



**CHHATTISGARH STATE MINOR FOREST PRODUCE
CO-OP. FEDERATION LIMITED**

"Van Dhan Bhavan" Sector 24, Nava Raipur, Atal Nagar, Dist - Raipur

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Notification No./Sangh/Vanopaj/2019/XVII

Dated : 30.10.2019

**Online Tender Notice of Sale of Sal seed, Mahua seed, Tamarind,
Kalmegh, Chironjee Guthli, Kusumi Lac Processd and
Unprocessed Rangini Lac Processd and Unprocessed, Harra,
Baheda Nagarmotha**

INTRODUCTION

Whereas the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, Raipur hereinafter called the FEDERATION has been appointed as the implementing agency of the state of Chhattisgarh for the the central scheme of 'Marketing & Development of MFP through MSP' and other schemes and authorized for the purchase and sale of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusmi Lac, Rangini Lac, Harra, Behda, Nagarmotha.

As per the aforesaid mentioned schemes Federation, through its Primary Co-operative Society hereinafter called as Society, has collected Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusmi Lac, Rangini Lac, Harra, Behda, Nagarmotha under the supervision of District Minor Forest Co-operative Union hereinafter called as Union which is stored in the godowns.

As per the direction of the Government Federation has purchased the Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusmi Lac, Rangini Lac, Harra, Behda, Nagarmotha by the tribals in the various collection centres as per the central scheme of 'Marketing & Development of MFP through MSP' after the payment to the tribals as fixed in the Minimum Support Price and has stored in the godowns.

Therefore, for the sale of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusmi Lac, Rangini Lac, Harra, Behda, Nagarmotha (Collected as per abovementioned schemes) Federation invites the persons/registered firms/incorporated company to participate in the e-tender. e-tender document (**Annexure-1 to XI** with Schedules) has been uploaded in the Federations website www.cgmfpfed.org and online tender documents can be downloaded from the service provider portal <http://cgmfpfed.abcprocure.com> on the following dates:-

**ANNEXURE – I
(Terms and
Conditions)**

Date from which tender notice can be downloaded	Starting date of online submission of tender	Last date of online submission of tender	Date of online opening of tender
11.11.2019	19.11.2019 From 11:00 AM	21.11.2019 Up to 14:00 PM	21.11.2019 16:10 PM onwards

2. DEFINITIONS, TERMS & CONDITIONS OF TENDER AND INSTRUCTIONS FOR TENDERERS

Schedule
(Lot list of Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha)

The Definitions of different words and expressions, which have been used in this Notice including its Annexures and Schedule shall unless the context otherwise requires be as are given in the "Terms and conditions of the tender and instructions for the tenderers" contained in **Annexure-I**. These, "Terms and conditions of tender and instructions for tenderers" shall form part and parcel of this tender notice, and shall be construed as included in this notice for all purposes.

3. LOT LIST AND CONTRACT PERIOD

Tenders are invited for the purchase of lots of Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha collected and godowned from different units and stored in godowns as shown in the lot list appended to this notice, for the contract period ending on 31.03.2020.

ANNEXURE-II
(Tender Forms)

4. TENDER FORM ETC

ANNEXURE-III
(Tenderer's Agreement)

(i) The Tender form (**Annexure-II** form 1, 2, 3) alongwith Tenderer's Agreement (Annexure-III) can be downloaded from the website of the Federation or from online tender portal <https://cgmpfed.abcprocure.com>.

(ii) The tenderer shall personally verify and ensure that he has submitted the tenderer's agreement along with the tender form as it is compulsory to submit the tenderer's agreement along with the tender.

ANNEXURE-X
(Instructions for submission of online tender)

5. SUBMISSION OF TENDERS

(i) As per section 139A of the Income Tax Act, 1961, writing of Permanent Account Number (PAN) at appropriate place in tender form and enclosing of photocopy of PAN card is compulsory for the tenderer.

(ii) Enclosure of Scanned copy of Aadhaar Card issued by Unique Identification Authority of India (UIAI) is compulsory. Scanned copy of Aadhaar Card of Individual for Individual, Proprietor's for **Proprietorship firm**, Managing Director of the Company and in case of Partnership firm Aadhaar Card of atleast two of Partners required, in case of Hindu Undivided Family (HUF) Aadhaar Card of Karta and one adult family member is to be enclosed.

ANNEXURE-XI
(Time Schedule)

(iii) The Instructions for submission of online tender (**Annexure-X**) for tenderers will be available on e-Procurement portal <https://cgmpfed.abcprocure.com> and the online tender can be submitted as per time and date mentioned in time schedule (**Annexure-XI**).

ANNEXURE – VII
(Tenderer wise allotment list)

ANNEXURE – VIII (List of successful tenderers)

ANNEXURE – IX (List of unsuccessful tenderers)

6. OPENING OF TENDERS

Tenders received will be opened as per the time and date mentioned in the time schedule (**Annexure-XI**).

7. EXECUTION OF PURCHASER'S AGREEMENT

(I) As per the decision taken on the tender, the tenderer wise allotment list will be available on the Federation website in **Annexure VII**. The list of successful and unsuccessful tenderers will be available on the Federation website www.cgmfpfed.org in **Annexure-VIII** and **Annexure-IX** respectively. The acceptance of offer of successful tenderers will be communicated by e-mail and on the issue of such acceptance contract regarding purchase of Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha of concerned lot between the tenderer and the Federation will be deemed to have come into force and the tenderer will be treated as the purchaser of the lot.

(II) The successful tenderer shall have to execute an agreement before the Chief Conservator of Forests or the person authorized by him for this purpose in the form given in **Annexure-IV** (Purchaser's Agreement) in respect of every lot within 21 days of the issue of the acceptance of his offer by the Federation. This period may be extended by 15 days by the Chief Conservator of Forests on deposition of a fee of **Rs. 5000/-** by the tenderer. If the 21th / 15th day described above is a public holiday, the agreement can be executed on the next working day. The period of 21 days / 15 days shall be counted from the day next to the date of issue of order by the Federation / Chief Conservator of forests.

(III) In the event of non-execution of the agreement the appointment shall be liable to be cancelled and on such cancellation 10% of the purchase price of the concerned lot shall be forfeited from the E.M.D and the Tenderer may be black listed by the Chief Conservator of Forests for a period which may extend to 3 years. In addition, on subsequent disposal of lot(s) for which the appointment of the purchaser has been cancelled, the purchaser shall bear the loss accruing to the Federation, if any, and if the amount of loss is not deposited by the purchaser within 15 days from the issue of demand notice in this regard, the amount of loss shall be liable to be recovered as an arrears of land revenue. But if on such subsequent disposal, the amount realized is more than the purchase price, purchaser shall have no right or claim to the excess amount.

