



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

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

Phone - 0771-2513100 to 2513110

E-mail: mfpfed.cg@nic.in;

Website: www.cgmfpfed.org

Notification No. T.P. (2020) -V

Dated 21.07.2020

## ONLINE TENDER NOTICE SALE OF TENDU LEAVES OF 2020 SEASON COLLECTED AND STORED IN GODOWNS IN CHHATTISGARH

### INTRODUCTION

Whereas the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, Raipur hereinafter called the FEDERATION has been appointed as Agent under Section 4 of Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964 for the collection, purchase and trade of tendu leaves in whole of the state as per orders of the State Government here in after called Government.

The Government has directed the Federation in year 2020 season to get the tendu leaves collected through Primary Forest Produce Co-operative Societies here in after called the Society in which the State Government is a share holder in the supervision of District Forest Produce Co-operative Union here in after called District Union in the areas of the Societies. The collected leaves are processed, bagged and stored in the godowns at various places in the State.

Now therefore, the Federation acting in the name of and on behalf of the Governor of Chhattisgarh invites online Tenders from Persons / Registered firms / Legal companies for the purchase of the said Tendu leaves. Tender Notice (Annexure-I to XII including Schedule) may be downloaded from Federation's website [www.cgmfpfed.org](http://www.cgmfpfed.org) and from online tender portal <https://cgmfpfed.abcprocure.com> from following mentioned dates.

| 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 |
|---|--|--|----------------------------------|
| 31.07.2020                                      | 17.08.2020<br>From 11:00 AM                  | 20.08.2020<br>Up to 16:00 PM             | 20.08.2020<br>16:10 PM onwards   |

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

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.

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

### 3. LOT LIST AND CONTRACT PERIOD

**Schedule  
(Lot list of tendu  
leaves)**

Tenders are invited for the purchase of lots of tendu leaves collected from different units and stored in godowns as shown in the lot list (Annexure-III) appended to this notice, for the contract period ending on 28.02.2021.

### 4. TENDER FORM ETC

**ANNEXURE-II  
(Tender Form 1,  
2 & 3)**

(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://cgmfpfed.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-III  
(Tenderer's  
Agreement)**

### 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  
(Instructions for  
submission of  
online tender)**

(iii) The Instructions for submission of online tender (Annexure-XII) for tenderers to submit the online tenders will be available on e-Procurement portal <https://cgmfpfed.abcprocure.com> and the online tender can be submitted as per time and date mentioned in time schedule (Annexure-XIII).

**ANNEXURE-XII  
(Time Schedule)**

(iv) It is compulsory for the Tenderer to submit (GSTIN) certificate along with the tender document.

**ANNEXURE –  
VIII  
(Tenderer wise  
allotment list)**

### 6. OPENING OF TENDERS

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

**ANNEXURE –  
IX (List of  
successful  
tenderers)**

### 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 VIII. The list of successful and unsuccessful tenderers will be available on the Federation website [www.cgmfpfed.org](http://www.cgmfpfed.org) in Annexure-IX and Annexure-X 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 tendu leaves 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.

**ANNEXURE – X  
(List of  
unsuccessful  
tenderers)**

(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 30 days of the issue of the acceptance of his offer by the Federation. This period may be extended by 7 days by the Chief Conservator of Forests on deposition of a fee of **Rs. 5000/-** by the tenderer. If the 30<sup>th</sup> / 7<sup>th</sup> day described above is a public holiday, the agreement can be executed on the next working day. The period of 30 days / 7 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 8% 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. But if purchaser is interested then by depositing the 15% amount of the sale value including amount of EMD, he can be freed from all subsequent liability including recovery and black listing.

## **8. PAYMENT OF AMOUNT DUE**

(i) The purchaser shall make payment of the purchase price due, in the manner provided in the purchaser's agreement in four equal installments on or before the following dates:-

| <b>No. of the Installment</b> | <b>Date</b> |
|-------------------------------|-------------|
| Ist                           | 15.10.2020  |
| IIInd                         | 16.11.2020  |
| IIIrd                         | 15.12.2020  |
| IVth                          | 15.01.2021  |

### **(ii) Rebate on full payment of purchase price:-**

If the purchaser makes full payment of the purchase price of the lot along with all due taxes up to the due date of Ist installment, a rebate of 2% of purchase price shall be given. If the purchaser wants to avail this facility, he shall pay 98% amount of the purchase price along with all due taxes on the purchase price (100%). If the collected quantity exceeds the notified quantity, then the rebate will be allowed on collected quantity.

## 9. DELIVERY OF LEAVES

(i) Delivery of leaves after the payment of the installment(s) due has been made shall be in accordance with the provisions contained in the Annexure-I & IV.

(ii) If the purchaser wants to avail the facility of taking delivery of tendu leaves against Bank Guarantee, then he can do so in the manner provided in Clause 7 of the Purchaser's Agreement. The Bank Guarantee shall be in the form given in Annexure-V.

### ANNEXURE – V (Bank Gurantee)

## 10. ANNEXURES

Annexure-I to V and schedule referred to above and Annexure-VI to XIII which are annexed to this Tender Notice No. T. P. (2020)-V Dated 21.07.2020 will be treated to be Annexure of this 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 NOTICE NO. T.P. (2020)- V Dated 21.07.2020**

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) **"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 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.
- (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 June;
- (vii) **"CHIEF CONSERVATOR OF FORESTS"** means, concerned territorial Chief Conservator of Forests who is also declared as Ex-officio Chief 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, all or part of the Tendu leaves collected by a Primary Co-operative Society (excluding National Park and Sanctuary area) bagged and stored in one or more godowns;
- (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. 6(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 storage 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, Goods & Services Tax 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 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 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 Niyamvali.

## 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 Conservator of Forests (Production) M.P. under section 3 of Madhya Pradesh Tendu Patta (Vyapar Viniyaman) Adhinyam 1964 as amended from time to time.

## 3. PROVISIONS OF ADHINIYAM ETC APPLICABLE:

All the provisions of the Adhinyam 1964 and Niyamavali 1966 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. SALE ON "AS IS WHERE IS BASIS"

- (i) Subject to condition 4 (ii) below the sale of leaves is on **"as is where is basis"**. The intending Tenderers are advised to inspect personally, the lots of the godowned tendu leaves for which they intend to submit tender, satisfy themselves about the quality of leaves and also about availability of number of actual bags in each lot. No dispute regarding quality of leaves or about their fitness for manufacture of Bidies will be entertained after submission of tender at any stage nor will the Federation be responsible for any deterioration in quality after the acceptance of offer of tenderer and the leaves shall be in storage at the risk of the purchaser.

