



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

" Van Dhan Bhawan " Sector -24, Nava Raipur Atal Nagar (Chhattisgarh)

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Notification No. Fed/Processing Work/2023/II

Dated: 06/07/2023

**Tender Notice for Selection of Millet Processing Unit Operational in Chhattisgarh for Processing, Packaging, and Distribution of Millet (Kodo, Kutki and Ragi)**

## INTRODUCTION

Government of Chhattisgarh launched Mission Millet Chhattisgarh in September 2021 to become the Millet Hub of India. Its primary objective is to promote cultivation and consumption of Kodo millet, little millets and Finger millet in the State. Chhattisgarh Minor Forest Produce Co-operative Federation has been appointed as the implementing agency for procurement of millets across the State at MSP and processing of millets in the State.

Under the above Mission the processed Millet shall be provided for various Government programs such as midday meal scheme in schools, millet-based nutrition food in anganwadi centers etc. The millet products will also be supplied in the tribal welfare department's ashrams, schools, hostels, jails, and police lines.

Therefore, E- tenders are invited from the Millet Processing units in chhattisgarh for processing the Millets (Kodo, Kutki and Ragi) procured by CGMFPFED at MSP for the year 2022-23 (1 July 2022 to 30 June 2023). The Bid document (**Annexure-I to Annexure VI with Sections & Schedules**) has been uploaded in the Federations website [www.cgmfpfed.org](http://www.cgmfpfed.org) and online Bid documents can be downloaded from the service provider portal <http://cgmfpfedtenders.abcpocure.com> on the following dates: -

Tender Round	Date from which e-Bid notice can be downloaded	Starting date of online submission of Bid	Last date of online submission of Bid	Date of online opening of Bid
First	14-07-2023	20-07-2023 From 11:00 AM	27-07-2023 Up to 3:00 PM	27-07-2023 3:10 PM onwards
Second	01-08-2023	04-08-2023 From 11:00 AM	11-08-2023 Up to 3:00 PM	11-08-2023 3:10 PM onwards
Third	14-08-2023	16-08-2023 From 11:00 AM	22-08-2023 Up to 3:00 PM	22-08-2023 3:10 PM onwards

## Pre-Bid Meeting

A Pre-Bid Conference shall be held to clarify the issues and to answer questions on any matter, that may be raised at this stage. The date, time and venue of the Pre-Bid Conference shall be:

Details of Pre-Bid Conference	
Date	18-07-2023
Time	11:30 AM
Venue	Vandhan Bhawan, Sector 24, Nava Raipur, Atal Nagar
Pre-Bid Meeting can be attended through virtual / physical mode. Link for joining meeting through virtual mode shall be available on the website <a href="https://www.cgmfpfed.org">https://www.cgmfpfed.org</a>	

1. Online Tender on e-Procurement Portal <https://cgmfpfed.abcprocure.com> as in Annexure – I (Technical Bid) and Annexure - II (Financial Bid) are invited only from Millet Processing Units Operational in Chhattisgarh for Processing, Packaging, and Distribution of Millet (Kodo, Kutki and Ragi) as per the specification given in **Section 1 (B)** by Chhattisgarh State Minor Forest Produce (Trading & Development) Cooperative Federation Limited. **The tentative quantity of Millets to be processed are as follows:**

S. no	Millets to be processed	Quantity (In Quintal)
1.	Kodo	25000
2.	Kutki	1000
3.	Ragi	6000

**\*Specifications and parameters for processing and packaging processed Millet and Machine required for processing Millets are mentioned in Section 1 (B)**

2. Tender notice along with **Section 1 (B), Section 2, Annexure-I, II, III, IV, V and VI** giving detailed specification/ available quantity of Millet to be processed, Godown wise storage Details of Millets etc, can be seen and downloaded from Federation's website [www.cgmfpfed.org](http://www.cgmfpfed.org) and e-Procurement portal <https://cgmfpfedtenders.abcprocure.com> only.
3. (i) Tenders are to be submitted only online in the prescribed Tender Forms only for Technical Bid (Annexure – I) and Financial Bid (Annexure - II).  
  
