

Expression of Interest
For
Empanelment of Buyers for Procurement of Minor Forest Produce (MFP) based
products from Federation

Dated 30/09/2021



Chhattisgarh State Minor Forest Produce (Trading and Development)
Co-operative Federation Limited (CGMFPFED)
"Van Dhan Bhawan", Sector-24, Nava Raipur Atal Nagar
(Chhattisgarh)

CHHATTISGARH STATE MINOR FOREST PRODUCE (TRADING & DEVELOPMENT) CO-OPERATIVE FEDERATION LIMITED

"Van Dhan Bhawan", Sector-24, Nava Raipur Atal Nagar (Chhattisgarh)
Phone: 0771-2513100 to 2513110 | E-mail: mfpfed.cg@nic.in |
Website: <http://www.cgmfpfed.org>

	CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OPERATIVE FEDERATION LTD. VAN DHAN BHAWAN NAVA RAIPUR ATAL NAGAR, PHONE NO. (0771) 2513100 E-mail: mfpfed.cg@nic.in ; Website: www.cgmfpfed.org
क्रं./वनो./संघ/का.द.विप./02/2021	दिनांक 30.09.2021
Expression of Interest (EOI) for Empanelment of Buyers for Procurement of Minor Forest Produce (MFP) based products from Federation	
<p>C.G. MFP Fed. invites proposal in prescribed format from qualified and experienced firms for the captioned services. The selected firms shall be Empaneled as Buyers for Procurement of Minor Forest Produce (MFP) based products from the Federation. The eligibility criteria, terms and condition, tender form etc are set out in the EOI document which can be downloaded from the website www.cgmfpfed.org from 30-09-21. The proposal should be submitted so as to reach the office latest by 3.00 PM of 30-10-2021. Amendment/modification to the Tender document, if any, shall be uploaded in the website only.</p> <p style="text-align: right;">Managing Director</p>	

DATE SHEET

Sr. No	Parameters	Date & Time
1	Issue of EOI document	30-09-2021
2	Pre-Bid Meeting	20-10-2021 at 12:00 hrs
3	Response to Pre-Bid Queries	22-10-2021
4	Submission of Proposal document	30-10-2021 by 03.00 pm
5	Opening of Proposal document	30-10-2021 by 04.00 pm

Note: Applicants are required to submit their pre-bid queries by 18.10.2021. Pre-bid meeting will be organized at VanDhan Bhawan, Sector-24, Nava Raipur Atal Nagar, Raipur (C.G). Any applicant who wish to attend the meeting through VC (online) needs to inform the Federation till 18.10.2021 by 03:00 PM through email (mfpfed.cg@nic.in).

Disclaimer

- i. The information contained in this Expression of Interest ("EOI") document provided to the Applicant(s), by or on behalf of Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd (CGMFPFED) or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
- ii. The purpose of this EOI document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This EOI document does not purport to contain all the information each Applicant may require. This EOI document may not be appropriate for all persons, and it is not possible for CGMFPFED, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Applicant who reads or uses this EOI document.
- iii. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this EOI document and where necessary obtain independent advice from appropriate sources. CGMFPFED, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the EOI document.
- IV. CGMFPFED may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI document or modify it by uploading the same in the website <https://www.cgmfpfed.org/new/contactus.php>

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DEFINITIONS

CGMFPFED	Chhattisgarh State Minor Forest Produce (T&D) Cooperative Federation Limited
"Authority"	Chhattisgarh State Minor Forest Produce (T&D) Cooperative Federation Limited
"Buyer"	Applicant submitting the proposal for this EOI
"MFP "	Minor Forest Produce
"Products"	MFP/Herbal/Agro-processing based products
"Private Agencies/ Firm"	Private sector players/agencies/professionals having legal presence and it is in the business of trading/marketing/processing/selling of Herbal and Forest Produce/Food Processing/ Agro Processing
"Eoi"	Expression of Interest
"Project"	As defined in this document
"Applicant"	Interested bidder/agencies submitting response to this Eoi
"Empanelment"	Enrolment with the Authority of agencies for marketing/selling of MFP based products

1. INTRODUCTION

1.1 Project

Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation herein referred as “**Authority**” is in the process of developing trade & marketing channels to promote the sale of MFP based products manufactured in the designated production units of authorities in Chhattisgarh.

The Authority envisages to engage the private agencies for development of trade and marketing channels for its MFP based products by inviting proposal for empanelment with Authority. The empanelled buyers here in after referred as “**Applicant**” will promote trade and sale of MFP based products under their own brands through their offline and online sales & marketing channels.

1.2 Expression of Interest

Authority invites proposals through this EOI for empanelment of Buyers for procurement of MFP based products from Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation

1.3 Due diligence by Applicants

The Applicants are advised to inform themselves about the Project and the local conditions before submitting the Application

1.4 Procurement of EOI Document

The EOI Document can be downloaded from the official website <https://www.cgmpfed.org>

1.5 Validity of the EOI

The proposals submitted by applicant shall be valid for a period of not less than 120 days.

1.6 Limitation of EOI

This EOI has been issued for empanelment of Buyer which will remain valid for 120 days.