8. PAYMENT OF AMOUNT DUE

The purchaser shall make payment of the purchase price due, in the manner provided in the purchaser's agreement.

9. TRANSPORTATION / DELIVERY OF SAL SEED, MAHUA SEED, IMLI, KALMEGH, CHIRONJEE GUTHLI, KUSUMI LAC, RANGEENI LAC, HARRA, BAHEDA AND NAGARMOTHA

Delivery of Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha after the payment of

**ANNEXURE –
IV
(Purchaser's
Agreement)**

due has been made shall be in accordance with the provisions contained in the **Annexure-I & IV**.

10. ANNEXURES

Annexure-I to **V** and schedule referred to above and **Annexure-VI** to **XI** which are annexed to this Tender Notice No./Sangh/Vanopaj/2019/XVII Dated 30.10.2019 will be treated to be Annexure of this e-tender notice for all purposes and may therefore be seen for reference.

11. ACCEPTANCE OF THE TERMS AND CONDITIONS

The act of submitting the tender shall be deemed to be unconditional acceptance of terms and conditions contained herein.

12. IN THE EVENT OF NON EXECUTION OF PURCHASER'S AGREEMENT OR CANCELLATION OF PURCHASER'S AGREEMENT THE AMOUNT OF LOSS WILL BE COMPUTED AS FOLLOWS:-

Total expected receipts including taxes in concerned Tender / Auction (+) expenditure on storage, supervision etc. up to disposal (-) receipts including taxes from subsequent Tender / Auction (-) Forfeited amount of EMD and Security deposit

13. HINDI VERSION TO BE AUTHORISED TEXT

The HINDI version of this notice including its schedule and Annexures shall be deemed to be the authorised text for all purposes.

For and on behalf of Governor of Chhattisgarh

MANAGING DIRECTOR
Chhattisgarh State Minor Forest Produce (T&D)
Co.-op. Federation Ltd., Raipur

Annexure - I

TERMS AND CONDITIONS OF TENDER AND INSTRUCTIONS FOR THE TENDERERS FORMING PART OF THE TENDER NOTIFICATION NO./ SANGH/VANOPAJ/2019/XVII DATED : 30.10.2019

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.

DEFINITIONS

The Tender notice includes annexures unless the context otherwise requires.

- (i) **"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 shall have to pay. The purchase price along with tax payable on the storage / purchased quantity in addition to the notified quantity will also be included in it.
- (ii) **"ANNEXURE"** means an annexure to the Tender notice;
- (iii) **"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;
- (iv) **"CHIEF CONSERVATOR OF FORESTS"** means, concerned territorial Chief Conservator of Forests who is also declared as Ex-officio Chief General Manager of Federation;
- (v) **"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;
- (vi) **"DIVISIONAL FOREST OFFICER"** means, concerned Divisional Forest Officer who is also declared as Managing Director of the concerned District Union;
- (vii) **"FEDERATION"** means Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited, Raipur;
- (viii) **"GOVERNMENT"** means, Government of Chhattisgarh;
- (ix) **"LOT"** means, Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac (Processed Dana), Kusumi Lac (Unprocessed), Rangeeni Lac (Processed Dana), Rangeeni Lac (Unprocessed), Harra, Baheda and Nagarmotha bagged and stored in one or more godowns / Cold Storage;
- (x) **"NIYAMAVALI"** means, Chhattisgarh Abhivahan (Vanopaj) Niyam, 2001 and Indian Forest Act, 1927;
- (xi) **"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;

- (xii) **"PURCHASE PRICE"** means, that amount which is arrived at by multiplying the purchase rate defined in (xiii) below of Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha, by the quantity storage in quintals of the lot;
- (xiii) **"PURCHASE RATE"** means, the tendered rate offered by tenderer per quintal for Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha delivered from collection centre through bags which has been accepted by the Federation;
- (xiv) **"RANGE OFFICER"** means, concerned Range Officer who is also ex-officio Range Manager of Federation;
- (xv) **"TAX PAYABLE"** means, Goods & Services Tax and other taxes / cess as leviable from time to time, on the purchase price of the Tendu leaves in a lot;
- (xvi) **"TENDERED RATE"** means, the rate per quintal in Rs. (which does not include Goods & Services Tax 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 Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha comprised in such lot;
- (xvii) **"TENDERER"** means, a person or a Registered Firm or legal company who offers tender for the purchase of Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha in accordance with the terms and conditions here in contained which expression shall include his heirs successors, representatives and assignees;
- (xviii) 1. Sal Seed - refers to the dry, pulses of petal-free, fruit-free sal. It also contains (patel free salaf).
 Note:- 1 quintal Sal Seed = 1.60 quintal of Sal Mudi (Sal Seed with wings)
 2. Lac - means the natural resin (safflower and coloured lacquer, respectively) emitted by the lac insect on the twigs of safflower, plum and pulp nut trees.
 3. Mahua Seed - seed refers to the seed (grain) obtained by breacking the lernel of the fruit.
 4. Chironjee Guthli - chironjee guthli is from the kernels with the seeds obtained by removing the fruit pulp.
 5. Nagarmotha - means root derived from the plant.
 6. Harra - means the fruit derived from the tree.
 7. Kalmegh - The entire plant (Panchag) of Kalmegh is useful.
 8. Baheda - refers to the fruit derived from the tree.
 9. Tamarind - means with seed (Flour tamarind).
- (xix) **"PRUCHASE CAPACITY"** means, that amount which is in accordance with the provisions of conditions No. 5(II) of these terms and conditions;

2. DETAILS OF LOTS

Details of Lots (Name and Godown / Cold Storage) in which Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha collected and stored are given in Notification No./ Sangh/Vanopaj/2019/XVII Dated : 30.10.2019.

3. PROVISIONS OF ADHINIYAM ETC APPLICABLE:

All the provisions of the India Forest Act, 1927 and for the time being in force in so far as they are applicable to purchasers shall specifically form part 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 that in what capacity he / she / 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, who enters into agreement to fulfill the terms and conditions of the agreement during the continuity 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 (HUF), 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 other or on behalf of a Firm shall enclose 'Power of Attorney' with the tender form 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 Firm, 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 (HUF) 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.

5. EARNEST MONEY DEPOSIT (EMD)

- (i) Every tender shall be accompanied by an Earnest Money Deposit of a sum which shall in no case be less than 10% of the purchase value calculated from offer rate of Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha declared by the tenderer in the tender form as per the details given in the condition no. 14(i). Earnest Money deposit (EMD) in any other form shall be liable to be summarily rejected.
- (ii) The amount of purchase capacity will be 10 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 published on the Federation website www.cgmpfed.org in **Annexure-VIII** and **Annexure-IX** respectively. In case of a successful tenderer Earnest Money Deposit shall in the first instance be adjusted 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 (Column 3 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 has to be submitted online at <https://cgmpfed.abcprocure.com>. 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 quintal exclusive of any Tax / Cess for purchase of Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda and Nagarmotha for each lot mentioned in his tender form. The offer must be made showing rate per quintal and not in lump sum amount. The rate should be quoted in whole rupees.
- (iv) 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.
- (v) 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.
- (vi) 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.