(ii) The tenderer will propose in Financial Bid the **rate (inclusive of Basic Rate) and G.S.T and Other Taxes (if any should be mentioned) separately as per Annexure II (Form No 1) for Processing and Packaging of Processed Millets.** The bidder shall quote Processing rate per quintal and packaging rate per bag as per Annexure II of the Tender Document.
4. Rate should be clearly mentioned in the Financial Bid in figures only.
5. The bidder can apply for Processing, Packaging and Distribution of Processed Millets across various locations in Chhattisgarh. Specifications and parameters for processing and packaging of processed Millet and Machine required for processing Millets are mentioned in Section 1 (B). Designated destination for delivery at District level across State shall be informed by Federation from time to time. **The Distribution rates shall be as per the rates decided by FCI - Regional Office, Chhattisgarh /Chhattisgarh State Co - Operative Marketing Federation Ltd., from time to time for transportation of Paddy/Rice across State of Chhattisgarh.**
6. The Tenderer shall submit online Technical and Financial Bid in separate Technical Bid Envelope and Financial Bid Envelope respectively mentioned in **Annexure - V**.
7. The tenderer should upload certified photocopies of all the documents required in this tender notice. The tender shall be accepted up to **15.00 hrs. on 27.07.2023** and Bid shall be opened online in this office only at **15.10 hrs. on 27.07.2023** even if it is a public holiday by the duly constituted Committee.
8. Decision of the Managing Director of the Federation to declare any of the tenderer to have or have not qualified in Technical Bid shall be final and binding on the tenderer. Intimation of decision of the competent authority shall be conveyed to the tenderers.
9. Financial Bid of only those tenderers who qualify in the pre-qualification (Eligibility Criteria) shall be opened and financial bid of only those tenderers will be considered for evaluation.

#### 10. Earnest Money Deposit (EMD):

Every Bid shall be accompanied by an Earnest Money Deposit of a sum which shall be as per below table:

S.no	Particular	EMD Amount
1	Processing, Packaging and Distribution of Processed Millets	1,00,000 /- (One Lakh Only)

Earnest Money Deposit (EMD): The tenderer will have to make the online payment of total amount of EMD as shown above. EMD has to be deposited 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 - V**.

The E.M.D. of unsuccessful tenderers will be returned online only in the Bank Account mentioned in the point no. 13 of Form No. 1 **Annexure – I** only. No interest on E.M.D. will be paid in any circumstances. The EMD of successful bidder may be adjusted against performance security or may be returned without interest upon submission of performance security as mentioned in the Tender.

#### 11. Process for filing bid and allotment of Quantity of Millets to be processed:

##### A) Process and Manner of filing bid (For Processing and Packaging of Millets)

The Bidder shall offer Processing Rate per quintal and GST /other applicable Tax / Cess separately in the Bid form no 1 (Annexure - II). The processing cost shall be arrived at by the bidder by using following formula **Processing Cost Quoted by Bidder = Rate arrived at after deducting value of By-products such as husk etc. and the cost of gunny bags in which pre clean Millets were provided by Federation, from the Processing Cost.** The offer must be made showing Processing Rate per quintal and not in lump sum amount. The Price should be quoted in whole rupees.

The minimum quantity bidder is bidding to process should not be less than 5000 Quintal for Kodo Millet. Bids having processing quantity less than 5000 Quintal for Kodo millet shall be disqualified. For Kutu and Ragi there is not minimum quantity criteria. Hence, bidder may quote the quantity accordingly.

##### B) Allotment of quantity of Millet to be processed by successful Bidder as per specification mentioned in Section 1 (B)

The Allotment List for the purpose of allotment of quantity of millet to be processed by each eligible Millet Processing Unit shall be recommended by the designated Technical Committee considering following scenarios and other parameters such as capacity of the bidder to carry out the assigned tasks in terms of plant capacity etc., and the final decision in this regard will be taken by the Federation. Millet processing Unit will be visited and inspected by the authorised representatives of CGMFPFED and if upon visiting the unit any information furnished by the bidder is found to be untrue such bids shall be rejected summarily. The list of Millet processing unit, L1 Processing Rate and quantity of Millet to be processed shall be informed to the Bidder in the format specified in Annexure IV by Federation.