1.7 Brief description of the Empanelment Process

The empanelment process is a single stage process for wherein, interested applicant is required to give presentation on the activities related with MFP products before the authority for empanelment. Authority shall score the applicant and based upon their presentation as per evaluation methodology defined in this EOI. Based on this evaluation, a list of MFP based products wise eligible applicants shall be prepared for empanelment.

1.8 Schedule of Empanelment Process

The Federation would endeavour to adhere to the following schedule

Sr. No	Parameters	Date & Time
1	Issue of EOI document	30-09-2021
2	Pre-Bid meeting	20-10-2021 at 12:00 hrs
3	Response to Pre-Bid Queries	22-10-2021
4	Submission of Proposal document	30-10-2021 by 03.00 pm
5	Opening of Proposal document	30-10-2021 by 04.00 pm

1.9 Communications

All communications including the submission of Proposal should be addressed to:

The Managing Director,

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

Applicant should submit their proposal in the sealed envelope clearly indicating "Proposal for Empanelment of Buyers for procurement of Minor Forest Produce (MFP) based products from Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation" in bold letters on top of the envelope.

2. MINIMUM ELIGIBILITY CRITERIA

- a) The applicant should be a registered company/ legal entity/ society.
- b) The applicant should have requisite licenses/ certificates/ registrations to perform trade/ marketing/ processing of MFP based products listed in Annexure I.

2.1 Technical Eligibility

Applicant should have prior work experience in trading /processing/ marketing/ storage of MFP/ Herbal/ Agro-processing based products having registered office/ processing unit/ warehouse/ wholesale or retail network/ online presence on e-commerce platforms,

OR

Start-up recognized by Department for Promotion of Industries and Internal Trade (DPIIT), Government of India, related to Herbal/ Food Processing/ Agriculture and are willing to start their business in Minor Forest Produce based products' trade/ processing/ marketing.

2.2 Financial Eligibility

The applicant's registered company/ legal entity/ society should have positive Net worth and shall furnish details of the same (As per the format Appendix C),

OR

in case of newly registered entities who do not possess Net worth certificate as of now shall provide Net worth of the promoters/ directors of the registered company/ legal entity/ society,

OR

In case of start-up the promoter's certificate/Individual Net worth shall be considered.

2.3 Supporting Documents for Eligibility Criteria:

- a) Certificate of incorporation and commencement of business or certificate of registration
- b) PAN CARD and GST Certificate
- c) CA certified Net worth Certificate as per Appendix C.

3. SUBMISSION OF APPLICATION

In addition to above mentioned supporting documents, the Applicant shall also submit the following documents

Appendix A	Covering Letter
Appendix B	Details of the Applicant
Appendix C	Financial Capacity along with supporting documents

4. EMPANELMENT PROCESS

- a) The applicants who qualify as per the eligibility criteria will be invited for the presentation.
- b) The agenda for the presentation will be to understand wholesale, retail network of the buyer or their existing capacity to procure and market the product/s
- c) An applicant can be empanelled for one or more MFP based products (as per Annexure I)
- d) Listing of products will be done (Tentative list as per Annexure I) & empanelment for each MFP based product will be done separately
- e) On the basis of marks obtained in the presentation, the eligible applicants will get empaneled for procurement of MFP based products from the Federation
- f) All the applicant shall be scored and ranked based up on their experience and net worth in the trade and marketing of MFP products.
- g) The Undertaking submitted by the empaneled Buyers to procure minimum quantity of MFP based products from the Authority, shall be processed in order of merit and the first (1st) rank holder shall be processed first and respectively.

5. PERIOD OF EMPANELMENT

The applicant shall be empaneled for a period of 3 (Three) years which could be extendable by another 2 (two) years considering past performance, fulfillment of obligations (legal) and the terms & conditions mutually agreed up on between the Authority & Applicant.

The Authority reserves the right to issue a fresh notification anytime including validity duration of this EOI, to invite additional agencies for empanelment. The decision of Authority shall be final and binding to all the applicants submitting their proposal for this EOI.

6. QUANTITY OF SALE

- a) The applicant shall provide the quantity of MFP based products which they want to procure from Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation in one Financial Year (as per Appendix B)
- b) Authority shall undertake to provide the mentioned quantity as per the availability of MFP products
- c) In case of multiple applicants for MFP based products and with limited availability with Authority, the decision shall be taken considering the ranking obtained by the applicant during the evaluation and Authority reserves the right to take a final decision for quantity of sale.
- d) The Authority's decision shall be final and binding to all the applicant while deciding the final quantity of sale.
- e) Tentative list of MFP based products is attached in Annexure I, which is subjected to change as per market demands.
- f) The Authority provides the following options to the Buyer:
 - a. For Bulk Packaging: The Buyer has to arrange for bulk containers for lifting the products from the delivery centers.
 - b. For Retail Packaging: The Buyer who are interested in retail packaging of products has to incur additional cost of providing retail packaging material and labor expenses.

7. PROCUREMENT PRICE

- a) The Authority reserves the right to determine the price of finished product/s for sale and the same will be conveyed to the empaneled buyers before signing the agreement.
- b) The price of MFP based products shall be revised every year by the Authority.
- c) The applicant has to make arrangement for lifting of MFP products from different units of authority on their own cost, Authority shall not provide any transport/cost associated with transportation
- d) All the taxes and statutory charges shall be additional and as applicable.

