manager, TILAM SANGH RAJASTHAN, PROJECT **KOTA Subject :- Acceptance of Terms & Conditions of Tender.** 

#### Tender Reference No. :- ES-4KRMD/25

#### Name of Tender / Work :- E-tender for Handling & Transportation of Wheat in <u>Kherli</u> <u>Mahadeet</u> Purchase centers KOTA PROJECT Dear Sir.

- I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/ Work" from the web site(s) namely: E-tender for Handling & Transportation of Wheat at - <u>Kherli Mahadeet</u> Purchase centers as per your advertisement, given in the above mentioned website(s).
- 2- I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (all the pages of Technical Bid) (including all documents like annexure(s), schedule(s) etc.) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
- 3- I/We hereby certify that I/We have uploaded/ submitted all the duly filled and signed Scanned copy of each and every Appendixes / Annexures given in Technical Bid (MTF).
- 4- I/We hereby certify that I/ We will furnish all documents along with MTF in original later on, if tender awarded.
- 5- The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 6- I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
- 7- In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty or eject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.

8-

Yours faithfully,

(Signature of the Bidder with official Seal)

#### FORWARDING LETTER

#### FROM :- (Full Name & Address of the Tender)

Recent Photograph of Tenderer

Τo,

The General Manager, Tilam Sangh Rajasthan, Project, Kota

#### 1- I submit the e-tender for appointment as HTA of Purchase Centre <u>Kherli</u> <u>Mahadeet.</u>

- 2- I have thoroughly examined and understood all the terms& conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendix and agree to abide by them.
- 3- I agree to keep the offer open for acceptance up to and inclusive of I / We shall be bound by communication of acceptance of the offer dispatched within the time. I/ We also agree that if the date up to which the offer would remain open is declared a holiday for the Federation the offer will remain open for acceptance till the next working day.
- 4- I have deposited EMD, tender document and tender processing fee through DDs in your office and have also uploaded their soft copies with the technical bid
- 5- I do hereby declare that the entries made in the tender and Appendices/ Annexures attached there in are true and also that I/We shall be bound by the act of my/ our duly constituted Attorney.
- 6- I hereby declare that my Firm/ Company has not been blacklisted or otherwise debarred during the last five years by the State Government /Food Corporation of India/TILAM SANGH, or any department of Central or State Government or any other Public Sector Undertaking, or any other client, for any failure to comply with

# the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (\*)

#### OR

I hereby declare that I, my Firm/ Company was blacklisted/ debarred by \_\_\_\_\_\_ (here give the name of the client) for a period of \_\_\_\_\_, which period has expired on (Full details of the reasons for blacklisting/ debarring, and the communication in this regard, should be given) (\*)(\*) (strike out whatever is not applicable).

- 7- I hereby declare that no contract entered into by me, my Firm/ Company with the State Government /Food Corporation of India/TILAM SANGH, or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.
- 8- I hereby declare that the Earnest Money Deposit and/ or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered in to by me/ my firm/ company/ us with the State Government /Food Corporation of India/TILAM SANGH, or any department of Central or State Government or any other Public Sector Undertaking during the last five years.
- 9- I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I/We certify that all information furnished by me/ us is correct and true and in the event that the information is found to be incorrect/ untrue, the Federation shall have the right to disqualify me/us without giving any notice or reason or summarily terminate the contract, without prejudice to any other rights that the Federation may have under the Contract and Law.

(Signature of Tenderer)

#### <u>APPENDIX – III</u>

#### **GENERAL INFORMATION OF TENDERER**

(To be Filled in by The Tenderer)