- (ii) The contract will be for the purchase / sale of quantity of the tendu leaves notified in the Schedule in standard bags. If however there is an excess number of standard bags in any lot than that notified in this tender notice, the purchaser will have to purchase the same at the rate sanctioned for the lot after payment of the additional amount. The additional amount shall be paid by the purchaser before the issue of last transport permit. The Federation also reserves the right to correct any arithmetical or clerical error in the quantity notified and the purchaser will have to abide by the corrected figure.
- (iii) The Federation / District Union reserves the right to give turn-over to the stocks or to transfer them to any other godown after giving due notice to the purchaser to remain present during the said operation if he so desires.

## **5. 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 Individual, Proprietary firm, Partnership firm, Company, Hindu undivided family (HUF) are blacklisted, it would be deemed that all the partners of blacklisted Partnership firm, Directors of blacklisted company and Karta and all the members of blacklisted Hindu undivided family (HUF), are also blacklisted.

If, from the above blacklisted list any individual in the individual capacity or constitute another Proprietary firm, Partnership firm, Company with other person than that firm shall also 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 photocopy of the registration certificate issued by the Divisional Forest Officer along with the tender form.

## 6. 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 8% of the purchase capacity 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 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 published on the Federation website [www.cgmpfed.org](http://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 upto the limit of 10% of sale value towards payment of security deposit as required by condition No. 10(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 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.

## 7. 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 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 10 times of 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.

## **8. 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, 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.

## **9. 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(s) within his purchase capacity for which his offer(s) is / are accepted.

## **10. SECURITY DEPOSIT**

- (i) Before signing the purchaser's agreement the successful tenderer shall have to deposit security amounting to 10% 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 deposited as per condition, No. 6 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 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-VI**.
- (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.

## **11. DELIVERY OF LEAVES**

- (i) The delivery of leaves to the purchaser will be made only after full payment of the amount of installment due against him, has been made.
- (ii) One fourth of the total notified quantity of the lot shall be delivered after the full payment of amount due of each instalment. While giving the delivery no selection of leaf from the lot will be permitted and the delivery will be given from that one side of the stack only from which the delivery has been commenced.

- (iii) The purchaser will have to remove the entire stock taken delivery of by him from the Federation's godown premises and no sorting out or any other operation will be permitted at the Federation's godown premises or in its close vicinity.
- (iv) (a) If the purchase wants to take open delivery of the leaves of the lots after full payment of the due amount of Ist instalment, he shall give an application to this effect to the Chief Conservator of Forests. On an application by the purchaser, the Chief Conservator of Forests shall permit open delivery to the purchaser, according to the procedure prescribed by the Federation. One fourth of the total notified quantity of the lot shall be delivered under the open delivery. While giving the delivery, no selection of bags from the lot shall be permitted and the delivery shall be given from that one side of the stack only from which the delivery has been commenced.
- (b) During such delivery, bundles shall be counted after opening each bag in the presence of the purchaser and delivery shall be given after fixing the quantity accordingly and refilling the bundles in the bag. All the expenditure incurred on such counting, refilling of the bundles in the bags, stitching, stacking etc. will be borne by the purchaser. The purchaser shall have to make payment of such expenditure before transport of these Tendu leaves.
- (1) After actual counting of bundles in this manner, if the quantity found is less by upto seven and a half percent ( $7\frac{1}{2}\%$ ) of the one-fourth of the total notified quantity of the lot, no deduction shall be made from the notified quantity of the lot and the Tendu leaves of the Ist instalment shall be delivered to the purchaser accordingly. No dispute shall be entertained in respect of such shortage. In such a situation, no rebate in the amount due shall be payable to the purchaser and the balance Tendu leaves will be delivered according to the notified quantity, after payment of amount due, of the remaining instalments. Neither counting of bundles in the bags shall be carried out prior to the delivery of this balance notified quantity nor open delivery of this quantity shall be given.
- (2) However, after actual counting of bundles in this manner, if the quantity found is less by more than Seven and a half percent ( $7\frac{1}{2}\%$ ) of the one-fourth of the total notified quantity of the lot, then the due amount of the Ist instalment will be amended, after reducing the notified quantity of the lot accordingly and the excess amount deposited by the purchaser shall be adjusted in the following instalment / instalments.
- (3) After actual counting of bundles in this manner, if the quantity found is more than one-fourth of the total notified quantity of the lot, then the purchaser shall have to pay the purchase price and all taxes etc. due on such excess quantity. The delivery of such excess quantity of Tendu leaves of the Ist instalment shall be given only after the payment of such excess amount due.
- (4) The quantity of the remaining instalments shall be amended on the basis of less / excess quantity as per condition No.(2) & (3) and the purchaser shall have to make the payment of the amount due of the remaining instalments on the basis of such amended quantity and the delivery of Tendu leaves of the remaining instalments shall be given to the purchaser on the basis of such amended quantity, which he shall have to accept. In no case, open delivery of the leaves of the remaining instalments shall be given after the first instalment.

The decision of the Chief Conservator of Forests in respect of the quantity and payable amount calculated according to the condition 11 (iV) (b) (1), (2) & (3) shall be final and binding.

## 12. 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**.

## 13. 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 10% 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-VI** 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 10% 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 the due date of the first instalment. In such cases, the purchaser transferring the agreement shall not be relieved from his liabilities in respect of the lot, till the transferee executes the purchaser's agreement of the concerned lot in the office of the concerned Chief Conservator of Forests.

## 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 XI.

### (ii) Tenderer on appointment as purchaser

- (1) 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.

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

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-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. On the Home Page of Laghu Vanopaj Sangh's website **www.cgmpfed.org**, a Link for Online Payment Mode will be displayed. If the purchaser clicks that Link **one page will open, 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, Late Fee, Godown Rent, Restoration Fee, Extention Fee / Others, Goods and Services Tax (GST), Income Tax. 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.