**Scenario 1:** Allotment of quantity of Millet to be processed on the processing Rate Quoted by the Bidder. Bidder shall be ranked L1, L2, L3 and so on in ascending order of the Processing rate per quintal quoted by them in Annexure II (Form 2). The list of successful Bidder shall be prepared on the basis of

Lowest Processing Rate quoted by the Bidder and the Quantity of Millet Bidder is willing to Process over and above the Minimum Quantity for Kodo Millet and other millets to be Processed as specified in the E-Bid Notice.

**Illustration (Scenario 1 and 2 above):**

S. No	Quantity of Millet available for processing (in quintal)	Quantity bidder is willing to process in bid (in quintal)	Order of Priority	Allotment of quantity to be processed
1	25000	10000	L1	Full Quantity
2		13000	L2	Full Quantity
3		9000	L3	2000 Quintal
4		6000	L4	Nil

**Scenario 2:** Allotment of Quantity of Millets to be processed by bidder in scenario where Processing Rate per quintal for millet is matched to L1 Bidder by L2 and L3 Bidder

There will be provision for L2, L3 etc. ranked Bidder to match the Lowest Processing Rate per quintal quoted by L1 Bidder. Once the L2, L3 etc have matched the Processing Rate quoted by the L1 bidder, those bidders who have matched the Rate of L1 allotment of quantity for processing millet shall be prepared as described in Scenario 1. In case the quantity quoted by the bidders exceeds the available quantity of Millets, the allocation quantity to each successful bidder shall be decided by the Technical Committee considering various parameters including but not limited to the scenarios mentioned above.

**(C) Option to Bidders to match the Processing Rate per quintal quoted by the Lowest (L1) bid quoted by the bidder**

As per point 2 (Scenario 2) mentioned above, the Bidder (s) opting to match the Lowest processing Rate per quintal should inform Federation in writing within 7 working days from the date of online opening of Bid through email and hard copy. (No separate communication in this regard shall be done from the Federation.) Scanned copy of the written communication should be emailed to mfpfed.cg@nic.in and the envelope containing hard copy shall be sealed, marked with Bidder's name and labelled as **“SELECTION OF MILLET PROCESSING UNIT OPERATIONAL IN CHHATTISGARH FOR PROCESSING, PACKAGING, AND DISTRIBUTION OF MILLET (KODO, KUTKI AND RAGI)”**

Managing Director,  
Chhattisgarh Minor Forest Produce (T&D) Cooperative Federation Ltd.  
Van Dhan Bhawan, Sector 24,  
Nava Raipur, Atal Nagar  
Chhattisgarh

**12. Eligibility Criteria**

To be eligible for short-listing i.e., opening and evaluation of the Financial Bid, the Bidder shall fulfil the following condition:

S.No	Eligibility Criteria	Supporting Documents to be submitted
I.	Bidder should be owner/operator of operational Millet Processing Unit in chhattisgarh having processing capacity of 1 Ton/per hour Equipped with grading, drying, milling, polishing and colour sorting facility	<ul style="list-style-type: none"> <li>Electricity Bill of last 3 Months prior to the date issue of tender</li> <li>Millet processing Unit Ownership document such as title deeds or Lease document between the owner and bidder operating the millet processing unit</li> <li>CA certificate / Certificate issued by DIC certifying the capacity of the Millet Processing Unit /any other relevant document issued by</li> </ul>