#### Additional Information / Documents to be submitted with Technical Bid

1-	Master data shall be provided by the tenderer along with the copy of GST registration certificate (if available) as per following details :-		
a)	Name	:-	
b)	Date of Birth	:-	
c)	E-mail ID & Contact No.	:-	
2-	Composition of the tenderer :- (State whether the tenderer is a proprietor concern, or registered partnership firm, or a company.) The Name of the Proprietor, or all Partners, or, the Directors of the Company, as applicable, should be given.	:-	
3-	Business in which the tenderer is employed together with particulars of the Head office and branches, if any, are located.	:-	
4-	PAN details of the tenderer.	:-	
5-	Details of goods(along with HSN code/Excise classification) being/to be supplied to our organization.		
6-	Details of Services( along with HSN code) being/ to be supplied to our organization.	:-	
7-	Following details for each supplying State (from which material/services is being or proposed to be supplied to us (Refer).	:-	
a)	Nature of the Tenderer (SEZ unit /SEZ developers / STPL Unit / Normal Entity / Foreign entity).	:-	
b)	Category of Tenderer (Normal registered/ Registered under composition/ unregistered/ Located outside India.	:-	
c)	Address	:-	
<b>d</b> )	State code( Code as prescribed under GST	:-	
e)	Latest Contact Number	:-	
f)	Latest Fax Number (if any)	:-	
<b>g</b> )	Latest E-mail ID	:-	

h)	GSTIN Allotted by the Govt. (along with registration certificate) ( if Available).	:-	
i)	Effective date of registration	:-	
(1)	Comments The information at sl. No. 7(a to i) needs to be provided for each of the supplying state separately to us	:-	
(2)	In case, you have obtained more than one registration in a state for different business verticals, the information at sl. No. 7 (a to i) needs to provided for the additional registrations in the same state separately	:-	

#### LIST OF DOCUMENTS ATTACHED:-

- 1- Forwarding Letter.
- 2- All supporting documents except the tender documents have to be signed, scanned and uploaded in technical bid. Price Bid has to be scanned and uploaded at the requisite place in the e-Procurement system.
- 3- List of documents enclosed:
  - i) Attested copy of Registered Deed of Partnership / Memorandum and Articles of Association / Certificate of Registration etc. as applicable. Yes/No

ii)	Power of Attorney of person signing the tender.	Yes/No
iii)	Certificate of experience and details thereof.	Yes/No

iv) Duly audited P&L account and balance sheet of relevant completed years for which experience certificate has been submitted by the tenderer. In case of partnership, only the experience of the firm will be reckoned and for the purpose, the experience of the individual partners will not be counted. Yes/No
 v) Copy of Income Tax Return and PAN Card Yes/No
 vi) Copy of GST registration certificate, if available. Yes/No

#### Signature of the Tenderer (With Stamp)

#### <u>APPENDIX – IV</u>

#### **Proforma of Work Experience Certificate to be produced by the Tenderer**

Sl. No.	Name of the client/ Customer*	Nature of the work/ Contract executed	Contract Period	Product Handled	Total Value /Contract pe Rs.)	e of Work erformed (in	**Financial Break Up of Contract exe	f the Work/	Whether work executed satisfactory (Var(Na)	Remarks
					Handling	<b>Transportation</b>	FY	Amount	(Yes/No)	

\* The award letter of the contract is to be attached by the bidder. \*\* In case the experience is claimed in a financial year as per clause of Qualification Condition.

#### RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.

#### (Tilam Sangh) SRIGANGANAGAR.

#### **GENERAL TERMS & CONDITIONS**

- 1. The tenderer shall have to carefully study and understand the conditions and requirements of works required to be executed. If the tenderer has any doubt about the meaning of any term, condition or requirement etc., he should refer to the General Manager and get clarification. The decision of the Project regarding interpretation of the conditions shall be final and binding on the tenderers.
- 2. Financial Bid, of only those bidders, who qualify the technical bid i.e. who have uploaded the scanned copies of required DDs/Pay Orders and other relevant documents required as per the check list and have deposited the DDs/Pay Orders in this office up to the scheduled time, shall be opened.
- 3. This tenderer shall be governed by the rules of Rajasthan Transparency in Public Procurement Act 2012.
- 4. Prior to loading the scanned copies of technical bid at the time of filling the online tender it is to be ensured by the tenderer that each page has been signed by them, towards its acceptance.
- 5. If the successful tenderer fails to execute the works as per technical bid, the project shall be at liberty to arrange the same either by inviting fresh tenders or by any other alternative means, at the risk and cost of the successful tenderer.
- 6. The project reserves the right to accept any tender. It is not necessary that lowest quoted rate be accepted. The work may be awarded in part or full, as per our requirement.
- 7. In case, the legal proceedings are felt to be required by the tenderer or the project, the same shall be dealt at the Kota jurisdiction only.
- 8. 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 General Manager.
- 9. The General Manager, Tilam Sangh, Kota reserves the right to accept or reject any or all tenders partially or fully without assigning any reason thereof.
- 10. In case of any dispute, the decision of Managing Director, Tilam Sangh, Jaipur shall be final and binding on both the parties.
- 11. The successful tenderer shall be required to arrange the labour license, as per the requirement, of labour rules. Even it may be required during the period of rate contract.