## Annexure - II

(निविदा सूचना क्रमांक ते.प.(2020)-V दिनांक 21.07.2020 का परिशिष्ट)  
छत्तीसगढ़ राज्य लघु वनोपज (व्यापार एवं विकास) सहकारी संघ मर्यादित  
“वन धन भवन” सेक्टर 24, नवा रायपुर, अटल नगर

तेन्दू पत्ता लाट के क्रय हेतु आनलाइन निविदा पत्र  
**ONLINE TENDER FORM FOR PURCHASE OF TENDU LEAVES LOTS**

### (Form No. 1)

|           |   |  |   |
|-----------|---|--|---|
| <b>1.</b> | <b>Registration Details</b>   |  |   |
|           | (a)   | Registration No.And Date Under Chhattisgarh Vanopaj (Vyapar Viniyaman)Adhiniyam 1964 |   |
|           | (b)   | Name of Forest Division Where Tenderer Registered                                    | Selection from Drop down menu (List provided by Federation)                   |
|           | (c)   | Status of Tenderer   | Drop Down Menu (MANUFACTURER, EXPORTER / TRADER, BOTH)                        |
| <b>2.</b> | <b>Goods and Services Tax Identification Number (GSTIN) (<u>Scanned Copy of certificate of Goods and Services Tax Identification Number to be Uploaded</u>)</b> |  |   |
| <b>3.</b> | <b>Outstanding dues of Forest Department / Federation Against the Tenderer (Condition No. 1(V) of Annexure - I) – In Rs.</b>                                    |  |   |
| <b>4.</b> | <b>Tenderer's Bank Details</b>  |  |   |
|           | (a)   | Type of Account  | Drop Down Menu (Saving BankA/c / CurrentA/c / Cash CreditA/c / Over DraftA/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 12.5)**

**Bidding Capacity (B.C.) - In Rs.** : **Non-edited (P.C. x 10)**

| <b>Priority</b> | <b>Lot No. and Quantity (In Standard Bags)</b> | <b>Purchase Rate per Standard Bag (In Rs.)</b> | <b>Purchase Price (In Rs.) (Quantity x Rate)</b> |
|-----------------|--|--|--|
| <b>1.</b>       |  |  |  |
| <b>2.</b>       |  |  |  |
| <b>3.</b>       |  |  |  |
| <b>4.</b>       |  |  |  |
|                 |  |  |  |
|                 |  |  |  |
|                 |  |  |  |

## **Documents to be Uploaded**

### **(Form No. 3)**

|    |   |
|----|---|
| 1. | Scanned copy of Registration in DFO Office for the year 2020. (For all)   |
| 2. | Scanned copy of PAN Card (For all)  |
| 3. | 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 is required, in case of Hindu Undivided Family (HUF) Aadhaar Card of Karta and one adult family member is to be enclosed (For all). |
| 4. | Scanned copy of certificate of Goods and Services Tax Identification Number (GSTIN) (if applicable)   |
| 5. | Scanned copy of Partnership Deed (if applicable)  |
| 6. | Scanned copy of Certificate of Company Incorporation and List of Latest Directors of Company (if applicable)  |
| 7. | Scanned copy of Power of Attorney (if applicable)   |
| 8. | Scanned copy of list of family members in case of H.U.F.  |
| 9. | Any other relevant Document   |



## **Annexure – III**

**(Annexure to Tender Notice No. T.P. (2020)- V Dated 21.07.2020)**

### **TENDERER'S AGREEMENT**

**(condition 4(ii) of Tender notice)**

This agreement is made on ..... day of ..... (month) of ..... (year) 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.

Whereas, trading in tendu leaves is regulated by the provisions of Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam, 1964 and the rules made there under.

And whereas, the Government has authorized the Federation to sell in advance the Tendu leaves to be collected in different societies (lots) in Chhattisgarh.

And whereas, the Federation desires to dispose of the Tendu leaves collected, bagged and stored in godowns during 2020 collection season in advance and has issued notice inviting Tenders vide Notice No. T.P. (2020) - VII Dated 21.07.2020 and also desires that the prospective Tenderers should execute an agreement before submission of the tender to abide by the conditions of the 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 Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam, 1964 and the rules made thereunder, the conditions of the tender notice referred to above, Terms and conditions of Tender etc. contained in Annexure-I of the Tender notice and conditions of the purchaser's agreement appended to the Tender notice and agree to abide by the same.
2. I / We hereby declare that I / We shall not withdraw my / our tender / offer after submission of tenders. I / We further declare that I / We shall be bound by my / our offer and by the terms and conditions of the 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 tender.
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 tender notice.
4. This agreement shall be deemed to be subject to the provisions of Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam, 1964 the rules made thereunder and the orders and notifications issued from time to time under the said Adhiniyam and the rules and of the terms and conditions of Tender Notice No. T.P. V Dated 21.07.2020 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 the document is being submitted as a part of digitally signed tender document in e-tendering 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. T.P. (2020) - V Dated 21.07.2020)

### PURCHASER'S AGREEMENT

(Condition 7 of Tender Notice)

This agreement made on ..... day of .....(month) ..... (year) between the Governor of Chhattisgarh acting through the Chief Conservator of Forests & Ex-officio Chief General Manager of Federation ..... Circle, hereinafter called Chief Conservator of Forests (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, 1956 (Act 1 of the 1956) 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, trading of Tendu leaves in the State of Chhattisgarh is regulated by the provisions of the Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam, 1964 (Act 29 of 1964) and the Chhattisgarh Tendu Patta (Vyapar Viniyaman) Niyamavali 1966, made under the said Adhiniyam, the Indian Forest Act, 1927 and rules made there under and the statutory modifications thereof in so far as they are applicable to such trade.

Whereas, the State Government has appointed the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited as the agent for collection and disposal of tendu leaves and the Federation had invited tenders for sale of godowned tendu leaves in 2020 collection season vide its Tender Notice No. T.P.(2020) – V Dated 21.07.2020 and has accepted the rate offered by the purchaser for purchasing the Tendu leaves of the lot no. .... (in figures) ..... (in words) society name ..... and notified quantity in standard bags ..... (in figures) .....(in words) and which has been more fully described in the Schedule of the said Tender Notice on terms and conditions hereinafter mentioned and has agreed to appoint him as purchaser of the said leaves for the period ending 28-02-2021

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 up to 05.12.2020 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 **Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964**, the rules made there under and the orders and notifications issued from time to time under the said Adhiniyam 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 the tendu leaves to be collected / purchased in this lot which can be more or less than the notified quantity at the rate of Rs. .... (in figures) ..... (in words) per standard bag. 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. SALE ON "AS IS WHERE IS BASIS"**

- (i) Subject to sub clause (ii) below the sale of leaves is on "as is where is basis". No dispute regarding quality of leaves or about their fitness for manufacture of bidies will be entertained at any stage nor will the Federation be responsible for any deterioration in quality and the leaves shall lie in storage at the risk of the purchaser.
- (ii) This agreement is for the purchase / sale of quantity of the tendu leaves notified herein in standard bags. No dispute will be entertained in respect of the number of actual bags. If however, there is an excess number of standard bags in any lot covered by this agreement than that notified in the tender notice, the purchaser will have to purchase the same also at the rate sanctioned for the lot as shown in statement given in clause 21 of this agreement after payment of the additional amount. The additional amount shall be paid by the purchaser before issue of last transport permit a indicated in Annexure-I of Tender notice. The Federation also reserves the right to correct any arithmetical or clerical error in the quantity notified and the instalments and the purchaser will have to abide by the corrected figures.
- (iii) The Federation / District Union reserves the right to give turnover to the stocks or to transfer them to any other godown after giving due notice to the purchaser to remain present during the said operations, if he so desires.