8. SIGNING OF AGREEMENT

- a) The Authority will sign an agreement on Rs. 100 Non-Judicial stamp paper (cost of stamp paper will be borne by the empaneled buyers) with the empaneled buyers for a

period of One year and the final quantity of sale will also be mentioned in the agreement (new sale agreement will be executed every year as per amended sale price of the products)

- b) **Security Deposit** - the empaneled buyer will have to deposit the performance Bank Guarantee amount in the form of security deposit to ensure proper execution of the agreement. Before signing the agreement with the empaneled buyer, 25% of total order value as security deposit by demand draft/term deposit receipt in favor of "MD CGMFP Fed Raipur" from any commercial bank Payable at Raipur or Bank Guarantee valid for 12 months in favor of "MD CGMFP Fed Raipur".
- c) The Security Deposit may be adjusted against the balance dues (if any) towards the end of the agreement period.
- d) Violation of any Clause(s) of the agreement shall be deemed as violation of Terms and Conditions of EoI. This would result in forfeiture of Security Deposit. Further Buyer may be barred from participating in subsequent empanelment proceedings. Such suspension will be initiated without assigning any reason whatsoever.
- e) **Renewal of Agreement** - Security deposit will be refunded after the end of one year and fresh sale agreement will be executed as per amended sale price and quantity of sale. New Security Deposit based on amended sale price and quantity of sale will be deposited again before signing of the fresh agreement.
- f) Draft Agreement is attached herewith as Annexure II.

9. PROCESS OF SALE

- a) The delivery of the MFP based product will be done on Monthly Basis or as per the Mutual Agreement between the Buyer and the Seller.
- b) The empaneled Buyers will be communicated by the way of e-mail about the location of delivery center, details of the product, contact details of the authorized person at the delivery center of the MFP based product.
- c) The Buyers shall compulsorily provide details of authorized person (Name, ID card number, contact etc.) who would be taking the delivery on behalf of the empaneled Buyer
- d) Federation will certify the quality of the finished products on standard quality parameters along with shelf life of the product before the product is moved out from

the warehouse/production unit. Federation will get the batch certified before the delivery of the product.

- e) The empaneled Buyer who submits an undertaking to procure minimum assured quantity of MFP based product/s from the Federation within a financial year and deposit advance amount for the order with Federation will be given the priority over other empaneled buyers for delivery of the product.
- f) In case multiple buyers are interested for the procurement of the same MFP based product, the capacity of buyer to procure the MFP based product from the Federation will be decided based on the Net worth of the company (or its promoters incase the company is a newly formed entity or Start-up). The federation will decide the quantity of the product which will be sold to the empaneled buyers.
- g) Apart from the Security Deposit, the buyer has to make full payment to the Seller for the requested order before taking the delivery of the product. (Ex: Suppose total order for one financial year is 1200 Quintals, monthly delivery will be of 100 Quintals. The buyer has to make the full payment for 100 Quintals before taking the delivery of the product)
- h) Once the final product has been lifted from the Warehouse/storage facility/production unit it will be sole responsibility of the buyer to ensure proper storage and handling of the products and federation will not be responsible for any deterioration in the product quality once the product moves out of the Warehouse/production unit

10. DELIVERY OF PRODUCTS

- a) The buyer shall make the full payment for the requested order by the way of electronic funds transfer to the Federation before taking the delivery of the product from the delivery center.
- b) It is liability of the empaneled buyer to pay any taxes including GST if any payable. Buyer shall pay, cost of packaging (if any applicable), transportation charges, transit insurance, and loading charges and other incidental expenses incurred for taking delivery at respective delivery center.
- c) The buyer will provide containers for taking delivery of the MFP based products and the same will be delivered unpacked in the given containers after proper weighing of the finished products. Delivery note will be given to Buyer with the details of the product mentioning certification status and shelf life of the product.

-
- d) Any loss of finished products occurring during the transportation /in transit shall be solely buyer's responsibility.

11. LEGAL OBLIGATIONS OF THE PARTIES

- a) In no event will Seller's liability exceed the total amount paid by Buyer to Seller for the total of all the shipments for any cause of action or future claim.
- b) Buyer will acknowledge and agree that Seller is not liable for any special, indirect, consequential, or punitive damages, including but not limited to lost profits and/ or loss of business, arising out of or relating to the agreement in any way.
- c) The seller will not be responsible for any delay in providing the finished products to the buyer due to any unforeseen reasons for which the seller will notify the buyer within 15 days prior to the date of delivery.
- d) The finished products can be sold with different brands as preferred by the buyer and the seller will not be responsible for any legal claims afterwards i.e. once the final product moves out of the Warehouse/storage facility/ production units, the federation will not be liable for any claims related to legal, quality parameters of the product.
- e) Federation shall not be liable for any claims, disputes for the products once they are picked up by the buyer from the production facility
- f) Any license related to packaging, branding, storage, export, and any other certification will be sole responsibility of the buyer
- g) Federation will not be responsible for any license or certificate of the finished good once it gets dispatched from the Warehouse/storage facility/production unit.
- h) The buyer will not use any Brand/ Logo/ Design/ Name of "Chhattisgarh Herbals" or any entity associated with Federation. The buyer is prohibited to use CG Minor Forest Produce Cooperative Federation Limited's Name, Brand, Logo, Design for any product on their branding/ label or marketing channels.