- 12. If any loss is made by, contractor labourers, to the project property, the contractor shall be responsible for it and the amount, as per the requirement, shall be recovered from his bills/security amount.
- 13. The successful tenderer shall be required to start the work on due date and time, after fulfilling all the conditions of tender/work order, failing which the work order shall be cancelled by forfeiting their EMD/Security.
- 14. The successful tenderer is required to procure the insurance policies of all the employed labourers, under labour compensation act, for which no payment shall be released from the project.
- 15. The successful tenderer shall be responsible for compensation to any labourer, meeting an accident, while at work.
- 16. It is necessary that the successful tenderer makes the payment to his labourers as per Minimum Wages Act and the orders of the State/Central Govt., issued from time to time. Action shall be initiated against the successful tenderer, if at any time it is found that he is not making the full payment as per the declared wages of the Act.
- 17. The successful tenderer shall be responsible for any act of his labourers, like hampering the work boycotting the work or creating any such dispute due to which the working of the project is affected negatively.
- 18. The General Manager, Kota Project reserves the right to cancel the work order with 24 hours notice and forfeit the security amount, in case the work of the successful tenderer is not found satisfactory, at any time during the contract period.
- 19. The TDS and other statutory deductions shall be made, as per rules, from the payment of bills of successful tenderer.
- 20. The successful tenderer is required to deposit a security amount equivalent to 5% of the tender value, in our account, immediately after getting declared successful, by way of DD/Electronic Fund Transfer. The EMD of successful tenderer shall be converted to security deposit and only the differential amount of security and EMD is to be deposited by them. The total security amount so deposited shall be released after successful completion of supplies/work i.e. clearance of account by Food Corporation of India (FCI) at the end of RMS 2025-26. No interest shall be payable on that, which may please be noted.
- 21. The successful tenderer would be made nominal member of Tilam Sangh.

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

Annexure - L

#### **Declaration by the Bidder regarding Qualifications**

#### **Declaration** by the Bidder

In relation to my/our Bid submitted to TILAM SANGH RAJASTHAN, KOTA PROJECT, KOTA for Handling & Transportation work of Wheat Purchase under MSP 2025-26 in response to their Notice inviting Bids.

I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

- 1. I/we possess the necessary professional, technical, infrastructure, 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.
- 6. Our organization is having one of the objectives of handling and transportation in the Byelaws.

Date :

Place :

Signature of Bidder

Name \_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

32

<u>ANNEXURE – E</u>

#### RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD. (TILAM SANGH) <u>PROJECT KOTA</u>

#### **DECLARATION BY THE TENDERER**

I/We have read and understood all the terms and conditions of the e-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. Copy of all original documents, shall be produced by me/us, on demand, if I/We are declared successful tenderer.

I am ...... (Proprietor/Director/Manager) of the tendering firm and have been authorized to submit e-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 :

#### **APPENDIX-VI**

#### **Declaration of Carriage by Road Act, 2007**

(To be submitted on Bidder's Letter Head)

I M/s.....hereby undertake to abide by the section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provision of MTF. Further, I shall also undertake to submit necessary documents of registration etc. to Fedration.

> Signature of the Tenderer (with stamp)

## **Grievance Redressal during Procurement Process**

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

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

#### (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 shjall 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.

#### ARBITRATION CLAUSE.

- (i) If any disputes arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Managing Director of Tilam Sangh who will appoint any senior officer/ or any other officer as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
- (ii) All legal proceedings, if instituted by any of the parties (Tilam Sangh or Supplier) shall have to be lodged in the courts situated only at Jaipur and not elsewhere.