## 5. PROCEDURE FOR PAYMENT OF AMOUNT DUE AND DELIVERY OF LEAVES

(A) Since the purchaser has been appointed as such for ..... (indicate number here) lot(s) and is interested in taking lotwise delivery and has applied for permission to execute a single agreement for all the lots, this agreement has been executed in respect of all the said lots. The total of the purchase price of all the lots (excluding tax / cess) covered by this agreement as shown in clause 21 will be treated to be the purchase price for the purpose of this agreement and 1/4<sup>th</sup> of the amount will be the amount of each instalment (excluding Tax / Cess) (Delete if inapplicable).

The purchaser shall make payment in the office of Managing Director of District Union the amount due that is the full purchase price alongwith the tax payable on it on or before the following dates in four equal instalments by bank draft / demand draft of a scheduled bank drawn in favour of Managing Director, Chhattisgarh State Minor Forest Produce (T&D) Co-operative Federation Limited payable at the place mentioned against the District Unions in the **Annexure-VI**.

(Amount in Rs. ....)

| Installment     | Due date of Installment of amount due | Sale Price | Others<br>Ex- Transfer fees, Late fees, Restoration fees etc. | Total<br>(3+4) | Goods and Services Tax |
|-----------------|---------------------------------------|------------|---|----------------|------------------------|
| 1               | 2                                     | 3          | 4   | 5              | 6                      |
| 1 <sup>st</sup> |                                       |            |   |                |                        |
| 2 <sup>nd</sup> |                                       |            |   |                |                        |
| 3 <sup>rd</sup> |                                       |            |   |                |                        |
| 4 <sup>th</sup> |                                       |            |   |                |                        |

The purchaser shall pay the instalment of Income Tax Rs. .... with the payment of every instalment of amount due.

In the event of any subsequent amendments in the Taxes / Cess, Income Tax & other Taxes described above such amended amount, as the case may be, shall be payable by the purchaser. The security deposit paid in accordance with the provisions of the Tender notice or the balance amount, as the case may be, shall be, adjusted in the last instalment in accordance with the provisions contained in para 10 of this agreement subject to satisfaction of Managing Director of District Union.

(B) If the purchaser makes full payment of purchase amount of the lot including all taxes / Cess upto the due date of 1<sup>st</sup> instalment, in that case 2% of purchase amount shall be given as rebate. If the purchaser wants to avail this facility, he shall pay 98% amount of the purchase price along with all due taxes on the purchase price (100%)

- (C) 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.
- (D) (I) The purchaser shall take delivery of the Tendu leaves from godowns as notified in schedule of the Tender Notice and he will bear full expenditure of removing the tender leaves from inside the godown. The delivery of leaves the purchaser shall be made only after the fully payment of the amount due of the instalment with late fee in case of delayed payment, has been made.
- (II) One fourth of the total notified quantity of the lot shall be delivered after the full payment of amount due of each instalment. While giving the delivery no selection of leaf from the lot will be permitted and the delivery will be given from that one side of the stack only from which the delivery has been commenced. (Delete if inapplicable).
- (III) The purchaser will have to remove the entire stock taken delivery of by him from the Federation's godown premises and no sorting out or any other operation will be permitted at the Federation's godown premises or in its close vicinity.
- (IV) (A) If the purchaser wants to take open delivery of the leaves of the lots after full payment of the due amount of I<sup>st</sup> instalment, he shall give an application to this effect to the Chief Conservator of Forests. On an application by the purchaser, the Chief Conservator of Forests shall permit open delivery to the purchaser according to the procedure prescribed by the Federation. One fourth of the total notified quantity of the lot shall be delivered under the open delivery. While giving the delivery, no selection of bags from the lot shall be permitted and the delivery shall be given from that one side of the stack only from which the delivery has been commenced.
- (B) During such delivery, bundles shall be counted after opening each bag in the presence of the purchaser and delivery shall be given after fixing the quantity accordingly and refilling of the bundles in the bags, all the expenditure incurred on such counting, refilling of the bundles in the bags, stitching, stacking etc. will be borne by the purchaser. The purchaser shall have to make payment of such expenditure before transport of these Tendu leaves.
- (i) After actual counting of bundles in this manner, if the quantity found is less by upto Seven and a half percent ( $7\frac{1}{2}\%$ ) of the one-fourth of the total notified quantity of the lot, no deduction shall be made from the notified quantity of the lot and the Tendu leaves of the Ist instalment shall be delivered to the purchaser accordingly. No dispute shall be entertained in respect of such shortage. In such a situation, no rebate in the amount due shall be payable to the purchaser and the balance Tendu leaves will be delivered according to the notified quantity, after payment of amount due, of the remaining instalments. Neither counting of bundles in the bags shall be carried out prior to the delivery of this balance notified quantity nor open delivery of this quantity shall be given.

- (ii) However, after actual counting of bundles in this manner, if the quantity found is less by more than Seven and a half percent ( $7\frac{1}{2}\%$ ) of the one-fourth of the total notified quantity of the lot, then the due amount of the 1st instalment will be amended, after reducing the notified quantity of the lot accordingly and the excess amount deposited by the purchaser shall be adjusted in the following instalment / instalments.
- (iii) After actual counting of bundles in this manner, if the quantity found is more than one-fourth of the total notified quantity of the lot, then the purchaser shall have to pay the purchase price and all taxes etc. due on such excess quantity. The delivery of such excess quantity of Tendu leaves of the 1<sup>st</sup> instalment shall be given only after the payment of such excess amount due.
- (iv) The quantity of the remaining installments shall be amended on the basis of less / excess quantity as per condition No.(ii) & (iii) and the purchaser shall have to make the payment of the amount due of the remaining instalments on the basis of such amended quantity and the delivery of Tendu leaves of the remaining instalments shall be given to the purchaser on the basis of such amended quantity, which he shall have to accept. In no case, open delivery of the leaves of the remaining instalments shall be given after the first instalment.