Appendix A

Covering Letter

(On the Letterhead of the Applicant)

To

Date:

The Managing Director (M.D.)

CG State Minor Forest Produce Co-operative Federation Limited

Van Dhan Bhawan Sec-24,

Nava Raipur Atal Nagar, Chhattisgarh

Subject: Empanelment of Buyers for procurement of Minor Forest Produce (MFP) based products from the Federation

Dear Sir,

Being duly authorised to represent and act on behalf of
(hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Name of Applicant) for the captioned Project with the details as per the requirements of the EOI, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from the Proposal Due Date.

It is hereby agreed confirmed -

- a. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed work order.
- b. that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.
- c. that CGMFPFED reserves the right to reject any proposal without assigning any reasons thereof. I/We undertake that all the information furnished by me/us in the proposal is true to the best of me/our knowledge and belief. If any of the information is found to be false on subsequent verification, I/We undertake that I/We may be excluded from the list of empanelled Firms.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant

Appendix B

**Details of Applicant
(On the Letter Head of the Applicant)**

1.

1	Name of Applicant	
2	Address of the registered and corporate office(s)	
3	Status of Company (Public Ltd. / Pvt Ltd / LLP/ Start-up etc.)	
4	Date of incorporation and/or commencement of business	
5	Company Firms Registration no.	
6	Location of Branches/ Warehouses/ Processing or Packaging Units	
7	GST Details	

2. Details of individual(s) who will serve as the point of contact and communication for the Applicant with the Federation:

1	Name	
2	Designation	
3	Company/Firm	
4	Address	
5	Telephone number	
6	E-mail address	
7	Fax number	
8	Mobile number	

Note:

Notarised copies of following documents shall be enclosed:

- i. PAN CARD
- ii. Certificate of incorporation and commencement of business OR certificate of registration

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- iii. Certificate of Recognition from DPIIT in case of Start-up
- iv. Relevant registration certificates/ documents for the firms which are registered on e-commerce platforms and have online presence.
- v. Relevant licenses and certificates for execution of trade/ processing/ marketing/ storage of MFP based products.

3. List of MFP based products for which the applicant is interested to get empanelled.

S. No	MFP based Product from Annexure I	Quantity which the Applicant wishes to procure in one financial year
1		
2		
.		
.		

4. List of proposed MFPs based products which are not provided in the Annexure I, but the empanelled buyer wishes to procure if made available at the production unit by the Federation

S. No	Interested in Potential MFP based Product
1	
2	
.	
.	

5. Experience of the Applicant

1	Experience of working on processing/ storage/ marketing Food/ Herbal/ Agro-processing based Products in India/ Outside OR Certificate of Recognition from DPIIT in case of Start-up	(Name of products and brief description about nature of work including relevant experience certificates, certificate or license to ensure presence of warehouse, processing unit, retail store etc) OR In case of start-up, certificate of recognition from DPIIT shall be submitted.
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Empanelment of Buyers by CGMFPPED

2	Experience of working on E-commerce platform		(Name of Products, E-commerce platform and their details including relevant registration certificates)
3	Any Certifications & Licenses		Shall submit a copy of the same
4	Forward Market Linkages/ Retail Network		The applicant may also provide details of expected orders of MFP based products, supporting documents to ensure existence of retail network may be provided.

Appendix C

Financial Capacity

Name of Applicant Firm

The information regarding the Net worth in the preceding financial years should be provided in the format below:

Particulars	2017-18 (Rs. In Cr.)	2018-19 (Rs. In Cr.)	2019-20 (Rs. In Cr.)	Average Net worth (Rs. In Cr.)
Average Annual Net worth (the "Financial Capacity") in the last 3 financial years of the Applicant firm as per certificate of CA / Statutory Auditor				

Signature of the Authorized Signatory

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (name of bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information is correct.

Signature and Seal of
Chartered Accountants/Statutory Auditors

Note: In case of newly formed entity or Start-ups, Net worth of its promoters shall be provided.

Annexure I:**List of MFP based products for which the applicant wishes to get empanelled****List of Food/ Grocery Products for Wholesale Sale**

S. No.	Product Name	Raw Material	Use	Name of Van Dhan Kendra
1	2	3	4	5
1	Honey	Honey	As food and medicinal product	Kananpendari, Bilaspur, Bodla, Kawardha, Bhanupratappur, Jashpur
2	Cashew Nut	Cashew Fruit	As food product	Bakawand, Jagdalpur
3	Tamarind Bricks	Tamarind	As food product	Ghotia, Jagdalpur and Kondagaon.
4	Tamarind Candy	Tamarind	As food product	Asna, Jagdalpur
5	Tamarind chutney	Tamarind	As food product	Dhuragaon, Jagdalpur
6	Bel Juice	Raw Bel Fruit	As food product	Baronda, Balodabazar
7	Jamun Juice	Raw Jamun Fruit	As food product	Baronda, Balodabazar
8	Mahua Laddu	Mahua Flower	As food product	Kaurinbatha, Rajnadgaon, Dantewada, Kanker
9	Mahua R.T.S.	Mahua Flower	As food product	Kaurinbatha, Rajnadgaon,
10	Chironji Seeds	Chironji Kernels	As food product	Korba and Asna, Jagdalpur
11	Tikhur	Tikhurkand	As food product	Dugli, Dhamtari and Narayanpur

