

Annexure - I
TERMS AND CONDITIONS OF TENDER AND INSTRUCTIONS FOR THE
TENDERERS FORMING PART OF THE TENDER NOTICE
NO. T.P. (2017)-I DATED – 09.11.2016

The following are Terms and Conditions of the Tender, and instructions for the tenderers, and the definitions of the different words and expressions which have been used in the Tender Notice including its Schedules and Annexures. These shall form part and parcel of the Tender Notice.

1. DEFINITIONS

In the Tender notice including its annexures unless the context otherwise requires.

- (i) **"ADHINIYAM"** means, Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964 (Act No. 29 of 1964) for the time being in force;
- (ii) **"AGENT"** means, agent appointed by the Government under section 4 of the Adhiniyam;
- (iii) **"AMOUNT DUE"** means, the amount which is the total of the purchase price of the lot and the tax payable on it, which a successful tenderer will have to pay. The purchase price along with tax payable on the collected/purchased quantity in addition to the notified quantity will also be included in it.
- (iv) **"ANNEXURE"** means an annexure to the Tender notice;
- (v) **"ARREARS"** means, any amount outstanding against tenderer which is due to the Forest Department of the Government or Federation and intimation of which has been sent to him by the Forest department or Federation or their Officer, by Registered Post at least 30 days prior to the last date of submission of the tender;
- (vi) **"COLLECTION SEASON"** means, period of the calendar year from April to July;
- (vii) **"CHIEF CONSERVATOR OF FORESTS"** means, concerned territorial Chief Conservator of Forests who is also declared as Ex-officio General Manager of Federation;
- (viii) **"DISTRICT UNION"** means, a District Forest Produce Co-operative Union registered under Chhattisgarh Co-operative Societies Act 1960 (Act No.17 of 1961) which is a member of the Federation.
- (ix) **"DIVISIONAL FOREST OFFICER"** means, concerned Divisional Forest Officer who is also declared as Managing Director of the concerned District Union;
- (x) **"FEDERATION"** means Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited, Raipur;
- (xi) **"GOVERNMENT"** means, Government of Chhattisgarh;
- (xii) **"LOT"** means, the Tendu leaves to be collected in a Primary Co-operative Society area (excluding National Park and Sanctuary area).
- (xiii) **"NIYAMAVALI"** means, Chhattisgarh Tendu Patta (Vyapar Viniyaman) Niyamavali 1966 for the time being in force;
- (xiv) **"PRIMARY SOCIETY"** means, a Primary Forest Produce Co-operative Society registered under the Chhattisgarh Co-operative Societies Act, 1960 (Act No.17 of 1961) which is a member of District Union;

- (xv) **"PRUCHASE CAPACITY"** means, that amount which is in accordance with the provisions of conditions No. 5(ii) of these terms and conditions;
- (xvi) **"PURCHASE PRICE"** means, that amount which is arrived at by multiplying the purchase rate defined in (xvii) below, by the quantity collected in standard bags of the lot;
- (xvii) **"PURCHASE RATE"** means, the tendered rate offered by tenderer per standard bag which has been accepted by the Federation;
- (xviii) **"RANGE OFFICER"** means, concerned Range Officer who is also ex-officio Range Manager of Federation;
- (xix) **"TAX PAYABLE"** means, Value Added Tax, Forest Development Cess and other taxes/cess as leviable from time to time, on the purchase price of the Tendu leaves in a lot;
- (xx) **"TENDERED RATE"** means, the rate per standard bag (which does not include Value Added Tax, Forest Development Cess and other taxes/cess) offered by the tenderer separately for each lot in the Tender Form given in Form No. 2 of Annexure-II of the Tender Notice for the purchase of Tendu leaves comprised in such lot;
- (xxi) **"TENDERER"** means, a person or a Registered Firm or legal company who offers tender for the purchase of Tendu leaves in accordance with the terms and conditions here in contained which expression shall include his heirs successors, representatives and assignees;
- (xxii) Words and expressions which have not been defined above but which are defined in the Adhinyam or Niyamavali, will have the same meaning as is assigned to them in the said Adhinyam or Niyamvalli.

2. DETAILS OF UNITS

Details of units (Name & Boundary) from which collection has been made are given in notification No.TP/11001 dated 26.11.1986 issued by Chief Chief Conservator of Forests (Production) M.P. under section 3 of Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhinyam 1964 as amended from time to time.