- (vii) 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(s) 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, 10% 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 draw of lot by the Federation.
- (iv) The tenderer will be bound to accept lot(s) 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 amounting to 20% 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 10% earnest money deposited as per condition, No. 5 shall, 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 by means of separate Bank / Demand drafts / RTGS 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-V**.
- (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, as the case may be, shall be adjusted in the last instalment 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. The purchaser shall have to take delivery of any quantity found in excess of the notified stock, and for that he shall pay the due amount at the same purchase rate of the lot. The last transport permit shall not be issued unless he pays such amount.

10. DELIVERY OF SAL SEED, MAHUA SEED, IMLI, KALMEGH, CHIRONJEE GUTHLI, KUSUMI LAC, RANGEENI LAC, HARRA, BAHEDA AND NAGARMOTHA

- (i) The delivery of MFPs from Godowns / Cold Storage to the purchaser will be made only after full payment of the amount of installment due against him, has been made.
- (ii) After the full payment of amount due, the delivery / transportation of collected quantity of the lot will be permitted through Transit Pass.
- (iii) The purchaser will have to remove the entire stock of Sal Seed, Mahua Seed, Imli, Kalmegh, Chironjee Guthli, Kusumi Lac, Rangeeni Lac, Harra, Baheda And Nagarmotha without Value Addition to the out of the Chhattisgarh State through Transit Pass issued by Forest Department.

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 of the **Adhiniyam** or where his agreement is terminated, shall be liable to be blacklisted for a period up to **3 years**.

12. TRANSFER OF AGREEMENT

A purchaser can not 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. 10,000/-** and 20% of the amount of sale price of the lot as security deposit in advance by him in form of Bank / Demand Draft of any scheduled bank payable at any branch of Bank at the headquarter of the District Union / Raipur, drawn in favour of Managing Director of Chhattisgarh State Minor Forest Produce Cooperative Federation Ltd. payable at the place given in **Annexure-V**. The application of transferer and consent of transferee alongwith the photocopy of registration certificate as manufacturer / exporter under Adhiniyam and the transfer fee of **Rs. 10,000/-** and 20% of the amount of sale price of the lot as security deposit, as mentioned above should be submitted in the office of the concerned Chief Conservator of Forests / Federation before 15 days of the issue of transfer order. In such cases, the purchaser transferring the agreement shall not be relieved from his liabilities in respect of the lot, till the transferee excutes the purchaser's agreement of the concerned lot in the office of the concerned Chief Conservator of Forests.

13. If any purchaser moves to court against Govt. / Federation and the decision of the court is in favour of Govt. / Federation, then the purchaser shall be responsible for the loss in the value of forest produce due to court proceeding, and this loss with late fee will be recovered from purchaser.

14. 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 X**.

(ii) Tenderer on appointment as purchaser

The purchaser shall deposit all the amount like sale price, Goods and Services Tax, Income Tax, Late Fee 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)	PUNB0039900/0399005900000067

If the amount deposited by the purchaser is not received or received late in the Federation's 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-VI 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.

Annexure - II

**CHHATTISGARH STATE MINOR FOREST PRODUCE
(TRADING & DEVELOPMENT) CO-OP. FEDERATION LIMITED
"VAN DHAN BHAVAN" Sector - 24, Nava Raipur, Atal Nagar**

Notification No. /Sangh/Vanopaj/2019/ XVII

Dated : 30.10.2019

**ONLINE TENDER FORM FOR PURCHASE OF SAL SEED, MAHUA SEED,
IMLI, KALMEGH, CHIRONJEE GUTHLI, KUSUMI LAC, RANGEENI LAC,
HARRA, BAHEDA AND NAGARMOTHA**

(Form No. 1)

1.	Goods and Services Tax Identification Number (GSTIN) (Scanned Copy of certificate of Goods and Services Tax Identification Number to be Uploaded)	
2.	Outstanding dues of Forest Department / Federation against the Tenderer (Condition No. 1(iii) of Annexure - I) – In Rs.	
3.	Tenderer's Bank Details	
	(a) Type of Account	Drop Down Menu (Saving Bank A/c / Current A/c / Cash Credit A/c / Over Draft A/c)
	(b) Account Number	
	(c) Name of Bank and Branch	
	(d) IFS Code	

Lotwise Rate Offer
(Form No. 2)

Earnest Money Deposit (E.M.D.) - In Rs. : Entered by Tenderer

Purchase Capacity (P.C.) - In Rs. : Non-edited (E.M.D. x 10)

S.No.	Lot No. and Quantity (In Quintals)	Purchase Rate per Quintal (In Rs.)	Purchase Price (In Rs.) (Quantity x Rate)
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Documents to be Uploaded

(Form No. 3)

1.	Scanned copy of PAN Card (For all)
2.	Scanned copy of Aadhaar Card of Individual for Individual, Proprietor's for Proprietorship firm, Managing Director of the Company and in case of Partnership firm Aadhaar Card of atleast two of Partners required, in case of Hindu Undivided Family (HUF) Aadhaar Card of karta and one adult family is to be enclosed (For all)
3.	Scanned copy of certificate of Goods and Services Tax Identification Number (GSTIN) (if applicable)
4.	Scanned copy of Partnership Deed (if applicable)
5.	Scanned copy of Certificate of Company Incorporation and List of Latest Directors of Company (if applicable)
6.	Scanned copy of Power of Attorney (if applicable)
7.	Scanned copy of list of family members in case of H.U.F
8.	Any other relevant Document

Annexure – III

(Annexure to Tender Notice No./Sangh/Vanopaj/2019/ XVII Dated 30.10.2019)

TENDERER'S AGREEMENT

(Condition 4 (II) of Tender notice)

This agreement is made between Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited (hereinafter called 'Federation', which expression shall, where the context so admits, include its successors / representatives and assignees in office) of the first part and I / We (hereinafter called the Tenderer which expression shall include his heirs, successors, representatives and assignees) of the second part.

And whereas, the Federation desires to dispose of the MFPs (Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Guthli, Kusumi Lac Processd and unprocessed Rangini Lac Processd and unprocessed, Harra, Baheda Nagarmotha) purchased under the Govt. of India scheme “**Mechanism for Marketing of Minor Forest Produce (MFP) through Minimum Support Price (MSP) and Development of Value Chain for MFP**”, bagged and stored in godowns during collection season and has issued notice inviting offers for the vide e-Tender notice and also desires that the prospective Tenderers should execute an agreement before participating in the e-Tender to abide by the conditions of the e-Tender Notice.