The decision of the Conservator of forests in respect of the quantity and payable amount calculated according to the para 5(d)(2),B(i),(ii) & (iii) shall be final and binding.

- (E) Subject to provision contained in clause (F) below, on receipt of the delivery order on payment of the instalment, the purchaser shall remove all leaves covered by the delivery order from the godown within 45 days from the due date of payment of instalment or from the date of issue of the delivery order which ever is later, but if he fails to do so, the order of delivery will have to be revalidated by the Managing Director of the District Union.
- (F) The purchaser shall be entitled to remove the tendu leaves purchased by him from the godowns within the contract period only and on the expiry of the contract period, he shall have no right over the balance tendu leaves and such tendu leaves shall be deemed to have become the property of the Federation. However, if the purchaser has paid full purchase price of the lot and his agreement has not been terminated and makes payment of Rs. 10,000/- by way of extension fees and of the godown rent at the rate of Rs. 5/- per actual bag for every month or part thereof from the date of expiry of contract and makes a written application to the Chief Conservator of Forests for grant of permission to remove the tendu leaves, the Chief Conservator of Forests may grant the permission for a period which shall not extend beyond 60 days of the date of expiry of the contract. However, even after the expiry of the 60 days period described above, in special circumstance the Managing Director of the Federation may at his discretion grant an additional period of 30 days to remove the tendu leaves before disposal of such leaves.

## 6. FACILITY OF DELIVERY OF LEAVES AGAINST BANK GUARANTEE

- (a) Subject to the provision contained in para 9(ii) of the Tender notice if the purchaser wants to avail of the facility of taking delivery of leaves against Bank guarantee, then he shall submit bank guarantee equal to 30% of the purchase price, of any scheduled bank in favour of Managing Director of District Union before the payment of Ist instalment falls due. In such a case the leaves will be released as per the following terms and conditions:-
- (i) Bank guarantee shall be valid for a period of 2 months beyond the date of expiry of this contract i.e. upto ..... (date) ..... (month)... ..... (year) and it should have been confirmed by the bank. The guarantee shall be in favour of the Managing Director, District Union.
  - (ii) After confirmation of bank guarantee from the bank, 1/4<sup>th</sup> part of leaves will be released to the purchaser on payment by him of all taxes payable pertaining to I<sup>st</sup> instalment. On payment of Ist instalment alongwith all payable taxes through Bank / demand draft as per condition 7 by the purchaser in accordance with provisions of clause 5, another 1/4<sup>th</sup> part of the leaves will be released to him and likewise on payment of the second instalment, another 1/4<sup>th</sup> part of the leaves will be released to him and so on. (Delete if inapplicable)
- (b) Subject to the provision contained in para 9(ii) of the tender notice if the purchaser wants to avail the facility of taking delivery of Tendu leaves against 100% Bank guarantee, then he shall submit a Bank guarantee equal to 100% of the purchase price, of any scheduled bank in favour of Managing Director of District Union before the payment of Ist instalment, falls due or he can submit a bank guarantee of any scheduled bank in favour of Managing Director of District Union equal to the balance purchase price after payment of all due amount of the first instalment and before the due date of second instalment. In such a case the tendu leaves will be released as per following terms and conditions:-
- (i) Bank guarantee shall be valid for a period of 2 months beyond the the date of expiry of this contract i.e. upto ..... (date) ..... (month) ..... (year), and it should have been confirmed by the bank. The guarantee shall be in favour of the Managing Director, District Union.
  - (ii) After confirmation of bank guarantee from bank and on payment of all taxes on purchase price / balance purchase price through bank / demand draft as per condition 7 the tendu leaves will be released. The purchaser shall make payment of amount of instalment on due dates as per clause 5(a) of agreement.

OR

Since the purchaser has executed this agreement in respect of ..... (indicate number here) lots as per condition 7(iii) of the tender notice, on receipt of confirmation of bank guarantee and on payment of all taxes on purchase price / balance purchase price through



bank / demand draft, the delivery of tendu leaves from the lots / balance lots in serial order indicated in clause 5(IV)(b) will be given.

- (c) (i) In the event of non payment of any instalment on due date, the bank guarantee shall be encashed and till the payment is received late fee thereon at the rate stipulated in clause 5(II) will also be recovered from such encashed amount.
- (ii) The furnishing of the bank guarantee shall not absolve the purchaser of his responsibility or liability for payment of any amount payable to the Federation covered by the Guarantee. The ultimate responsibility for payment of all the amounts due to the Federation, without prejudice to the rights of the Federation for encashment of the Bank guarantee, is that of the purchaser.
- (iii) If the Federation is unable to recover any amount due to it on account of the non encashment of the Bank guarantee for any reason, whatsoever, the amount due shall be payable by the purchaser and on his failure to do so, it shall without prejudice be the right of the Federation regarding encashment of the Bank guarantee be recoverable as an arrear of land revenue from him, as also from any other amount of the purchaser held by the Federation pertaining to this agreement or any other agreement subsisting or that may be executed in future.
- (iv) Non encashment of Bank guarantee for any reason whatsoever resulting in nonpayment of the amount due to the Federation under this agreement shall be deemed to be a specific breach of this agreement on account of which this agreement shall be liable to be terminated and the purchaser blacklisted for a period upto 5 years and action can be taken according to condition no.13 of the purchaser's agreements.
- (v) The Bank guarantee for the purpose of this clause shall be furnished in the form given in Annexure-V enclosed with the Tender Notice.

## 7. 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 as Chhatisgarh Goods and Services Tax (GST), Act 2017 amended from time to time and other Taxes / Cess as per 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.

## 8. ISSUE OF SALE CERTIFICATE

The Federation or an Officer authorized by the Federation or Managing Director District Union shall after giving delivery of Tendu leaves, issue **sale certificate** in prescribed form as Goods & Service Tax (GST) Adhiniyam 2017.

## 9. 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.

## 10. 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 Chief Conservator of Forests 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 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, 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.
- (v) After the adjustment of the security deposit as per sub condition (iv) above, the balance security deposit in terms of bank guarantee / such 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.

## 11. 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.

## 12. 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. 5,00/- (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.