3. PROVISIONS OF ADHINIYAM ETC APPLICABLE:

All the provisions of the Adhinyam and Niyamavali for the time being in force in so far as they are applicable to purchasers shall specifically form part and parcel of the terms and conditions of the tender notice and the purchaser's agreement.

4. PERSONS AUTHORISED TO SUBMIT TENDER ETC

- (i) Person or persons signing the tender form shall state in what capacity he or she or they are signing the tender form e.g. as sole proprietor of the firm concerned or as Managing Director or Director or Secretary of Limited Company. In the case of partnership firm the names of all the partners should be recorded and the tender form should be signed by all the partners or their duly constituted attorney having authority to bind all partners in all matters pertaining to the contract as recorded in the power of attorney or in the partnership deed. True copy of the Registered "Partnership Deed" should be uploaded along with the tender form failing which the tender shall be liable to be rejected. It shall be obligatory on the part of every partner of the firm, which enters into agreement to fulfill the terms and conditions of the agreement during the currency of the contract thereof, notwithstanding the dissolution of the partnership in the mean time, In the case of a limited company, the tender form shall be signed by a person empowered to do so by the company, copy of Certificate of incorporation of the company and the letter authorizing the person signing the tender documents shall be

uploaded to the tender form failing which the tender shall be liable to be rejected. In the case of Hindu undivided family, the names of the family members should be uploaded with the tender form and 'Karta' who can bind the family should sign the tender form.

- (ii) The person signing the tender form on behalf of another or on behalf of a Firm shall enclose with the tender form power of attorney or deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other person or the firm, as the case may be in all matters pertaining to the contract. If the person so signing the tender form fails to upload the said power of attorney or partnership deed, his tender shall be liable for summary rejection. The power of attorney should be signed by all the partners in the case of partnership concerns, by the proprietor in case of a proprietary concern and by the person who by his signature can bind company in the case of limited company. In the case of Hindu undivided family the power of attorney should be signed by the 'Karta' who by his signature, can bind the family.
- (iii) Tenders submitted by such persons who are minors, or insolvent or who have been blacklisted, shall be treated as invalid. ***If any blacklisted Individual/ Firm constitute another firm with other person than that firm shall be treated as blacklisted.***
- (iv) A tenderer, who is in arrear, may pay the outstanding amount by Bank Draft/Demand Draft of any scheduled bank payable to the Managing Director of Federation, before opening of the tender.
- (v) The tenderer must be registered under the Adhiniyam and Niyamavali as manufacturer/exporter on the date of submission of the tender and if successful he must obtain registration certificate till the date of expiry of contract period. Registration Number and date of the registration certificate of the year in which tender is submitted and name of Forest Division shall be mentioned at the specified place in the tender form. It is obligatory to upload the photo copy of the registration certificate issued by the Divisional Forest Officer along with the tender form.

5. EARNEST MONEY DEPOSIT

- (i) Every tender shall be accompanied by an Earnest Money Deposit of a sum which shall in no case be less than 8% of the purchase capacity declared by the tenderer in the tender form as per the details given in the condition no. 13(i). Tenders accompanied by earnest money in any other form shall be liable to be summarily rejected.
- (ii) The amount of purchase capacity will be 12.5 times of the Earnest Money Deposit and the tender shall be considered on the basis of such accepted purchase capacity.
- (iii) The list of successful and unsuccessful tenderers will be available on the Federation website **www.cgmpfed.org** in Annexure-X and Annexure-XI respectively. In case of a successful tenderer Earnest Money Deposit shall in the first instance be adjusted upto the limit of 10% of sale value towards payment of security deposit as required by condition No. 9(i)
- (iv) The surplus amount of earnest money available after adjustment of security deposit as above and full amount of EMD of unsuccessful tenderers will be refunded in the bank account mentioned in the tender form (Sr. No. 4 of Form No. 1 of Annexure-II) after declaration of the tender result. Tenderer will be wholly responsible for not getting the refund due to wrong information of bank account. The amount will not be refunded in any other bank account even on the request of the tenderer. For the next round of tender, the tenderer will have to deposit the Earnest Money Deposit again.

(v) No interest shall be paid in any case on the amount of Earnest Money Deposit.