Now the Tenderer hereby agrees as follows :-

1. I / We hereby declare that I / We have read and understood all the provisions of the Indian Forest Act, 1927, Chhattisgarh Abhivahan (Vanopaj) Niyam, 2001 and the rules made thereunder, the conditions of the e-Tender notice referred to above, Terms and conditions of e-Tender etc. contained in **Annexure - I** of the e-Tender notice and conditions of the Purchaser's Agreement appended to the e-Tender notice and agree to abide by the same.
2. I / We hereby declare that I / We shall not withdraw my / our offer after e-Tender. I / We further declare that I / We shall be bound by my / our offer and by the terms and conditions of the e-Tender notice till orders of competent authority, accepting / rejecting my / our offer, are passed or another person or party is appointed as purchaser of the lot(s) for which I / We have submitted the offer.
3. In the event of my / our failure to abide by the conditions of this agreement. I / We shall be liable to pay such penalty, as may be leviable under the terms and conditions of the offer notice.
4. This agreement shall be deemed and always be deemed to be subject to the provisions of Chhattisgarh Indian Forest Act, 1927, Chhattisgarh Abhivahan (Vanopaj) Niyam, 2001 and the rules made thereunder and the orders and notifications issued from time to time under the said Adhiniyam and the rules and

terms and conditions of e-Tender Notice all of which shall form part of and shall be deemed to have become part of this agreement and shall be construed to have been specially provided for in this agreement.

5. I / We hereby declare that neither any dues of Forest Department / Federation are outstanding against me / us in Chhattisgarh nor have I / We been blacklisted by the Government / Federation.

In witness whereof the Tenderer has put his / her signature on the day and year written first above.

Note : - Since this document is being submitted as a part of digitally signed e-Tender process, so the physical signatures of the Tenderer and Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-op. Federation Limited are not available on this document.

Annexure - IV

(Annexure to Tender Notice No./Sangh/Vanopaj/2019/ XVII Dated 30.10.2019)

PURCHASER'S AGREEMENT

(Condition 7 of Tender Notice)

This agreement made on day of(month) (year) between the Governor of Chhattisgarh acting through the Divisional Forest Officer & Ex-officio Managing Director of District Minor Forest Co-operative Federation Circle, hereinafter called Divisional Forest Officer (which expression shall, where the context so admits, include his successor in office) of the one part and Shri Son of resident of Village and carrying on business in partnership with (i) Shri (ii) Shri (iii) Shri in the name and style of at a company registered under the Indian companies Act, 1913 (Act VII of 1913), the companies Act, 2013 and having its registered office at hereinafter referred to as the "Purchaser" (which expression shall, unless the context does not so admit, include his heirs, executors, and administrators, their survivors or survivors of them, the heirs, executors and administrators of the last survivor, the partners for the time being of the said firm, its successors) of the other part (strike out portions not applicable).

Whereas, purchase and sale of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha in the State of Chhattisgarh is regulated by the provisions of the the scheme 'Marketing & Development of MFP through MSP' and development of value chain for MFP, Indian Forest Act, 1927, Chhattisgarh Transport (Forest Produce) Rules, 2001 and rules made there under and the statutory modifications thereof in so far as they are applicable to such trade.

Whereas, the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, Raipur has been appointed as the implementing agency of the state of Chhattisgarh for the the central scheme of 'Marketing & Development of MFP through MSP' and other schemes and authorized for the purchase and sale of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha and the Federation has purchased the same in the year 2017-18, 2018-19 and 2019 and has stored in godowns. The Federation had invited tenders for sale of godowned goods vide its Tender Notice No. Fed/MFP/..... Dated , Lot No.(in numrics).....(in words)....., Name of the Lot..... and notified quantity.....(in numrics).....(in words)..... and which has been specified in the notification **No./Sangh/Vanopaj/2019/ XVII Dated 30.10.2019** of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusmi Lac, Rangini Lac, Harra, Behda, Nagarmotha and for the purchase of the same.

Now these presents witness and it is hereby mutually agreed between the parties hereto as follows:-

1. PERIOD OF PURCHASER'S AGREEMENT

This agreement will commence from (date) and shall remain in force till the terms and condition are met or unless terminated earlier, under the terms and conditions of this agreement.

2. PARTS OF THE AGREEMENT

This agreement shall always be deemed to be subject to the provisions of this agreement, the rules made there under and the orders and notifications issued from time to time under the said scheme of 'Marketing & Development of MFP through MSP' and the rules and the terms and conditions of the said Tender Notice including the General / other terms and conditions of the tender and instructions for Tenderers contained in Annexure-I of the Tender notice, all of which shall form part of and shall be deemed to have become part of this agreement and which shall be construed to have been specifically provided for in these presents.

3. PURCHASE RATES ETC.

The purchaser shall purchase goods of this lot which can be more than the notified quantity at the rate of Rs. (in figures) (in words) per quintal. In addition to the purchase price of the lot the purchaser shall also, Goods and Services Tax and other Tax / Cess as leviable on the purchase price from time to time.

4. PROCEDURE FOR PAYMENT OF AMOUNT DUE AND DELIVERY PROCEDURE

I(A) The purchaser shall take possession of Sal Seed, Mahua Seed, Tarmarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha of District Union bearing Lot No. which has been notified and rounded off, stored in approximate 50 Kgs. bag of Sal Seed, Mahua Seed, Tarmarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha, from Godowns / Cold Storage..

(B) The purchaser shall pay complete purchase value including GST and Cess in two equal installments on or before the below mentioned dates.

Installment	Due Date
First	14.01.2020
Second	15.02.2020

After the purchaser has paid the installments, and as per the terms and conditions he would be entitled for the possession of half of the allotted Sal Seed, Mahua Seed, Tarmarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda,

Nagarmotha. Possession would be given from the stake from the delivery has started. Stakes can not be chosen by the purchaser.