List of Herbal Products for Wholesale Sale

S.No	Product Name	Raw Material	Use	Name of Van Dhan Kendra
1	2	3	4	5
12	Mahavishgarbh Oil	Charota, Satavar, Vidarikand, other 16 types of forest produce and 53 other types of medicinal plants	As a medicine, as a pain reliever (Vaata etc)	Keshodar, Gariyaband

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13	Jyotishmati oil	Malkangani, Apamarga	As a medicine, as a medicine for Vitiligo (Shivatra) disease	Narayanpur
14	Somaraji oil	Karanjbeej, Charota, Amaltash leaves	As a medicine in white spots, leprosy, freckles, itching and other skin diseases	Narayanpur
15	Giloy Churna	Giloy	As a medicine to increase immunity	Kurandi, Jagdalpur
16	Harra churna	Harra	As a medicine for stomach ache, cough etc.	Kurandi, Jagdalpur
17	Kalmegh churna	Kalmegh panchang	As a medicine for diseases like diabetes and fever etc.	Kurandi, Jagdalpur
18	Triphala churna	Harra, Bahera, Amla	As medicine for stomach disease	Donganala, Katghora
19	Madhumeh Nashak Churna	Jamun kernels, Bael leaves, Neem leaves, Harra, Bahera, Amla	As medicine for diabetes,	Donganala, Katghora
20	Sardi khasi nashak churna	Harra	As medicine for cold/ cough	Donganala, Katghora
21	Bilvadi churna	Bael, Dhawai, Harra	As medicine	Donganala, Katghora
22	Safed musli churna	White musli	As medicine for increasing immunity and power booster	Kewchi, Marwahi
23	Chawanprash	Amla, Honey, Cashew, Satavar, White musli, Bahera, Nagarmotha, Vidarikand, Giloy and 10 other type wild medicinal plants	As medicine for increase immunity	Panchakki, Jashpur
24	Vasavaleh	Honey, Adusa	As medicine for cold	Panchakki, Jashpur

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25	Arshohar vati	Harra, Neem fruit	As medicine for the prevention of hemorrhoids	Narayapur
26	Laksha guggulu	Lakh	As medicine for bone fractures and other orthopedics ailments	Narayapur
27	Ajmodadi churna	Harra, Buybidding	As medicine to reduce swelling	Donganala, Katghora

List of Other Products for Wholesale Sale

S.No	Product Name	Raw Material	Use	Name of Van Dhan Kendra
1	2	3	4	5
28	Flower broom	Hillbroom grass	For cleaning	Narayanpur
29	Fork broom/Kanta Jhadu	Grass	For cleaning	Raigarh
30	Mahul Pattaal	Mahul leaves	Disposal plate- Eco friendly	Dharmjaygarh, Surguja, Gariyaband, Balodabazar, Dhamtari, Surajpur, Koriya and Kawardha
31	Mahul dona	Mahul leaves	Disposal plate- Eco friendly	Dharmjaygarh, Surguja, Gariyaband, Balodabazar, Dhamtari, Surajpur, Koriya and Kawardha
32	Madhukam sanitizer	Mahul flower	Hygiene	Panchakki, Jashpur
33	Neem oil	Neem seeds	Pesticide, Antifungal, Cosmetic	Dhuragaon, Jagdalpur
34	Mahua oil	Mahua seed	For Food, Cosmetic	Dhuragaon, Jagdalpur
35	Karanj oil	Karan seed	Pesticide etc.	Dhuragaon, Jagdalpur

Annexure II:

DRAFT EMPANELMENT AGREEMENT

This agreement is executed on this ... day of **September 2021** in the office of Chhattisgarh State Minor Forest Produce Co-operative Federation Limited by and between the **Chhattisgarh State Minor Forest Produce Co-operative Federation Limited**, Van Dhan Bhawan, Sector-24 Nava Raipur, Atal Nagar, RAIPUR (C.G.), registered under Chhattisgarh Cooperative Societies Act, 1960 and acting through its General Manager, here-in-after called the "**Federation**", which expression shall include its assigns and successors.

And

, a company incorporated under Companies Act 1956 (now Companies Act 2013), acting through its Director, <...>, herein after referred as "**Buyer**", which expression shall include its assigns and successors.

Whereas

Buyer is a registered company/ legal entity/ society/ which is already working in processing, trading, storage, retail or wholesale of Food/ Herbal Products. Or;

Buyer has wholesale/ retail network in the State of or/and has online

presence in e-commerce platforms. Or;

Buyer has local presence in Chhattisgarh in terms of processing unit/ warehouse/ registered office/ retail outlet; or should be registered on e-commerce platforms. Or;

Buyer is a Start-up recognized by Department for Promotion of Industries and Internal Trade (DPIIT), Government of India, related to Herbal/ Food Processing/ Agriculture and are willing to start their business in Minor Forest Produce based products marketing.