6. MANNER OF FILLING TENDER

- (i) A tenderer can submit only one tender for the purchase of one/several lots. No tender of a tenderer will be considered if more than one tender is submitted by him.
- (ii) Tender can be submitted online portal <https://cgmpfed.abcprocure.com> only. Tender submitted otherwise will be treated as invalid.
- (iii) The tenderer shall submit separate offer in his tender form for each lot showing his order of priority for the purchase of the lots. The tenderer shall offer/submit rate per standard bag exclusive of any tax/cess for purchase of Tendu leaves for each lot mentioned in his tender form. The offer must be made showing rate per standard bag and not in lump sum amount. The rate should be quoted in whole rupees.
- (iv) The tenderer should enter particulars of his first priority lot at the serial number 1, particulars of his second priority lot at serial number 2 of the tender form (Form-2 of Annexure-II) and so on. The tenderer will not be allowed to change his order of priority shown by him in the tender form under any circumstances.
- (v) Offers for different lots can be made in such a way that the total purchase price of the lots, for which rates are tendered does not exceed 10 times the amount of purchase capacity. But the offers will be accepted only up to the limit of purchase capacity.
- (vi) If the total purchase price of offers submitted by a tenderer is beyond the limit of 10 times the purchase capacity, then such offers (in the order of priority) as are more than this limit, will not be taken into consideration.
- (vii) If any tenderer submits more than one offer for a lot, then only the highest rate given by him will be considered and the offers of lower rates will be presumed to have not been made at all. If all the rates offered by a tenderer for a lot are equal, then only the offer at the highest priority will be considered and the offers at lower priority will be presumed to have not been made at all.
- (viii) If in the tender submitted by a tenderer, the offer for any lot is not clear that is for which specific lot or there is a mistake regarding identity of the lot then offer of such lot will not be considered.
- (ix) Tenderer shall have to mention his correct and complete postal address, Telephone No. and E-mail address in his Tender form at the place prescribed for this purpose. Communication sent to him by **e-Mail** on this address will be presumed to have been received by him. Responsibility for receiving all communications addressed to him will be that of the tenderer. If the postal address and E-mail address mentioned by the Tender is found to be incorrect he will be liable to be blacklisted.
- (x) The tenderer should fill up every template of the Tender Form, and upload all necessary documents and Tenderer's Agreement as duly executed with it and submit it as shown in clause 5 of Tender Notice. On failure to upload Tenderer's Agreement duly executed and other documents along with the Tender form tender shall be liable to not being considered.

7. WITHDRAWAL OF OFFERS ETC.

A tenderer, shall not withdraw his offer for any lot/lots after final submission of Tenders and shall be bound by his offer and by the terms and conditions of the tender notice including those contained herein till issue of communication of the acceptance or rejection

of his offer by the Federation. In case of breach of this condition, 8% amount of purchase price of the concerned lot(s) arrived at by multiplying the rate quoted by him by the quantity of the lot in standard bags shall be forfeited from the total amount of Earnest Money deposited by him and he may also be blacklisted for a period which may extend to three years.

8. ACCEPTANCE OF TENDERS

- (i) The Government/Federation reserves the right to accept or reject offer(s) of all or any of the lots mentioned in the Tender form without assigning any reason.
- (ii) The Government/Federation also reserves the right to fix different cut off levels/upset prices for different lots or class of lots or lots of different areas in deciding allotment of lots to different tenderers.
- (iii) If for a particular lot same rate is offered by more than one tenderer, the allotment of lot shall be done on basis of priority of the offer of tenderer. If the tendered rate as well as the order of priority of two or more tenders are the same, the priority for allotment of the lot shall be decided by draw of lot by the Federation.
- (iv) The tenderer will be bound to accept lot/lots within his purchase capacity for which his offer(s) is/are accepted.

9. SECURITY DEPOSIT

- (i) Before signing the purchaser's agreement the successful tenderer shall have to deposit security deposit amounting to 25% of the total purchase price of the lot(s) sanctioned by Federation in his favour for the due observance of the terms and conditions of the purchaser's agreement executed by him and for this purpose the earnest money 10% of the sale value deposited as per condition, No.5 shall, to the extent of its availability, be adjusted towards the payment of the security deposit by the Federation and the difference, if any, will have to be deposited by him within the time stipulated. This amount of balance security will be deposited with the Chief Conservator of Forests as per details given in the condition no. 13 or by means of separate Bank/Demand drafts of any scheduled Bank for each district union drawn in favour of Managing Director, C.G. State Minor Forest Produce Federation Ltd. Payable at a branch of a scheduled Bank at the place mentioned against the District Unions in the Annexure-VI and in part by means of Discharged Fixed Deposit Receipt which should be signed on back at appropriate place by the depositor of any scheduled Bank at the place mentioned against the District Union in the Annexure-VI for each District Union drawn in favor of Managing Director C.G. State Minor Forest Produce Federation Ltd. Raipur or as bank guarantee of any scheduled bank for the period upto 30.04.2018 in the form given in Annexure-V. **If the purchaser wants, he can execute purchaser's agreement by depositing the cheque of self account in the name of Managing Director of C.G.M.F.P. Federation of any branch of Nationalised Bank situated in Chhattisgarh and can take cheque back after depositing the bank guarantee by 15.05.2017. If the bank guarantee is not submitted till 15.05.2017, the cheque will be deposited in the account of Federation.** Dishonouring of above cheque by banks will be treated as breach of purchaser's agreement. The amount of bank guarantee/Discharged Fixed Deposit Receipt/cheque will not be more than 15% of the purchase price and the amount of Bank/Demand draft including the amount deposited as EMD will not be less than 10% of the purchase price.