# PART- B PRICE BID (SOR)

#### **PRICE BID 2025-26**

# SCHEDULE OF RATES AND SERVICES FOR HANDLING & TRANSPORT AGENT AT RESPECTIVE PURCHASE CENTRE/(s)

Item No.	Description of Services	Rates
1	2	3
PART-I	HANDLING AT MANDI	Rate
	1. Standardization and weighment	Rs. 8.05 ( Eight Rupees & Zero Five Paisa) Per Quintal
	2. Stitching, labeling and making in countable position	Rs. 4.84 (Four Rupees & Eighty Four Paisa) Per Quintal
(a) {Applicable in	3. Loading for dispatch	Rs. 8.58 (Eight Rupees & Fifty Eight Paisa) Per Quintal
respect of purchases directly from farmer}	Making the bags in standard weight (weighment/tulai), removing foodgrain bags from scale, Stencilling and stitch them i.e. DOUBLE LINE MACHINE STITCHING (including material of stitching), carry them for Kachha stacking in countable position, if necessary, within premises of the center and to take out thefoodgrains bags from stacks/scale point and load the same into vehicles. (The rate is inclusive of Tola/Weighing charges**)	
	Total	Rs. 21.47 ( Twenty One Rupees & Forty Seven Paisa) Per Quintal
	1. Standardization and weighment	Rs. 8.05 (Eight Rupees & Zero Five Paisa) Per Quintal
	2. Stitching, labeling and making in countable position	Rs. 4.84 (Four Rupees & Eighty Four Paisa) Per Quintal
	3. Loading for dispatch	Rs. 8.58 (Eight Rupees & Fifty Eight Paisa) Per Quintal
(b) {Applicable in respect of purchases through Arhtias)	Making the bags in standard weight (weighment/tulai), Removing foodgrains bags from scale. Stencilling and stitch them with DOUBLE LINE MACHINE STITCHING (including material of stitching) carry them for Kachha stacking in countable position, if necessary, within premises of the center and take out the foodgrain bags from stacks/scale point and load the same into vehicles. Any other miscellaneous expenses if any "except cost of foodgrains, Arhat (commission to commission agent), mandi fee or any other statuary charges up to scale point" will be borne by me/us. All the benefits of any type if obtained from the Traders/Aratiyas on behalf of purchase made by TILAM SANGH as per mandi practice shall be duly passed on to TILAM SANGH by me/us. (The rate is inclusive of Tola/Weighing charges**)	Rs. 21.47 ( Twenty One Rupees & Four
	Total	Ks. 21.47 (Twenty One Rupees & Four Seven Paisa) Per Quintal
	Handling of Gunny Bales at Mandi	Rate per bale
(c)	Unloading/Loading of gunnies (Jute) from trucks/any other commercial vehicles in mandies stacking at proper place in countable condition and keep them in his safe custody till the same are utilized/returned. The Iron Wrappers and gunny wrappers shall be retained by the Handling and Transport Agent.	Rs. 32.032 (Thirty Two Rupees & Zero Three Two Paisa) per bale
(d)	Unloading/Loading of gunnies (HDPE/PP) from trucks/any other commercial vehicles in mandies stacking at proper place in countable condition and keep them in his safe custody till the same are utilized/returned. The Iron Wrappers and HDPE wrappers shall be retained by the Handling and Transport Agent.	Rs.11.142 (Eleven Rupees & One Four Two Paisa) per Bale

\*\* The HTA is bound to make Tulai (Weighment) through registered Tulara of the concerned mandi as per APMC rules/Mandi by laws