-----delete whichever is not applicable in the above-----

Federation vide its Expression of Interest ("EOI") Notification No FED... dated **01.12.2020** invited proposal for empanelment of Buyers for procurement of Minor Forest Produce (MFP) based products from the Federation.

Whereas the Buyer submitted its proposal for the aforesaid empanelment, whereby the Buyer represented to the Federation that it has required experience/ willingness and resources/capacity to procure MFP based products from the Federation on the terms and conditions as set forth in the EOI and this agreement;

Whereas the Federation on acceptance of the aforesaid proposals of the Buyer, issued its Letter of Acceptance ("LOA") dated **13.01.2021**.

This Agreement is deemed to commence from the **1st day of September 2021**.

This agreement witnesses as follows:

1. Definition

“Seller”	Chhattisgarh State Minor Forest Produce (T&D) Cooperative Federation Limited
“Buyer”	means empanelled person who buys or agrees to buy goods;
“Contract of Sale”	includes an agreement to sell as well as the sale;
“Action”	includes counterclaim and set-off;
“Delivery”	means voluntary transfer of possession from one person to another.
“Fault”	means a wrongful act or default
“Existing goods”	includes all the minor forest produce based products notified by the Chhattisgarh State Minor Forest Produce (T&D) Cooperative Federation Limited, which are agreed to be severed before sale or under the contract of sale.
“Future Goods”	Any products which is notified by Chhattisgarh State Minor Forest Produce (T&D) Cooperative Federation Limited in addition to the existing product by the seller after the making of the contract of sale.
“Property”	means the general property in goods and not merely a special property.
“Quality of Goods”	includes their state or condition.
“Sale”	includes a bargain and sale as well as a sale and delivery.
“Seller”	means a person who sells or agrees to sell goods.
“Specific Goods”	means goods identified and agreed upon at the time a contract of sale is made.

“Warranty” means an agreement with reference to goods that are the subject of a contract of sale but collateral to the main purpose of the contract, the breach of which gives rise to a claim for damages but not to a right to reject the goods and treat the contract as repudiated

2. SCOPE OF WORK

- i. The buyer has been empaneled for procurement of following MFP based products from the Federation.

S. No	MFP based product/s

- ii. As mentioned in the EoI, Buyer has submitted Net worth details of the registered entity/ promotor/ director and net worth of the Buyer is _____ as on _____

- iii. The Federation has finalized quantity of MFP based products to be procured by the empaneled buyer from designated delivery centers during the agreement period on monthly/ quarterly basis.

S. No	MFP based product	Net quantity to be procured in one financial year	Quantity for procurement on monthly basis

- iv. The price of MFP based products (decided by the Federation and are subjected to change as per procurement rates and cost incurred at processing centers) provided by the Federation as on <Date>:

S. No	MFP based product/s	Price of sale of MFP (Per kg/quintal) GST extra

- v. The Buyer agrees to pay any taxes including GST if payable. The Buyer agrees to pay, cost of packaging (if any applicable), transportation charges, transit insurance, and loading charges and other incidental expenses incurred for taking delivery at respective delivery center.
- vi. Total value of order of procurement of MFP based product based on the Net quantity to be procured in one financial year and price of MFP per unit kg/quintal as on <DATE>

S. No	MFP based product	Net quantity to be procured in one financial year	Price per unit kg/quintal	Total cost of procurement on MFP
Total Value of Order				XXXXXXXX

- vii. The Buyer agrees to provide the Security Deposit as mentioned in EoI. The Security Deposit to be made by the Buyer is 25% of the total value of Order that is.....

In compliance of the condition no 8(b) of the EoI, the Buyer has deposited Security Deposit to the Federation through..... on

- viii. The Federation has warehouses and processing units across the State and depending on the MFP based product, the Federation shall communicate by e-mail to the empaneled Buyer about the details of pickup address, contact person at the delivery center, details of the product mentioning its shelf life.
- ix. The delivery of the MFP based product will be done on monthly/quarterly basis.
- x. Apart from the Security Deposit, the buyer agrees to make full payment to the Seller for the requested order before taking the delivery of the product. (Ex: Suppose total order for one financial year is 1200 Quintals, monthly delivery will be of 100 Quintals. The buyer has to make the full payment for 100 Quintals before taking the delivery of the product)
- xi. Applicant shall deposit the order value amount to the below mentioned bank account details of the Authority.

Bank Account Details

Bank Name	Settlement Account	IFSC Code	Branch Name
ICICI			Civil Lines, Raipur

It is to note the above bank account shall be used for future transactions related with trade and marketing of MFP between authority and empaneled buyer. In case of any dispute arising out of change in the bank account detail authority shall communicate with the applicant clearly mentioned the details of bank account. For the purpose of trade of MFP based products of authority only electronics means of transactions is / are allowed.