		<p>competent authority in government to be uploaded certifying/confirming the capacity of the Millet Processing Unit</p> <ul style="list-style-type: none"> <li>• FSSAI Licence of the Millet processing Unit</li> <li>• Factory layout with Machine flow diagram</li> <li>• An affidavit stating that the Miller is in possession of all the requisite approvals/licenses/permissions required to be obtained from Central/ State Government under the applicable laws and shall obtain extension of validity for such applicable approvals from time to time to operate and run the Millet Processing Unit</li> </ul>
II.	The bidder should have Sortex Machine of Capacity 1 ton/hour, which can segregate white rice, unpolished rice, and yellow grains etc.	Sortex Machine Purchase certificate/invoice in the name of Millet Processing unit or lease deed with the owner of Sortex Machine with the lease period validity till July 2024
III.	<p><b>The Bidder should have following machines:</b></p> <p><b>Machine:</b> labelling machine, weigh bridge, bag filling and stitching machine, forklift, dust collectors with machines, facility for fumigation of grains, Pest control of the processing area and godown area, separate storage area for fumigants and chemicals storage, facility for truck movement, loading, unloading facility without using hooks in PP bags, facility for covering the stock for fumigation and saving from rain.</p> <p><b>In house laboratory:</b> Calibrated moisture meter and set of sieves of following size: 1 mm, 1.2 mm and 3 mm for impurity verification</p>	<p>For weigh bridge – Certificate issued by Legal Metrology Department</p> <p>Copy of agreement with Licensed Pest Control Agency</p> <p>Calibration Report from Authorised Agency</p>
IV.	<p>Bidder's Millet processing unit should have Minimum storage capacity for raw and finished grains as mentioned below:</p> <p><b>For raw material:</b> 50 tonnes (70% covered warehouse and 30% Plinth area)</p> <p><b>For finished grains:</b> 25 tonnes (100% Covered warehouse only)</p>	Self-Declaration on bidder's letter head confirming the availability of storage facility for raw and finished grains as per the mentioned specifications needs to be Uploaded. It should be duly signed by the authorised signatory with stamp
V.	Bidders should have at least 3 (three) owned/leased vehicles (not less than 10 MTs Capacity) in his/her name /name of company	<ul style="list-style-type: none"> <li>• Self-attested copy of following documents to be uploaded:</li> <li>• Owner book /registration certificate of vehicles registered in the name of the bidder</li> <li>• Up to date Tax token, Fitness certificate of Vehicle</li> <li>• Self-attested photocopy of insurance of Trucks</li> </ul> <p>In case of leased vehicles, along with the above documents copy of lease agreement on stamp paper</p>

		of Rs 100 of leased trucks/vehicles needs to be submitted. The validity of leased period for Trucks should be valid till 31 July 2024
VI.	The bidder should have Positive Net worth as 31 March 2023	Net worth certificate certified by CA having UDIN number needs to be uploaded
VII.	The tenderer must submit the Self-attested non blacklisting certificate indicated that their firm is not blacklisted from any Government Organization.	
VIII.	The tenderer must have latest GST/VAT/Sales Registration certificate.	
IX.	As per section 139A of the Income Tax Act, 1961, enclosing of scanned copy of PAN card is compulsory for the tenderer.	
X.	Enclosing of Scanned copy of Aadhaar Card issued by Unique Identification Authority of India. (UIDAI) is compulsory. Scanned copy of Aadhaar Card of Managing Director of the Company and in case of Partnership firm Aadhaar Card of at least two of Partners required, in case of Hindu Undivided Family (HUF) Aadhaar Card of Karta and one adult family member is to be enclosed.	

### 13. Person Authorised to Submit Bid

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

(ii) The person signing the tender form on behalf of another or on behalf of a Firm shall enclose with the tender form power of attorney or deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other person or the firm, as the case may be in all matters pertaining to the contract. If the person so signing the tender form fails to upload the said power of attorney or partnership deed, his tender shall be liable for summary rejection. The power of attorney should be signed by all the partners in the case of partnership concerns, by the proprietor in case of a proprietary concern and by the person who by his signature can bind company in the case of limited company. In the case of Hindu undivided family, the power of attorney should be signed by the 'Karta' who by his signature can bind the family.