## 13. TERMINATION OF PURCASER'S AGREEMENT

- (I) If the purchaser fails to pay any of the first two installments before due date of the 3<sup>rd</sup> installment or third installment before due date of last installment or the last installment within 15 days of its due date or any other amount due or to comply with any of the provisions of this agreement, the Chief Conservator of Forests may at his discretion 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 tendu leaves in storage in favour of the Federation for which payment has been made.
  - (c)(i) Sell the Tendu leaves in the godown for which amount due has not been paid and undelivered stock of tendu leaves in storage which has been forfeited in favour of the Federation under condition 13(III)(b) and recover the loss. Such loss shall also be recoverable by encashment of the Bank guarantee, if any such guarantee has been furnished by the purchaser under clause 7, as also from sale of such leaf which as been forfeited in favour of the Federation under condition 13(III)(b). Provided if the lot is not resold in the first tender / auction, or the tendu leaves are destroyed due to fire before sanction of resale after issue of order of termination of agreement, loss will be recovered from the purchaser treating the value of the lot as zero, However, if the lot is sold in subsequent tender / auction, the amount of sale price recovered or amount received from insurance claim as such shall be adjustable against balance amount of loss or be refunded to the purchaser as the case may be. However no late fee will be payable to the purchaser on such amount. In event of cancellation of purchaser's agreement the loss to be recovered from the 1st 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) Recover any amount of loss still remaining due as arrears of land revenue.
  - (iii) 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.
  - (d) Recover all cost and expenses incurred for recovering loss.
  - (e) Recover all penalties imposed and compensation assessed not yet paid.
- (IV)(a) If after termination of the agreement but before sale of the leaves, the purchaser pays the entire amount due including late fee, all taxes and cess payable, penalties 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 tendu leaves, will be delivered to the purchaser. The purchaser will have to pay in advance of delivery of leaves, godown rent at the rate indicated in clause 5(V) in case the period of the restored contract extends beyond the original date of expiry of contract period.
- (b) If the purchaser does not want to avail of the facility described in condition no 13(IV)(a) and wants the facility to deposit the balance purchase price in installments, the Managing Director of the Federation may, at his discretion, grant the facility to the purchaser to pay in installments and may revive the above agreement but in such case the purchaser shall make payment with an late fee at the rate of 0.045 percent per day on amount payable including all taxes/cess and penalties from the original date of payment of concerned installment and restoration fee of **Rs. 10,000/-** per lot. On such revival of the agreement, the Managing Director of Federation may at his discretion, specify the date of payment of installments and period of delivery.
- (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 leaves, 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 at the rate of Rs. 5/- per actual bag for every month 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 tendu leaves on a written application by the purchaser.

#### 14. 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.

## **15. 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.

## **16. INSURANCE OF STOCKS**

- (I) After execution of this agreement, Federation will insure the lot/lots upto the limit of its/their purchase price against loss due to following contingencies only viz. fire, lightening, explosion, implosion, impact, air accident, riot, strike, malicious damage and spontaneous combustion.
- (II)(a) If purchaser desires he can:
- (i) Insure the leaves against any other natural or unforeseen calamities like rains, storm, flood, epidemic, earthquake, or for any other contingency at his own cost. The Federation shall not be responsible for damage arising due to these causes and any loss or damage due to these causes will be to the account of the purchaser.
  - (ii) Insure the stocks for a higher amount than the value insured by the Federation at his own cost.
- (b) The purchaser shall inform the Managing Director, District Union, if the stocks are insured by him for higher amount or for loss due to other calamities / causes referred to above.
- (III) Except as provided herein, the Federation will not be responsible for any loss or loss of profit arising due to deterioration, damage or loss of Tendu leaves stored in godowns due to any reason. If there is any loss or damage to the Tendu leaves, the liability of the Federation will be limited to the amount for which it is insured by the Federation i.e. upto the limit of purchase price only, and that too only if the loss has occurred due to fire, lightening, explosion, implosion, impact, air accident, riot, strike, malicious damage and spontaneous combustion i.e. for causes listed in sub clause (I) and further such compensation shall be payable by the Federation only in such situation when the purchase price has been paid to the Federation by the purchaser but the stock has not been taken delivery of by him. The compensation amount shall be paid to the purchaser only on receipt of the same from Insurance Company.

## **17. TRANSPORT OF TENDU LEAVES AND ISSUE OF TRANSPORT PERMIT**

The Purchaser shall not transport Tendu leaves 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.

**18. 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.

**19. 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 Tendu leaves taken delivery of by the purchaser.
- (2) The purchaser shall not export or utilize for manufacture of bidies or otherwise dispose off such Tendu leaves until this charge is fully discharged.

**20. 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.

**21. PARTICULARS OF LOTS PURCHASED BY PURCHASER**

The statement showing the particulars of the lots purchased by the purchaser and rates at which they have been purchased is given below:-

| District Union | Lot No. | Samiti Name | Qty. in Standard Bags | Rate Per Standard Bag | Sale Price | Other Tax<br>Ex- Transfer fees, Late fees, Restoration fees etc. |
|----------------|---------|-------------|-----------------------|-----------------------|------------|--|
| 1              | 2       | 3           | 4                     | 5                     | 6          | 7  |
|                |         |             |                       |                       |            |  |
| <b>Total</b>   |         |             |                       |                       |            |  |

| Goods and Services Tax<br>(6+7) Ref. of T.P total 18% | Total<br>(6+7+8) | Income Tax<br>(6+7+8) to total 5% or<br>Lower Deduction certificate | Total<br>(9+10) |
|---|------------------|---|-----------------|
| 8   | 9                | 10  | 11              |
|   |                  |   |                 |

In witness whereof the Chief Conservator of Forests and **Ex-officio Chief General** Manager of Federation has hereto set his hand and affixed the seal of his office and the purchaser / purchasers above named has / have hereto set his / their respective hand(s) on the day and year first herein above written.

Signed, sealed and delivered by Chief Conservator of Forests and **Ex-officio Chief General** Manager of Federation in presence of following witnesses:-

For and on behalf of  
Governor of Chhattisgarh

**WITNESS:**

- 1. Signature .....
- Name .....
- Full Postal Address .....

.....Chief Conservator of Forest & Ex-officio  
General Manager of Federation

- 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

**(Annexure to Tender Notice No. T.P. (2020) - V Dated 21.07.2020)**

### DEED OF BANK GUARANTEE

**(Condition 9 of Tender Notice)**

In consideration of the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, "VAN DHAN BHAVAN" Sector - 24, Atal Nagar, Raipur (hereinafter called the 'Federation', which expression shall, where the context so admits, include its successors in office), having agreed to exempt Messers/Shri .....