- (ii) This security deposit can be adjusted either wholly or in part as the case may be, by the Divisional Forest Officer towards any amount recoverable from the purchaser, including the purchase price under provisions of the Adhiniyam, Niyamavali, Purchaser's agreement and the terms and conditions of the tender notice and all such deductions shall have to be made good, by the purchaser by depositing an equal amount within 15 days of issue of the notice to that effect.
- (iii) If the dues to be recovered from the purchaser exceed the amount of security deposit, amount in excess shall unless made good to the Divisional Forest Officer within 15 days from the date of issue of the notice to that effect, be recoverable as arrears of land revenue.
- (iv) The Security Deposit or the balance amount (excluding the bank guarantee), as the case may be, except the 5% of purchase price as cash or bank guarantee as desired by the purchaser, shall be adjusted in the last installment if the delivery is being given from the godown and towards the last payment if the leaves are released from the phad after Divisional Forest Officer is satisfied, that purchaser has complied with all the terms and conditions of the purchaser's agreement, the Adhiniyam, Niyamavali and conditions of the tender notice, and no amount is outstanding against him.
- (v) After the adjustment of the security deposit as per sub condition (iv) above, the balance Security Deposit in terms of bank guarantee/cash will be refunded to the purchaser after Divisional Forest Officer is satisfied, that purchaser has complied with all the terms and conditions of the purchaser's agreement, the Adhiniyam, Niyamavali and conditions of the tender notice, and no amount is outstanding against him.

10. DELIVERY OF LEAVES

- (i) The purchaser can remove/transport the leaves from the godown only after full payment of the amount of installment due, has been made.
- (ii) Removal/transport of the one fourth of the total collected quantity of the lot shall be permitted after the full payment of amount due of each installment.
- (iii) Either during the godowning period or at the time of removal of leaves from the godown no opening of bags for the selection of leaf from the lot will be permitted and the removal will be permitted from that one side of the stack only from which the removal has commenced. If the evidence of selection of leaves or removal of leaves from more than one side of stack is found during inspection of godown, it will be considered as specific violation of the purchaser's agreement.

11. BREACH OF ADHINIYAM ETC

A purchaser, who commits any breach of provisions of Adhiniyam, Niyamavali and/or any condition of the purchaser's agreement as a result of which he is punished under section 15 of the Adhiniyam or where his agreement is terminated, shall be liable to be blacklisted for a period up to 5 years.

12. TRANSFER OF AGREEMENT

A purchaser cannot assign or transfer his agreement to another person/registered firm/legal company without prior written permission of Chief Conservator of Forests/Federation. Such agreement can be transferred by the concerned Chief Conservator of Forests/Federation to another person/registered firm/legal company on payment of a transfer fee of Rs. 5000/- and 25% of the amount of sale price of the lot as security deposit out of which minimum 10% will be as per details given in the condition no. 13. The amount of balance security will be deposited

