



**CHHATTISGARH STATE MINOR FOREST PRODUCE
(TRADING & DEVELOPMENT) CO-OP. FEDERATION LIMITED**

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Notification No. T.P.(2017)-I

Dated : 09.11.2016

ONLINE TENDER NOTICE

**THE ADVANCE SALE OF TENDU LEAVES OF 2017 SEASON TO BE
COLLECTED 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 2017 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.

As per the Government orders the Society will pay the collection charges per standard bag fixed by the Government to the collectors for the Tendu leaves brought from Government lands and Forest lands and purchase price per standard bag fixed by the Government to the private growers at different collection centers (Phads). The green leaves will be handed over to the purchaser appointed for the society on the collection centres only. The treatment, transport and godowning etc. of delivered tendu leaves will be done by the purchaser at his own expenses.

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 XIII including Schedule A and B) may be downloaded from Federation's website www.cgmfpfed.org and from online tender portal <https://cgmfpfed.abcprocure.com> from following mentioned dates.

Tender Round	Date from which tender notice can be downloaded	Starting date of online submission of tender	Last sate of online submission of tender	Date of online opening of tender
First	e-Tender Notice can be downloaded 3 days before starting date	03.12.2016	08.12.2016	08.12.2016
Second		07.01.2017	12.01.2017	12.01.2017
Third		30.01.2017	03.02.2017	03.02.2017

2. DEFINITIONS AND TERMS AND 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.

3. LOTLIST AND CONTRACT PERIOD

Tenders are invited for the purchase of lots of tendu leaves to be collected/purchased by Societies as shown in the lot list (schedule A) and Phad list (Schedule B) appended to this notice, for the contract period ending on 31.03.2018.

4. TENDER FORM ETC

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

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

5. SUBMISSION OF TENDERS

(i) All those tenderers, who have been allotted Permanent Tenderer Number (P.T.N.) either by M.P. State M.F.P. Federation or Chhattisgarh State M.F.P. Federation, which was communicated to them through purchaser appointment order/E.M.D. refund letter, shall mention the P.T.N. in serial number 1 of Form No. 1 of Annexure-II. The tenderers, who have not been allotted a Permanent Tenderer Number (P.T.N.) should mention "Not Allotted" in the space provided for P.T.N.

(ii) 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.

(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://cgmpfed.abcprocure.com> and the online tender can be submitted as per time and date mentioned in time schedule (Annexure XIII).

6. OPENING OF TENDERS

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

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

**Schedule A & B
(Lot list and
Phad list of tendu
leaves)**

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

**ANNEXURE-III
(Tenderer's
Agreement)**

**ANNEXURE-XII
(Instructions for
Submission of
online tender)**

**ANNEXURE-
XIII
(Time Schedule)**

7. EXECUTION OF PURCHASER'S AGREEMENT

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

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

ANNEXURE – XI (List of unsuccessful tenderers)

ANNEXURE – IV (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 IX. The list of successful and unsuccessful tenderers will be available on the Federation website www.cgmfpfed.org in Annexure-X and Annexure-XI 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.

(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. 2000/- by the tenderer. If the 30th/7th day described above is a public holiday, the agreement can be executed on the next working day. The period of 30 days/7days 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 free 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:-

No. of the Installment	Date
Ist	05.10.2017
IInd	21.11.2017
IIIrd	05.01.2018
IVth	20.02.2018

(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 1st 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. TRANSPORT/REMOVAL OF LEAVES

(i) Removal and transportation 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 release the tendu leaves from double lock 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 schedules A and B referred to above and Annexure-VI to XIII (Annexure-VIII will be available in Hindi only) which are annexed to this Tender Notice No. TP(2017)-I dated 09.11.2016 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.

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