S/o

..... of Village

..... Police Station ..... Post

..... District of ..... State .....

(hereinafter called the 'Purchaser of Kreta, which expression shall, where the context so admits, include his heirs executors, administrators and representatives) from immediate full payment of purchase price for Tendu leaves Lot(s) purchased by him to the extent of Rs..... (Rupees ..... only) in cash (hereinafter called the said amount) and accept in lien there of Bank Guarantee from the purchaser under the terms and conditions contained in the Tender Notice No. (2020) - V Dated 21.07.2020 and the General / other terms and conditions of tender and instructions for Tenderers contained in Annexure-I of Tender notice and the purchaser's agreement dated ..... executed in accordance with condition 7 of the Tender Notice (hereinafter called Purchaser's agreement) for payment of the purchase price by him in installments in accordance with and for fulfillment of the terms and conditions contained in the said Tender Notice and the said purchaser's agreement.

We ..... (hereinafter referred to as Bank which

(indicate the name of Bank)

expression shall, where the context so admits, include their successors and assignees), at the request of the said purchaser do hereby under take to pay to the Managing Director, District Forest Produce Co-operative Union Ltd. And Divisional Forest Officer ..... Division (hereinafter called Managing Director) an amount not exceeding Rs. (in figures) ..... Rs. (in words) ..... Only against the purchase price of lot(s) purchased by the purchaser and any loss or damage caused to or suffered or, would be caused to or suffered by the Federation by reason of any breach by the said purchaser of any of the terms and conditions contained in the said Tender Notice, Purchaser's Agreement or by reason of purchaser's failure to perform the said purchaser's agreement or non observance of any condition of tender notice.

2. We ..... do hereby undertake to pay the amounts due

(indicate the name of Bank)

and payable under this guarantee without any demur and merely on a demand from the Managing Director, District Union stating that the amount claimed is due by way of purchase price of the lot(s) purchased by the purchaser and / or loss or damage caused to or would be caused to or suffered by the Federation by reason of breach by the said purchaser of any of the terms or conditions contained in the said Tender Notice / Purchaser's Agreement or by reason



of purchaser's failure to perform the said purchaser's agreement or non observance of any conditions of tender notice. Any such demand made on the Bank shall be conclusive as regards the amount due and shall be payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (in figures) ..... Rs. (in words)..... Only).

3. We ..... under take to pay to the Managing Director  
(indicate the name of Bank)

any money so demanded not with standing any dispute or disputes raised by the purchaser in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the purchaser shall have no claim against us for making such payment.

4. We ..... further agree that the Guarantee herein  
(indicate the name of Bank)

contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase's Agreement and observance of terms and conditions of Tender Notice and that it shall continue to be enforceable till all the dues of the Federation under or by virtue of the conditions of the said Tender Notice / Purchaser's agreement have been fully paid and its claims satisfied or discharged or till the Managing Director certifies that the terms and conditions of the said Tender Notice / Purchaser's Agreement executed by the said purchaser in favor of the Chief Conservator of Forests ..... circle have been fully and properly carried out by the Purchaser and accordingly discharges this guarantee. Unless demand or claim under this guarantee is made on us in writing on or before ..... (date) .....(month) ..... (year), we shall be discharged from all liability under this guarantee thereafter.

5. We ..... further agree with the Federation/  
(indicate the name of Bank)

Chief Conservator of Forests ..... circle / Managing Director Federation / Chief Conservator of Forests ..... circle / Managing Director Union shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Tender Notice / Purchase's Agreement executed by the purchaser or to extend time for performance by the said purchaser from time to time or to postpone for any time or from time to time exercise of any power exercisable by the Federation / Chief Conservator of Forests ..... Circle / Managing Director Union against the said purchaser and to forebear to enforce any of the terms and conditions relating to the said Tender Notice / Purchaser's Agreement, and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said purchaser or for any forbearance act or omission on the part of the Federation / Chief Conservator of Forest ..... Circle / Managing Director, Union or any indulgence shown by the Federation / Chief Conservator of Forest ..... Circle / Managing Director, Union to the said purchaser of any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the said purchaser.

7. We, ..... lastly undertake not to

(indicate the name of Bank)

revoke this guarantee during its currency except with the previous consent of the Federation / Chief Conservator of Forest ..... Circle / Managing Director, Union in writing.

Dated the ..... Day of..... (month) .....(Year)

Seal of the Bank

(Name & Signature of the Authority  
Issuing Bank Guarantee)  
(Indicate the name of Bank)

Name .....  
Designation .....

**N.B:** Simultaneously with the issuing of this Bank guarantee the Bank has sent separately vide Register A.D. letter No. .... dated ..... Intimation to the Managing Director, District Forest Produce Co-operative Union Ltd. And Division forest officer ..... Division in the form prescribed (sample form enclosed with tender notice) by the Federation that this Bank Guarantee be treated as genuine, for the purpose of the purchaser's agreement

(Name & Signature of the Authority  
Issuing Bank Guarantee)  
(Indicate the name of Bank)

Name .....

Designation .....

(Seal of Bank)

**REGISTERED A.D.**

**Sample form enclosed with Annexure-V of Tender Notice**

Office of the Branch Manager

..... Branch

.....Bank

.....(Floor)

.....(Place)

.....(District)

.....(State)

To,

The Managing Director

District Forest Co-operative Union Ltd. .... and

Divisional Forest Officer,

..... Division

..... Chhattisgarh

Sub:- Issue of Bank guarantee in your favour on account of

M/S/Shri .....

S/o ..... of (Village) .....

(Police Station) ..... (Post office) .....

(District) ..... (State) ..... for

Rs..... (Rupees .....only).

Dear Sir,

I beg to inform you that a Bank Guarantee bearing No .....  
dated ..... for Rs. .... (Rupees

..... only), has been issued by this Bank, in your  
favour on account of M/s / Shri ..... Son of

..... of ..... village  
..... (Police Station) ..... (Post Office)

..... (District) .....  
Of..... (State) .....

For the purpose of guaranteeing the payment of purchase price of Tendu leaves lot(s)  
purchased by the said M/s / Shri .....

2. The aforesaid Bank Guarantee has been issued as required under the terms and conditions of the Tender Notice issued vide Notification No. .... dated ..... by the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation and the Purchaser's Agreement dated ..... Executed in accordance with condition No. 7 of the Tender Notice and shall be valid upto ..... (date) ..... (month) ..... (year).