with the Chief Conservator of Forests in part by means of separate Bank/Demand drafts of any scheduled Bank for each district union drawn in favour of Managing Director, C.G. State Minor Forest Produce Federation Ltd. Payable at a branch of a scheduled Bank at the place mentioned against the District Unions in the **Annexure-VI** and in part by means of Discharged Fixed Deposit Receipt which should be signed on back at appropriate place by the depositor of any scheduled Bank at the place mentioned against the District Union in the Annexure-VI for each District Union drawn in favor of Managing Director C.G. State Minor Forest Produce Federation Ltd. Raipur or as bank guarantee of any scheduled bank for the period upto 30.04.2018 in the form given in **Annexure-V**. The amount of bank guarantee/Discharged Fixed Deposit Receipt/cheque will not be more than 15% of the purchase price. The application of transferer and consent of transferee along with the photocopy of registration certificate as manufacturer/exporter under Adhiniyam, the transfer fee of Rs. 5000/- and 25% of the amount of sale price of the lot as security deposit in the form of bank guarantee/bank draft, as mentioned above should be submitted in the office of the concerned Chief Conservator of Forests/Federation before the payment of 1st Installment by the first purchaser and due date of first installment but any application for transfer of agreement will not be accepted from 15.04.2017 to 16.07.2017. In case the agreement is transferred on or after 17.07.2017, then the sale value of one installment including taxes due by transferee will also be paid alongwith the application for transfer of agreement. In such cases, the purchaser transferring the agreement shall not be relieved of his liabilities in respect of the lot, till the transfer fee executes the purchaser's agreement of the concerned lot in the office of the concerned Chief Conservator of Forests.

13. PROCEDURE FOR PAYMENT OF DUE AMOUNT BY PURCHASER / TENDERER

(i) By the tenderer

The tenderer will have to make the online payment of Earnest Money Deposit through payment gateway service provider in any of the following ways -

1. **Credit Card/Debit Card** (VISA/Master/Maestro Cards) - The tenderer after selecting the option of the Credit Card/Debit Card (VISA/Master/Maestro Cards) make the online payment, as per the instructions of payment mentioned in the payment gateway.
2. **Net Banking** - Tenderer can make the payment only from the bank account in having net banking facility. The list of banks for net banking will appear in the payment gateway and tenderer should select his bank from that list and make the payment as per the instructions given in the payment gateway.
3. **RTGS/NEFT** - The tenderer can make the payment as per the instructions of clause 2.2 of enclosed Annexure XII.

(ii) Tenderer on appointment as purchaser -

- (1) The purchaser shall deposit all the amount like sale price, forest development cess, value added tax, Income tax, interest and godown rent etc. due to Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation, Raipur in the form of Bank/Demand Draft of any scheduled bank payable at any branch of Bank at the place specified in **Annexure-VI** for the District Union, drawn in favour of Managing Director of Chhattisgarh State Minor Forest Produce Co-operative

Federation Ltd. in the District Union or by transferring the amount in the following banks situated in Raipur by RTGS in respective RTGS Code/Bank Account Number.

Bank & Branch Name	RTGS Code/Bank account No.
1. Punjab National Bank, Raipur (Main Branch)	PUNB0039900/0399000100191933
2. State Bank of India, Raipur (V.I.P. Estate Branch)	SBIN0013004/32084656047
3. I.C.I.C.I. Bank, Raipur (Civil Lines Branch)	ICIC0000161/016105006260

If the amount deposited by the purchaser is not received or received late in the Federation's above bank account due to some obstructions in bank operated RTGS system then purchaser will be fully responsible for this. In RTGS system the date of payment will be the date on which the amount is received in the Federation's bank account.

The purchaser will have to submit an application in **Annexure-VII** to Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation Limited for issue of money receipt after payment, then only Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation Limited will issue the money receipt.

- (2) There is another procedure for payment which is optional is also provided. The Purchaser can make payment through RTGS from any bank in **A/C No. 016105006260 (IFS Code - ICIC0000161)** of ICICI Bank. Under this on the Home Page of Laghu Vanopaj Sangh's website **www.cgmfpfed.org**, a Link Online Payment Modue will be dispalyed. if the purchaser clicks that Link **one page will be opened, in the Serial No. 2 one link Proceed for Money Receipt Generation through ICICI Bank Ltd.** will be displayed. An input form will open if the purchaser clicks that Link. Purchaser intending to deposit money shall enter name of purchaser, Income tax PAN, E-mail address, Mobile no, Name of District Union, Name of Forest produce, Collection Year, Lot no, Sale Value, Forest Development Cess, Value Added Tax (VAT), Income Tax, Interest, Godown Rent and Lot Reinstatement Charges (Punarjivan Shulk). All entries must be made by keeping 'Caps Lock' i.e. in Capital Letters. For each Lot separate entries must be made i.e. entries for more than one lot must not be made together. After filling the Input Form completely **Submit** button should be clicked. Upon clicking **Submit** button a Challan will be displayed. Purchaser will take the printout of Challan to bank and after filling the Bank Form (required to send money by RTGS) send the amount of money mentioned in Chaalan by RTGS.

After confirmation that money has been deposited in Laghu Vanopaj Sangh's account, Online Money Receipt will automatically be sent at E-mail address of Purchaser, District Union and Federation Head Office.