- (C) The purchaser shall be liable to lift Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha within 20 days after the installment is paid. If the purchaser fails to lift the goods within aforesaid mentioned duration, it would be deemed that the purchaser has lifted the notified quantity of goods. The purchaser would have the right to get acknowledgement of the delivery and quantity of goods from Godowns / Cold Storage in each installment.
- (D) During the delivery of goods arrangement of weighing and cost of weighing of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha and transportation cost would be borne by the purchaser.
- (II) If the purchaser shall be liable to make all the payments as mentioned in condition no. 14 of **Annexure-I**.
- (III) If the purchaser fails to pay any instalment of the amount due by the due date, he shall pay late fee at the rate of 0.035% per day on the delayed payment. Late fee shall be calculated on the sale value. If the due date of any instalment is on a public holiday, the next working day will be taken as the due date for the purposes of calculation of late fee.
- (IV) If the purchaser shall be bound to take possession from Godown / Cold Storage of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha in the condition it has been stored and would not deny because of the quality of the goods. During the storage of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha the depreciation of quality of goods would be at the risk of the purchaser.
- (V) If the stored quantity is more than the notified quantity, the purchaser shall be liable to take possession of the stored quantity (20% above notified quantity) by paying the purchase value.
- 5. DELIVERY OF SAL SEED, MAHUA SEED, TARMARIND, KALMEGH, CHIRONJEE SEED, KUSUMI LAC, RANGINI LAC, HARRA, BEHDA, NAGARMOTHA**
- (a) After the payment of due amount as per Condition no. 4 of Purchaser's Agreement and obtaining transport permit as per the conditions of Chhattisgarh Abhivahan (Vanopaj) Niyam, 2001 the purchaser can lift the Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha from the Godowns / Cold Storage. Due amount payable to Federation

would include the purchase value (including all Taxes and Cesses) and the rent applicable for godowns / Cold Storage from time to time.

- (b) The purchaser shall take Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha to other States without Vlaue Addition, as per the Transit Pass issued by the Forest Department.

6. PAYMENT OF TAXES

- (I) Under this agreement an installment shall not be deemed to have been paid unless all taxes due thereon are also fully paid.
- (II) The Purchaser shall pay the Taxes as per Chhatisgarh Goods and Services Tax (GST), Act 2017 amended from time to time and other Taxes / Cess according to details given in the condition no. 14 of **Annexure-I**.
- (III) The purchaser, unless exempted by the Income tax authorities in the prescribed proforma, shall pay the Income tax due under the Income Tax Act 1961.
- (IV) Apart from the above mentioned Taxes / Cesses, the purchaser would also be liable to pay the other Taxes which has been imposed by Commercial Tax Department and Central Govt. which is applicable on Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha.

7. ISSUE OF SALE CERTIFICATE

The Federation or an Officer authorized by the Federation or Managing Director District Union shall after giving delivery of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha, issue **sale certificate** in prescribed form as Goods & Service Tax (GST) Adhiniyam 2017.

8. COMPLIANCE OF AGREEMENT

If the terms and conditions of tender notice pertaining to delivery and sale and of this agreement are not fully complied with it will be considered that the purchase of leaves has not taken place.

9. SECURITY DEPOSIT

- (i) The purchaser binds himself to perform all the acts and duties as are required to be carried out and to restrain himself and his servants and agents from doing all those acts as are prohibited, by or under the provisions of the Adhiniyam and rules made there under, Indian Forest Act 1927 and rules made there under to the extent these are applicable to this agreement and for timely observance and compliance of the terms and conditions of this agreement, he has deposited with the Managing Director District Union a sum of Rs. by way of security in accordance with the provisions of Tender Notice.

- (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 Adhiniyan, 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, the 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, as the case may be, shall be adjusted in the last installment after Divisional Forest Officer is satisfied, that purchaser has complied with all the terms and conditions of purchaser's agreement, the Adhiniyam, Niyamavali and conditions of the tender notice, and no amount is outstanding against him. The purchaser shall have to take delivery of any quantity found in excess of the notified stock, and for that he shall pay the due amount at the same purchase rate of the lot. The last transport permit shall not be issued unless he pays such amount.

10. VIOLATION OF ADHINIYAM ETC.

The purchaser agrees to pay to Government / Federation a sum which may extend to **Rs. 15,000/-** (Rupees Fifteen thousand only) for any violation of the provisions of the Adhiniyam, rules made there under or if this agreement committed by himself or by any person employed by him.

11. PENALTIES

If the purchaser commits breach of any of the terms and conditions of this agreement and it is not proposed to terminate the agreement on account thereof, the Managing Director of the District Union shall have the power to levy a penalty not exceeding **Rs. 1,000/- (One Thousand)** for each such breach. If this exceeds **Rs. 500/-** (Five Hundred), an appeal against such order may be made within 30 days of the issue of the order to the Conservator of Forests whose decision, thereon shall be final and binding.

12. TERMINATION OF PURCASER'S AGREEMENT

- (I) If the purchaser fails to pay payable sale value (Including Taxes / Cesses) or any other amount within 15 days of its due date or any other amount due or to comply with any of the provisions of this agreement, the Divisional Forest Officer and Ex-officio Managing Director, District Union may at his descretion and without prejudice to any other right and remedies that maybe available to him, terminate this agreement after giving 15 days notice and giving an opportunity of hearing to the purchaser and blacklist the purchaser for a period upto 5 years.
- (II) The order of termination of the agreement shall be delivered in person to the purchaser or sent by Registered post. The termination shall be effective from the date of order terminating the agreement.

(III) On termination of the agreement, the Federation shall be entitled to :-

- (a) Forfeit the Security deposit in full.
- (b) Forfeit the undelivered stocks of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha in storage in favour of the Federation for which payment has been made.
- (c)(i) Sell the Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha stored in the Godown / Cold Storage for which amount due has not been paid and undelivered stock in Storage / Cold Storage, which has been forfeited in favour of the Federation as per condition III(b) and recover the loss. **In** event of cancellation of purchaser's agreement the loss to be recovered from the purchaser will be computed as follows:-

Total expected receipts including all taxes in concerned Tender / Auction
 (+) expenditure on storage, supervision and insurance etc. up to disposal
 (-) receipts including taxes from subsequent Tender / Auction (-) forfeited amount received from E.M.D and Security Deposit.

- . (ii) If, after the cancellation of Agreement resale of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha is not executed in the first tender, in that condition value of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha would deemed to be zero and recovery would be done from the purchaser as per the sale value. If resale of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha happens in that condition resale value would be adjusted. If the recovery happens before the resale, the amount received in resale would be return to first purchaser (without any late fee). Federation would retain the full amount, if on such resale higher amount is received than is due in respect of the lot and the purchaser shall have no right or claim thereto.
 - . (iii) Recover any amount of loss still remaining due as arrears of land revenue.
 - (d) Recover all cost and expenses incurred for recovering loss.
 - (e) Recover all penalties imposed and compensation assessed not yet paid.
- (IV) If after termination of the agreement but before sale of the Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha, the purchaser pays the entire amount due including late fee, all taxes and cess payable, penalties, rent of Godowns / Cold Storage (as per rate fixed by Federation) imposed and restoration fee of **Rs. 10,000/-** per lot in the office of Managing Director of District Union, the Managing Director of the Federation may at his discretion revive the agreement and extend the period of contract if necessary. On restoration of the agreement and payment of all due amount and restoration fee as above, the undelivered stock of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha, will be delivered to the purchaser.