3. The Bank Guarantee has been drawn in the proforma prescribed by the Federation in the said tender notice and bears the official seal of the Bank. It has been signed by the issuing authority of the Bank.

Thanking you,

Dated:

Yours faithfully  
(Name & Signature of Branch Manager)  
(Seal of Bank)

**Annexure – VI**  
**Notification No. T.P. (2020) - V Dated 21.07.2020**  
**District Union wise place for the payment of Bank Draft**

| <b>S.No.</b> | <b>Name of Distt. Union</b> | <b>Place where the bank draft payable</b> |
|--------------|-----------------------------|---|
| <b>1</b>     | <b>2</b>                    | <b>3</b>                                  |
| 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 – VII

**Notification No. T.P. (2020) - V Dated 21.07.2020**

**(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 / Harra / Gum / Tamarind /  
Chironjee Guthli / Mahua Seed / Lac
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<br>RTGS/ NEFT | UTR No. | Amount | Date | Federation's Bank<br>Name and A/c No.<br>where Amount<br>deposited |
|-------------------------|----------------------------|-----------------------------------|---------|--------|------|--|
| Bank Account<br>No.     | Name of Bank A/c<br>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 – VIII

(Annexure to Tender notice No. T.P. (2020) - V Dated 21.07.2020)

TENDU PATTA TENDER 2020 SEASON  
(C.G.LAGHU VAUPAJ SANGH)

### TENDERER WISE ALLOTMENT LIST (Condition 7 of Tender Notice)

Tender Opening Date: .....

| Permanent<br>Tenderer<br>Number | Tenderer's<br>Name | Tenderer's<br>Purchase<br>Capacity / E.M.D.<br>(In Rs.) | Lot<br>No. | Quantity<br>(In Std.<br>bags) | Sanctioned<br>Rate per Std.<br>Bag<br>(In Rs.) | Total Value of<br>Lot (Rs.) |
|---------------------------------|--------------------|---|------------|-------------------------------|--|-----------------------------|
|                                 |                    |   |            |                               |  |                             |

## Annexure – IX

(Annexure to Tender notice No. T.P. (2020) - V Dated 21.07.2020)

TENDU PATTA TENDER 2020 SEASON  
(C.G.LAGHU VAUPAJ SANGH)

### LIST OF SUCCESSFUL TENDERERS (Condition 7 of Tender Notice)

Tender Opening Date: .....

| S.No. | Permanent Tenderer Number | 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 – X

(Annexure to Tender notice No. T.P (2020) - V Dated 21.07.2020)

TENDU PATTA TENDER 2020 SEASON  
(C.G.LAGHU VAUPAJ SANGH)

### LIST OF UNSUCCESSFUL TENDERERS (Condition 7 of Tender Notice)

Tender Opening Date: .....

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

## Annexure – XI

### Instructions for the Submission of the Online Tender

(Condition 5(III) 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](http://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 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 Signature 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://cgmpfed.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    | G.S.T @ 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 along with 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   |

##### (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   |

(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)

| <b>ID Proof</b> | PAN Card        | <b>Address Proof</b> | Electricity Bill |
|-----------------|-----------------|----------------------|------------------|
|                 | Passport        |                      | Passport         |
|                 | Voter ID        |                      | Voter ID         |
|                 | Driving License |                      | Driving License  |
|                 | Aadhaar Card    |                      | Bank Pass Book   |

(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)

| <b>ID Proof</b> | PAN Card        | <b>Address Proof</b> | Electricity Bill |
|-----------------|-----------------|----------------------|------------------|
|                 | Passport        |                      | Passport         |
|                 | Voter ID        |                      | Voter ID         |
|                 | Driving License |                      | Driving License  |
|                 | Aadhaar Card    |                      | Bank Pass Book   |

The scanned copies of all required documents as above and payment proof of required fees for New Registration and payment proof of required fees for renewal are required to be submitted by the intending tenderer to e-Procurement Technologies Limited (abcProcure). After verification of the above documents the e-Procurement Technologies Limited (abcProcure) will register the Tenderer and inform by the e-mail accordingly.

After obtaining the Digital Signature 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 Signature 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

E.M.D 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 E.M.D, 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. Pankesh Kumar (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. Mandeep Hanspal – 0771 – 4213750

Mr. Anurag Gupta – 0771 – 4213774

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

## Time Schedule

### Annexure – XII

(Annexure to Tender notice No. T.P. (2020) - V Dated 21.07.2020)

**Tender Details for Tendu Patta Season 2020 (Godowned Lots)**

(Condition 5(III) of Tender Notice)

| Tender Detail                                      |   |
|--|---|
| General Detail                                     |   |
| Tender Id :  | System Generated  |
| Tender No :  | T.P. (2020) -V dated 21.07.2020)  |
| Department Name :                                  | Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited   |
| Scope of work :                                    | Sale of Godowned Tendu Leaves of Collection Season 2020<br>(Open for those who registered in Divisional Forest Office under Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964) |
| Tender Details :                                   | Sale of Godowned Tendu Leaves of Collection Season 2020<br>(Open for those who registered in Divisional Forest Office under Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964) |
| Mode of Tender Submission :                        | Online  |
| Tender Type :                                      | Open  |
| Type of Contract :                                 | Sale of Godowned Tendu Leaves   |
| Bidding Type :                                     | National  |
| Consortium :                                       | Not Allowed   |
| Download Tender Documents :                        | Before Login / After Login  |
| Purchaser Location :                               | Any where in India  |
| Key Dates  |   |
| Document Download Start Date & Time :              | 31.07.2020 from 17:00:00  |
| Starting Date & Time of online Tender Submission : | 17.08.2020 from 11:00:00  |
| Last Date & Time of online Tender Submission :     | 20.08.2020 upto 16:00:00  |



|                                       |  |
|---------------------------------------|--|
| Date & Time of Tender opening :       | 20.08.2020 upto 16:10:00 onwards             |
| Bid Validity Period (Days) :          | Till the decision of tender                  |
| Project Duration :                    | As per tender document                       |
| Document to be submitted Physically : | NIL  |
| <b>Tender Activity configuration</b>  |  |
| Mode of EMD payment :                 | <b>Online</b>                                |
| <b>Payment Details</b>                |  |
| EMD Amount :                          | As per tender document                       |
| <b>Details</b>                        |  |
| Eligibility Criteria :                | As per tender document                       |
| General Terms and condition :         | As per tender document                       |
| Other Details :                       | As per tender document                       |
| Product / Service / Works Keywords :  | Sale of Godowned Tendu Leaves of Season 2020 |