- xii. Once the final product has been lifted from the Warehouse/storage facility/production unit it will be sole responsibility of the buyer to ensure proper storage and handling of the products and federation will not be responsible for any deterioration in the product quality once the product moves out of the Warehouse/production unit

3. DELIVERY OF THE FINISHED PRODUCTS

- xiii. It is liability of the empaneled buyer to pay any taxes including GST if payable. Buyer agrees to pay, cost of packaging (if any applicable), transportation charges, transit insurance, and loading charges and other incidental expenses incurred for taking delivery at respective delivery center.
- i. The buyer agrees to provide containers for the MFP based products and the same will be delivered unpacked in the given containers after proper weighing of the finished products through available electronic weighing scale at the delivery center. Delivery note will be given to Buyer with full details of product. The tare weight of the empty containers will be recorded on the electronic weighing scale and after loading the gross weight will be recorded on the same electronic weighing scale and the net weight will be recorded in front of authorized representative at the delivery center
- ii. Any risk of loss/damage for the finished products on transportation will be the buyer's responsibility.
- iii. The Federation will not be responsible for any delay in providing the finished products to the buyer due to any unforeseen reason for which the seller will notify buyer 15 days before the date of delivery.

4. PERIOD OF AGREEMENT

This agreement shall be valid for a period of 12 months from the date of signing of Agreement. New agreement will be executed after one year with amended price of MFP based products.

5. CONFIDENTIALITY

- i. The Buyer shall keep confidential, any information related to this agreement, with the same degree of care as it would treat its own confidential information. The Buyer shall note that the confidential information will be used only for the purposes of this agreement and shall not be disclosed to any third party for any reason what-so-ever.
- ii. The Buyer should not disclose to any other party and keep confidential the terms and conditions of this empanelment agreement, any amendment hereof, and any Attachment or Annexure hereof.

6. LEGAL OBLIGATIONS OF THE FEDERATION

- i. The Federation will certify the quality of the finished products on standard quality parameters along with the shelf life of the product before the product is moved out from the warehouse/production unit. Federation will get the batch certified before the delivery of the product.
- ii. The Federation is not liable for any claims, disputes for the products once they are dispatched from the production facility.
- iii. The Federation will not be responsible for any license or certificate of the finished good once it gets dispatched from the Warehouse/storage facility/production unit.

7. LEGAL OBLIGATIONS OF THE BUYER

- i. The buyer agrees to not utilize any Brand/ Logo/ Design/ Name of "Chhattisgarh Herbals" or any entity associated with it. The buyer is prohibited to use CG Minor Forest Produce Cooperative Federation Limited's Name, Brand, Logo, Design for any product on their branding/ label or marketing channels.
- ii. The Buyer acknowledges and agrees that Seller is not liable for any special, indirect, consequential, or punitive damages, including but not limited to lost profits and/ or loss of business, arising out of or relating to the agreement in any way.
- iii. Any license related to packaging, branding, storage, export, and any other certification will be sole responsibility of the buyer .

8. PENALTY CLAUSE

The Federation reserves the right to impose penalty under following circumstances:

- i. If the buyer commits breach of any of the terms and conditions of this agreement, the Managing Director/ Authorized person of the Federation shall have the power to levy a penalty of Rs. 5,000/- (Five Thousand) for the first instance, Rs 10,000/- (Ten Thousand) for the second instance and Rs 15,000/- (Fifteen Thousand) for the third instance. Further after three instances of breach, any other instance of breach shall lead to forfeiture of the Security Deposit, termination (as per Termination Clause no 9) of the agreement and the empaneled buyer shall be removed from the empanelment list and shall be blacklisted by the Federation.

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- ii. If the Buyer terminates the agreement before aforesaid period of one year or/and denies the procurement of the MFP based product from the Delivery center, the Security Deposit will be forfeited, the empaneled buyer shall be removed from the empanelment list and the organization will be blacklisted by the Federation.

9. TERMINATION CLAUSE

i. Right to Terminate the Agreement:

The Federation reserves the right to cancel the empanelment agreement with the empaneled Buyer and recover expenditure incurred by the Federation under the following circumstances:

- a. When the Buyer does not order (monthly/ quarterly or as decided) products for more than three pre-decided delivery intervals (monthly/ quarterly or as decided).
 - b. If the Buyer commits breach of any of the terms and conditions of the agreement for more than three instances.
 - c. If the Buyer goes into liquidation, voluntarily or otherwise.
- ii. The Federation reserves the right to recover any dues payable by the Buyer from any amount outstanding to the credit of the Buyer, including the pending bills by invoking the Security Deposit under this agreement.
 - iii. Process of Termination: After the occurrence of any of the circumstances mentioned in clause 9(i), the Federation shall serve a notice to the Buyer. The Buyer shall respond to the notice within 15 days from the date of receipt. Upon receipt of response from the Buyer, the Federation shall take decision on Termination.

10. DISPUTE RESOLUTION MECHANISM

- i. The Buyer and the Federation shall endeavor their best to amicably settle all disputes arising out of or in connection with the Agreement in the following manner:
 - a. In case of any disputes relating to procurement of MFP based products by the empaneled Buyer including Clause/ Clauses of the EoI, the matter shall be referred to the Managing Director, CGMFPPED

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- b. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - c. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

11. FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the Buyer or Federation as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the agreement, such as:

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics.
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines, embargos and terrorist attack, public unrest in work area.
- iii. The Buyer or Federation shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

12. LIMITATION OF LIABILITY

The aggregate liability of the Federation to the empaneled Buyer, whether under the Agreement, in tort, or otherwise, shall not exceed the amount of **Total Value of Order** as per the Agreement.