- (V) Whenever the agreement is so revived, the security deposit forfeited due to the termination, shall stand restored automatically and the purchaser can again restore double locking with Federation in the godowns.
- (VI) However, if the Purchaser's Agreement has not been terminated and the contract period has expired, then before the resale of the Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha, if the purchaser pays the entire amount due including late fee, all taxes and cess payable, penalties imposed, restoration fee of **Rs. 10,000/-** per lot and godown rent as fixed by the Federation for time to time or part thereof from the date of expiry of contract period, the Managing Director of the Federation may at his discretion grant permission to remove the Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha on a written application by the purchaser.

13. MAINTENANCE OF ACCOUNTS

The purchaser shall keep accounts in such form and shall submit such returns on or before such dates as are prescribed by the Managing Director of District Union from time to time.

14. PERFORMANCE OF DUTIES ETC. BY PURCHASER

The purchaser shall perform all acts and duties required to be done by him and shall abstain from doing by himself or by his servants and agents any act prohibited by/or under the provisions of the said **Adhiniyam**, and the said **Niyamavali** in so far as they are not inconsistent in the context of this agreement.

15. TRANSPORT OF SAL SEED, MAHUA SEED, TARMARIND, KALMEGH, CHIRONJEE SEED, KUSUMI LAC, RANGINI LAC, HARRA, BEHDA, NAGARMOTHA AND ISSUE OF TRANSPORT PERMIT

The Purchaser shall not transport Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha without a valid transport permit issued by the competent authority as contemplated under the said Adhiniyam and the Niyamavali. Last transit pass of the lot will be issued to the purchaser after the full payment of due amounts.

16. PAYMENT OF STAMP DUTY

The purchaser shall at all times comply with the provisions of the Indian Stamp Act, 1899 and Court Fee Act of 1870 and rules and regulation made there under, as applicable to Chhattisgarh.

17. FIRST CHARGE

- (1) The amount of purchase price or the balance thereof as the case may be as is due under the terms and conditions of the Tender Notice and the terms and conditions of this agreement, the Adhiniyam and the rules, shall form first charge on the Sal

Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha taken delivery of by the purchaser.

- (2) The purchaser shall not export or utilize Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Seed, Kusumi Lac, Rangini Lac, Harra, Behda, Nagarmotha or otherwise dispose off such goods until this charge is fully discharged.

18. LEGAL JURISDICTION

(1) Any dispute arising out of this agreement shall be subject to the jurisdiction of courts in Chhattisgarh.

(2) If any purchaser moves to court against Govt. / Federation and the decision of the court is in favour of Govt. / Federation, then the purchaser shall be responsible for the loss in the value of forest produce due to court proceeding, and this loss with late fee will be recovered from purchaser.

Signed, sealed and delivered by Divisional Forest Officer and Ex-officio Managing Director, District Union in presence of following witnesses:-

WITNESS:

- 1. Signature
- Name
- Full Postal Address
-

For and on behalf of Federation
Divisional Forest Officer and
Ex-officio Managing Director,
District Union

- 2. Signature
- Name
- Full Postal Address
-

Signed by the purchaser(s)
above named in the presence of
following witnesses.

WITNESS:

1. Signature

Name

Full Postal Address

.....

2. Signature

Name

Full Postal Address

.....

.....

Signature of the purchaser

Name

Full Postal Address

Annexure – V

Notification No./Sangh/Vanopaj/2019/ XVII Dated 30.10.2019

District Union wise place for the payment of Bank Draft

S.No.	Name of Distt. Union	Place where the bank draft payable
1	2	3
1	Bijapur	Bijapur
2	Sukma	Sukma
3	Dantewada	Dantewada
4	Jagdalpur	Jagdalpur
5	South Kondagaon	Kondagaon
6	Keshkal	Keshkal
7	Narayanpur	Narayanpur
8	East Bhanupratappur	Bhanupratappur
9	West Bhanupratappur	Bhanupratappur
10	Kanker	Kanker
11	Rajnandgaon	Rajnandgaon
12	Khairagarh	Khairagarh
13	Balod	Balod
14	Kawardha	Kawardha
15	Dhamatri	Dhamatri
16	Gariyaband	Gariyaband
17	Mahasamund	Mahasamund
18	Baloda Bazar	Baloda Bazar
19	Bilaspur	Bilaspur
20	Marwahi	Pendra Road
21	Janjgir-Champa	Champa
22	Raigarh	Raigarh
23	Dharamjaigarh	Dharamjaigarh
24	Korba	Korba
25	Katghora	Katghora
26	Jashpur Nagar	Jashpur Nagar
27	Manendragarh	Manendragarh
28	Koria	Baikunthapur
29	Sarguja	Ambikapur
30	Balrampur	Balrampur
31	Surajpur	Surajpur

Annexure – VI
Notification No./Sangh/Vanopaj/2019/ XVII Dated 30.10.2019

(Fill whichever is applicable cheque or DD / RTGS or NEFT / Net Banking)

To,

**The Managing Director,
Chhattisgarh State Minor Forest Produce (T&D)
Cooperative Federation Ltd., Raipur**

Sub:- Regarding - Issue of Money Receipt.

Sir,

I / We am / are furnishing the details as given below for the issue of money receipt:-

1. Name of Purchaser -
2. Income Tax PAN -
3. Email -
4. Mobile No. -
5. Name of Forest Produce - TP / Sal Seed / Mahua Seed / Imli / Kalmegh /
Chironjee Guthli / Kusumi Lac / Rangeeni Lac / Harra /
Baheda / Nagarmotha
6. Collection Season -
7. Detail for adjustment -

S.No.	Name of District Union	Season	Lot No.	Amount
1	2	3	4	5

8. Details of Demand draft (enclosed)

S.No.	DD No.	Date	Bank	Amount
1	2	3	4	5

OR

Details of RTGS / NEFT (enclosed Bank Slip)

Depositor's Bank detail		Cheque No. used for RTGS/ NEFT	UTR No.	Amount	Date	Federation's Bank Name and A/c No. where Amount deposited
Bank Account No.	Name of Bank A/c Holder					
1	2	3	4	5	6	7

So Please issue the Money Receipt as above and inform us as well as the Concern district Union.

Date:-

Enclosure:-

(Signature)
Name & Address

Annexure – VII

(Annexure to e-Tender Notification No./Sangh/Vanopaj/2019/ XVII

Dated 30.10.2019)

**Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Guthli, Kusumi Lac
Processd and unprocessed Rangini Lac Processd and unprocessed,
Harra, Baheda Nagarmotha**

(C.G LAGHU VANOPAJ SANGH)

TENDERER WISE ALLOTMENT LIST

(Condition 7 of e-Tender Notice)

Tender Opening Date :

Tenderer's Name	Tenderer's E.M.D. (In Rs.)	Lot No.	Lot Name	Quantity (In Quintals)	Sanctioned Rate per Quintal (In Rs.)	Total Value of Lot (In Rs.)