PART-II	TRANSPORTATION	Rates
	TRANSPORTATION of FOODGRAINS	
	Transportation of foodgrains bags from purchase centre to linked storage points of FCI/RSWC/CWC/other private hired godowns/CAPs and railhead (on actual K.M. by shortest route):	Rate per quintal (Net weight basis)
	i. Upto 08 KMs	Rs. 18.53 (Eighteen Rupees Five Three paisa only) per quintal
II(a)	ii. Additional above 8 KMs, but upto 20 KMs	Rs. 1.31 (One Rupee Three one paisa only) per km per quintal
	iii. Additional above 20 KMs, but upto 40 KMs	Rs. 0.94 (Nine Four paisa only) per km per quintal
	iv. Additional above 40 KMs, but upto 80 KMs	Rs.0.61 (Six One paisa only) per km per quintal
	v. Additional above 80 KMs	Rs.0.22 (Twenty two paisa only) per km per quintal
	TRANSPORTATION of GUNNY BALES	Per Bale Rate
	<ul> <li>(i) Transportation of gunnies (Jute) from gunny storage point to Purchase Points (mandies) as directed by Divisional Manager or any officer acting on his behalf.</li> <li>or</li> <li>(ii)Transportation of left-over gunnies (Jute) in proper bundles (countable condition) from purchase point (mandies) to storage point as directed by Divisional Manager or any officer acting on his behalf.</li> </ul>	Rate Per one Jute bag Bale
II(b)	ii. Upto 08 KMs	Rs. 51.27 (Fifty One Rupees & Twenty Seven paisa only) per Gunny Bale
	iii. Additional above 8 KMs, but upto 20 KMs	Rs. 3.60 (Three Rupees & Six Zero paisa only) per km per Gunny Bale
	iv. Additional above 20 KMs, but upto 40 KMs	Rs. 2.61 (Two Rupees Six One paisa only) per km per Gunny Bale
	v. Additional above 40 KMs, but upto 80 KMs	Rs.1.66 (One Rupees & Six Six paisa only) per km per Gunny Bale
	vi. Additional above 80 KMs	Rs.0.59 (Five Nine paisa only) per km per Gunny Bale
	<ul> <li>(i)Transportation of gunnies (HDPE/PP) from gunny storage point to Purchase Points (mandies) as directed by Divisional Manager or any officer acting on his behalf.</li> <li>or</li> <li>(ii)Transportation of left-over gunnies (HDPE/PP) in proper bundles (countable condition) from purchase point (mandies) to storage point as directed by Divisional Manager or any officer acting on his behalf.</li> </ul>	Rate Per one HDPE/PP Bale
II(C)	ii. Upto 08 KMs	Rs. 11.92 (Eleven Rupees Nine Two paisa only) per PP/HDPE Bale
	iii. Additional above 8 KMs, but upto 20 KMs	Rs. 0.83 (Eight Three paisa only) per km per PP/HDPE Bale
	iv. Additional above 20 KMs, but upto 40 KMs	Rs. 0.60 (Six Zero paisa only) per km per PP/HDPE Bale
	v. Additional above 40 KMs, but upto 80 KMs	Rs.0.38 (Three Eight paisa only) per km per PP/HDPE Bale
	vi. Additional above 80 KMs	Rs.0.14 (One Four paisa only) per km per PP/HDPE Bale

NOTE -The Rate for transport of food grains/Gunny bales etc. is on the basis of net weight/ Quantity of food grains/Gunny bales which includes all taxes, duties, cess etc. except Goods & Service Tax GST Will be paid extra, if Applicable

#### **Annexure-I**

#### Tender No.:- ES-4KRMD/25

Date:- .....

To,

The General Manager, TILAM SANGH RAJASTHAN **PROJECT KOTA.** 

Dear Sir,

- 1. I will submit the price bid for appointment as handling and transport agent for the period of one year at purchase centre **Kherli Mahadeet**.
- 2. I/we have thoroughly examined and understood instructions to tenderer. Terms and conditions of contract as given in the invitation to tender titled as general information to tenderer and those contained in the general condition of contract and its annexure/appendixes, and schedule and agree to abide by them.
- 3. I/we offer to work on following rates which includes all taxes, duties, cess etc. except Goods & Service Tax.

S.No.	Particulars	Rate Offered
1.	Schedule of rates and service described in Part-B (Price Bid)	At the percentage rate quoted in the BOQ (Financial Bid) above/below Schedule of Rates (SOR)

4. It is confirmed that no other charges would be payable to me/us except above offered rate.

Yours faithfully,

Signature of Tenderer Capacity in which signing Name:-Address:-