13. INDEMNITY

- i. The Buyer shall execute and furnish to the Federation, a Deed of Indemnity in favor of the Federation, in a form and manner acceptable to Federation, indemnifying Federation from and against any third-party costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the agreement period arising out of:
 - a. failure of the empaneled Buyer to comply with Applicable Laws and applicable permits;
 - b. payment of taxes required to be made by the empaneled Buyer to the Federation; or
 - c. non-payment of amounts due as a result of MFP based products furnished to the empaneled Buyer.

14. CONTINUANCE OF THE AGREEMENT

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties here to shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work, as defined in the EOI, to ensure continuity of operations.

15. CONFLICT OF INTEREST

The Buyer shall disclose to Federation in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Buyer or the Buyer's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

16. SEVERANCE

In the event any provision of the Agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

17. GOVERNING LANGUAGE

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Agreement that are exchanged by parties shall be written in English language only.

18. "NO CLAIM" CERTIFICATE

The Buyer shall not be entitled to make any claim, whatsoever against Federation, under or by virtue of or arising out of, the agreement, nor shall Federation entertain or consider any such claim, if made by the Buyer after it has signed a "No claim" certificate in favor of Federation in such form as shall be required by it after the Agreement period is over.

19. PUBLICITY

The Buyer shall not make or permit to be made a public announcement or media release about any aspect of this Agreement unless the Federation first give its written consent to the Buyer.

20. INTELLECTUAL PROPERTY RIGHTS (IPR)

- i. The Buyer shall not, without prior written consent from Federation, disclose/share/use the bid document, agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Federation, in connection therewith, to any person other than a person employed by the Buyer in the performance of the agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- ii. The Buyer shall not, without prior written consent of Federation, make use of any document or information made available for the project, except for purposes of performing the Agreement.
- iii. The Buyer shall not use the Federation's name or name and addresses of any of its processing units, Brands, taglines or entities of Chhattisgarh Herbals for promotion or advertisement of the MFP based products.

21. GENERAL

- i. Relationship between the Parties**
 - a. Nothing in the Agreement constitutes any fiduciary relationship between the Federation and Buyer Team or any relationship of employer employee, principal and agent, or partnership, between the Federation and Buyer.
 - b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Agreement.
 - c. Federation will not be under any obligation to the implementation of the work of the Buyer's Team except as agreed under the terms of the Agreement.
- ii. No Assignment:** The Buyer shall not transfer any interest, right, benefit or obligation under the agreement without the prior written consent of Federation.
- iii. Survival:** The provisions of the clauses of the Agreement in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Agreement and in relation to confidentiality, the obligations continue to apply unless Federation notifies the Buyer of its release from those obligations.
- iv. Entire Agreement:** The terms and conditions laid down in the EOI and all annexures there to, Response to Pre-bid queries vide Federation's letter No./MFP.....dated....., as also the Proposal/Tender submissions (Technical & Financial) and any attachments/annexes there to shall be read in consonance with and form an integral part of the Agreement. The Agreement supersedes any prior agreement, understanding or representation of the Parties on the subject matter.
- v. Governing Law:** This agreement shall be governed in accordance with the laws of India and the State of Chhattisgarh.
- vi. Jurisdiction of Courts:** The High Court of Chhattisgarh at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Agreement.
- vii. Compliance with Laws:** The Selected Buyer, during the course of performing the agreement, shall comply with the laws in force in India and the State of Chhattisgarh during the duration of the agreement.
- viii. Notices:** A "notice" means:
 - a. notice; or
 - b. Consent, approval or other communication required to be in writing under the Agreement. All notices, requests or consent provided for or permitted to be

given under this Agreement shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

<p>To,</p> <p>The Managing Director,</p> <p>Chhattisgarh State Minor Forest Produce (Trading & Development)</p> <p>Co-operative Federation Limited,</p> <p>"Van Dhan Bhawan", Sector-24,</p> <p>Nava Raipur Atal Nagar (C.G.)</p> <p>Phone: 0771-2513100 to 2513110</p> <p>E-mail: mfpfed.cg@nic.in</p>
<p>To Buyer at:</p> <p>Name</p> <p>Address:</p> <p>[Phone:]</p> <p>[Mobile:]</p> <p>[Email:]</p>

- c. Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

ix. Waiver

- a. Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights.
- b. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision.

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- c. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.
 - x. **Modification:** Any modification of the Agreement shall be in writing and signed by an authorized representative of each Party.
 - xi. **Application:** These General Conditions shall apply to the extent that provisions in other parts of the Agreement do not supersede them.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire and only agreement between the parties hereto and changed or modified in any manner, except by instrument signed by duly authorized officer or representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in English and duplicate, one each shall remain in the possession of each party and each of which shall be deemed to be authentic, to be executed by their respective duly authorized officer or representative as of the day first above written:

PLACE: RAIPUR

DATE: _____

For and on behalf of,

**Chhattisgarh State Minor Forest Produce
(T&D) Cooperative Federation Limited**

For and on Behalf of,

Buyer's Trade Name:

Sign.:

Name:

Designation: **General Manager**

Sign.:

Name:

Designation: **Director**

WITNESSES:

Empanelment of Buyers by CGMFPPED

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____