Annexure – VIII

(Annexure to e-Tender Notification No./Sangh/Vanopaj/2019/ XVII

Dated 30.10.2019)

**Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Guthli, Kusumi Lac
Processd and unprocessed Rangini Lac Processd and unprocessed,
Harra, Baheda Nagarmotha
(C.G LAGHU VANOPAJ SANGH)**

LIST OF SUCCESSFUL TENDERERS

(Condition 7 of Tender Notice)

Tender Opening Date :

S.No.	Tenderer's Name	Deposited E.M.D. (In Rs.)	Adjusted E.M.D. in Sanctioned Lots (In Rs.)	Unadjusted E.M.D. to be Refunded (In Rs.)

Annexure – IX

(Annexure to e-Tender Notification No./Sangh/Vanopaj/2019/ XVII

Dated 30.10.2019)

**Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Guthli, Kusumi Lac
Processd and unprocessed Rangini Lac Processd and unprocessed, Harra,
Baheda Nagarmotha**

(C.G LAGHU VANOPAJ SANGH)

LIST OF UNSUCCESSFUL TENDERERS

(Condition 7 of e-Tender Notice)

Tender Opening Date :

S.No.	Tenderer's Name	Deposited E.M.D. to be Refunded (In Rs.)

Annexure – X

Instructions for the Submission of the Online Tender

(Condition 5(II) of Tender Notice)

Note: The following steps need to be carried out for online submission of the Tender. Detailed instructions for each of the steps are given in the Tenderer's Manual on the Home Page of <https://cgmpfed.abcprocure.com>.

1. Sequence of steps for online tender submission:

Step 1 – To obtain Digital Signature Certificate (DSC) :

The DSC is issued by an approved certifying authority, authorized by the Controller of Certifying Authorities (CCA), Government of India. The individual may obtain information required for issuance of a Class II / Class III DSC from the Controller of Certifying Authorities (www.cca.gov.in). The tenderer will have to obtain DSC from <https://cgmpfed.abcprocure.com> or any other CCA approved agency.

DSC is issued upon receipt of mandatory identity proofs and verification letters attested by a Gazetted Officer. Only upon the receipt of the required documents, a DSC can be issued.

Important Note: The offers submitted online should be signed electronically with a DSC to establish the identity of the tenderer. In case, during the process of a particular tender, the user loses his / her DSC (eg. due to virus attack, hardware problem, operating system problem etc.) he may not be able to submit the offer online. Hence the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.

In case of online tendering, the DSC issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to no-objection certificate / power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the DSC as per Indian *IT Act 2000*. Unless the certificate is revoked, it shall be assumed to represent adequate authority of the user to submit tender on behalf of the firm for the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-op. Federation Limited (C.G.M.F.P. Federation) tenders as per *Information Technology Act 2000*. The DSC of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firm to inform the Certifying Authority or Sub-Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh '**authorization certificate**' for the new user.

The same procedure holds true for the authorized users in a Private / Public company. In this case, the authorization certificate will have to be signed by the directors of the company.

Step 2 – Online registration of intending tenderer:

In order to participate in the tender, the tenderer is required to be registered on the e-Procurement portal (<https://cgmfpfed.abcprocure.com>). Only after online registration of the tenderer, the tenderer shall be allowed to participate in the tenders floated by the C.G.M.F.P. Federation using the e-Procurement System.

The following Registration Fee will be charged by the Service Provider (i.e. e-Procurement Technologies Limited) from the tenderer:

Sl. No.	Description	Charges	GST @ 18%	Total Amount
1.	Online Registration (Valid for One Year)	Rs. 3000/-	Rs. 540/-	Rs. 3540/-

Documents required for Registration with the e-Procurement portal

- (I) **In case of Renewal** – No documents required for renewal of registration on the e-procurement portal.
- (II) **In case of New Registration** – The following documents required alongwith online registration form :-

(a) Individual or Proprietorship Firm –

Any one ID Proof and One Address Proof (Attested by Banker or Notary or Gazetted Officer as well as Self Attested)

ID Proof	PAN Card	Address Proof	Electricity Bill
	Passport		Passport
	Voter ID		Voter ID
	Driving License		Driving License
	Aadhaar Card		Bank Pass Book
			Aadhaar Card

(b) Partnership Firm –

- (i) **Any one ID Proof and One Address Proof** (Attested by Banker or Notary or Gazetted Officer as well as Self Attested)

ID Proof	PAN Card	Address Proof	Electricity Bill
	Passport		Passport
	Voter ID		Voter ID
	Driving License		Driving License
	Aadhaar Card		Bank Pass Book
			Aadhaar Card

(ii) **Partnership Deed** details which have to be attested by partners with their company seal.

(c) **Pvt. & Ltd. Company –**

(i) **Any one ID Proof and One Address Proof** (Attested by Banker or Notary or Gazetted Officer as well as Self Attested)

ID Proof	PAN Card	Address Proof	Electricity Bill
	Passport		Passport
	Voter ID		Voter ID
	Driving License		Driving License
	Aadhaar Card		Bank Pass Book
			Aadhaar Card

(ii) **Any one of the Organization proof issued by Government** (Attested by authorized signatory of Organization alongwith organization seal)

- **Certificate of Incorporation**
- **Articles of Incorporation**
- **Memorandum of Association**

(d) **Hindu Undivided Family (H.U.F.) –**

Any one ID Proof and One Address Proof (Attested by Banker or Notary or Gazetted Officer as well as Self Attested)

ID Proof	PAN Card	Address Proof	Electricity Bill
	Passport		Passport
	Voter ID		Voter ID
	Driving License		Driving License
	Aadhaar Card		Bank Pass Book
			Aadhaar Card

The scanned copies of all required documents as above and payment proof of required fees for New registration and only payment proof of required fees for renewal are required to submit by the intending tenderer to e-Procurement Technologies Limited (abc Procure). After verification of the above documents the e-Procurement Technologies Limited (abcProcure) will registered the Tenderer and inform by the e-mail accordingly.

After obtaining the Digital Certificate successfully installed on their system, the tenderer have to be online registered through “**New Bidder Registration**” page of the e-Procurement portal (<https://cgmpfed.abcprocure.com>) and mapped their Digital Certificate.

After online registration your registration will be approved by the Service Provider and intimate the same to the tenderer. The tenderer will be inform about the Tenderer’s Code, login Id & password. The login Id and password will be

required for online tender preparation and the Tenderer's Code will be used for making EMD payment through RTGS / NEFT mode, if opted for.

Step 3 – Online tender preparation

1. Filling of Tenderer's Information - Form No. 1 of Annexure – II
2. Filling of Lotwise Rate Offer - Form No. 2 of Annexure – II
3. Upload of required documents - Form No. 3 of Annexure – II
4. Acceptance of Tenderer's Agreement - Annexure – III

Step 4 – Online payment of E.M.D.

EMD can be paid online through Net-banking / Debit Cards / Credit Cards / RTGS / NEFT mode. In case, RTGS / NEFT mode is opted for, the detailed procedure is given below at point no. 2.2.

It will be solely the tenderer's choice to select any of these payment options viz. Net-banking / Debit Cards / Credit Cards / RTGS / NEFT, best suited to him. It is understood that the tenderer is aware of the payment cycle and other technical requirements/ payment process under each of these modes. It is tenderer's responsibility to see that the amount of EMD is credited to C.G.M.F.P Federation.

Step 5 – Final submission of the tender.

2. Other Information:

2.1 Set-up of Machine:

In order to operate on the e-Procurement System, following minimum operating system and hardware is required.

- Windows XP with service pack 3
- Windows vista / windows 7
- Browser Internet Explorer 7, 8 or 9
- Minimum bandwidth 512 kbps
- Minimum RAM 2 GB

2.2 Procedure of payment of EMD through RTGS / NEFT mode :

Since RTGS / NEFT payments are settled by RBI in batches, intended EMD amount is required to be paid at least one day in advance of online tender submission by following procedure:

A. Please mention the following details while making the RTGS / NEFT payment from your Bank:

- (i) Beneficiary account number – This will be in the following format:

<CGMF+ Tenderer Code>

For example, in case your Tenderer Code is ABC66215, the beneficiary account number will be **CGMFABC66215**.

- (ii) Beneficiary bank branch - **ICICI Bank, CMS, Mumbai**

- (iii) Beneficiary IFSC code - **ICIC0000104**

- B.** After completing the online tender preparation formalities, select RTGS / NEFT payment option at the EMD payment screen. Upon doing so, you shall be able to view the funds already remitted by you through NEFT / RTGS as available balance in beneficiary account. Tenderer should note that available balance against their name in ICICI Bank is not E.M.D amount available with C.G.M.F.P Federation.
- C.** Please proceed to deposit the E.M.D from available balance. Upon doing so, the required amount to be paid for the EMD shall get appropriately deducted from the amount remitted and payment of E.M.D shall be confirmed & receipt will be generated in real time.
- D.** In case there is excess remittance i.e. money not transferred for use as E.M.D, the refund of the same can be claimed by the tenderer simultaneously. On submitting refund request, the amount would be transferred in the bank account opted by you by next working day.
- E.** In case, tenderer wants to utilize the excess fund (i.e. the remaining available balance) for participating in next round of tender by Federation under e-Procurement portal, they may do so instead of taking refund.

Please feel free to get in touch with our e-procurement support team / ICICI Bank support team in case any clarification is required.

2.3 Submission of Online Offers:

C.G.M.F.P Federation will not be responsible for any failure on part of the tenderer in submission of the Tender and / or the EMD etc. before scheduled time and date, for any reason whatsoever, including, inter-alia, non-credit of said amounts of EMD and therefore no claims shall be entertained on these grounds.

Under this online payment system for e-Tendering, the tenders will not be submitted / received by C.G.M.F.P Federation unless the EMD is received / credited before scheduled time and date. Hence, tenderer shall remit the said amount well in advance. It is clarified that the Tenders will not be considered for opening if EMD is not received / credited before schedule time and date, for any reason whatsoever.

The tenderer is advised to submit his / her tender as well as pay the EMD amount well before the cut-off time and date to avoid any inconvenience on account of any problem e.g. system slow down or network problem.

2.4 Helpline:

For any assistance regarding Registration on e-Procurement portal, DSC, online tender form submission and other points of e-tendering process, please contact our service provider :-

e-Procurement Technologies Ltd., Ahmedabad on following contact details

Phone No.: 079 68136878 / 45 /49 / 50 / 54 / 48 / 33

Email ID – support@abcprocure.com

For Registration Support:

Mr. Himalay Vaishnav (Mb – 09099090830)

Mr. Sonu Tank (Mb – 06353217080)

For Technical Support:

Mr. Pradip Parmar (Mb – 09328657215)

Mr. Nandan Valera (Mb – 09374519729)

Mr. Rahul Desai (Mb – 09374519816)

For any assistance regarding banking transactions, please contact ICICI Bank,
Civil Lines, Raipur at the following numbers:

Mr. Aman Chandan – 0771 – 4213742

Mr. Manish Pujari – 0771 – 4213762

Mr. Shoeb Danish – 0771 – 4213750

Mr. Anurag Gupta – 0771 – 4213774

MANAGING DIRECTOR
Chhattisgarh State Minor Forest Produce
(Trading & Development) Co-op.
Federation Limited

Time Schedule

Annexure – XI

(Annexure to e-Tender Notification No./Sangh/Vanopaj/2019/ XVII Dated 30.10.2019)

E-Tender Details For Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Guthli, Kusumi Lac Processd and unprocessed Rangini Lac Processd and unprocessed, Harra, Baheda Nagarmotha
(Condition 5(II) of e-Tender Notice)

e- Tender Detail	
General Detail	
e- Tender No / Commodity :	Sangh/Vanopaj/2019/ XVII Dated 30.10.2019
Department Name :	Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited.
Scope of work :	Sale of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Guthli, Kusumi Lac Processd and unprocessed Rangini Lac Processd and unprocessed, Harra, Baheda Nagarmotha
e- Tender Details :	Sale of Sal Seed, Mahua Seed, Tamarind, Kalmegh, Chironjee Guthli, Kusumi Lac Processd and unprocessed Rangini Lac Processd and unprocessed, Harra, Baheda Nagarmotha
Mode of Bids Submission :	Online e-Tender
e-Tender Type :	English Forward e- Tender
Type of Contract :	Sale of Collected and Godowned MFPs under Govt. of India Minimum Support Price Scheme
Bidding Type :	National
Consortium :	Not Allowed
Download e- Tender Documents :	Before Login / After Login
Purchaser Location :	Any where in India
Key Dates	
Document Download Start Date & Time :	11.11.2019 from 17:00:00
Starting Date & Time of online Tender Submission :	19.11.2019 from 11:00:00
Ending Date & Time of online Tender Submission :	21.11.2019 upto 16:00:00
Date & Time of Tender opening :	21.11.2019 upto 16:10:00 onwards

Bid Validity Period (Days) :	Till the decision of e-Tender
Project Duration :	As per e-Tender document
Document to be submitted Physically :	NIL
e- Tender Activity configuration	
Mode of EMD payment :	Online
Payment Details	
EMD Amount :	As per e-Tender document
Details	
Eligibility Criteria :	As per e-Tender document
General Terms and condition :	As per e-Tender document
Other Details :	As per e-Tender document
Product / Service / Works Keywords :	Sale of collected and godowned