### 14. A bidder shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified. A bidder may be considered to be in conflict of interest with one or more parties in this bidding process, if, including but not limited to:

- They have controlling shareholders in common or
- They receive or have received direct or indirect subsidy from any of them or
- They have the same legal representative for purposes of this bid or
- They have a relationship with each other, directly or through common third parties,

- e) that puts them in a position to have access to information about or influence on the bid of another bidder or
  - f) A bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the party is involved.
  - g) A bidder participated as a consultant in the preparation of the design or technical specification of the contract that is subject of the bid
15. The successful bidder shall furnish a Performance security in form of Bank Guarantee/FDR for an amount equivalent to 5% of contract value, before executing the agreement with the Federation. BG/DD/FDR should be valid till 60 days beyond the period of expiry of Contract/Agreement period in shape of crossed Demand Draft/Pay order/Fixed Deposit Receipt/Bank Guarantee from a commercial bank in favor of **Managing Director” Chhattisgarh State Minor Forest Produce Co-operative Federation Limited, Raipur**, payable at Raipur. The performance security will remain valid till expiry of contract/agreement period. This will be released beyond 60 days after completion of Contract/Agreement period. If the Performance Security is not deposited within the specified time, the LOA will be cancelled, the EMD will be forfeited and the tenderer may be blacklisted for future transactions with Federation by the Managing Director Chhattisgarh MFP Federation, Raipur for a maximum period of 3 years. No interest shall be paid by CG State MFP (T&D) Co-op. Federation on Performance Security.
16. In addition to the above, the successful Bidder will deposit Millet processing security in form of Bank Guarantee/FDR for an amount equivalent to Minimum 50 Ton of Millet value calculated @ Rs 40 per Kg prior to lifting Millet from the Designated Godown. However, if bidder wishes to process more Millet based on its capacity, then Millet processing security equivalent to the quantity of Millet successful bidder wants to process can be lifted by depositing an additional security Deposit in the form of Bank Guarantee/FDR for the difference amount. The bidder will be allowed to lift additional quantity (i.e., above 50 Ton) of Millets he/she wants to process only upon submission of Bank Guarantee equivalent to difference amount which shall be calculated @ Rs 40 per Kg for the additional quantity i.e., Above 50 Ton. For preparing BG/FD the details shall be same as clause 15 above.
17. Any change / corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.

## **18. Evaluation of Tender: Single bidding process is adopted**

### **18.1 Pre-Qualification (Eligibility Criteria as per clause 12 of the Tender Notice)**

- i. Evaluation of Technical Bids to assess their suitability against the laid down parameters in this tender notice
- ii. Tenderers must ensure that they enclose all required supporting documents as documentary Proofs in compliance of Eligibility criteria mentioned in clause 12 of Tender Notice and Annexure I (Form 5) and the technical specifications mentioned in the tender notice. If necessary, the Tenderers may be directed to give a presentation for evaluation by a technical committee constituted for the purpose.
- iii. In case it is not possible to verify compliance of documentary proof for clause 12 (Eligibility Criteria) of Tender Notice and Annexure I (Form 5) due to lack of adequate documents, no reference will be made to tenderer and the bid will not be considered further for evaluation and will be treated as cancelled/disqualified.

### **18.2 Opening of Financial Bid**

- i. The price bids of only those firms, found meeting the laid down specifications in pre-qualification and eligibility criteria shall be opened, evaluated and considered further.
- ii. It is in the tenderers interest to include all relevant and detailed technical data as supporting documents along with their bid.

- iii. The Financial bid will be for the service specified in clause 5 of the tender notice. Following methodology shall be adopted to arrive at L1 Rate: Processing Rate quoted by each bidder for each Millet shall be assigned 90% weightage and, Packaging and labelling charges quoted by each bidder shall be assigned 10% weightage. L1 for each Millet shall be arrived at separately and will be calculated on the bases of method described above.
  - iv. Lowest Financial proposal (L1) shall be declared successful bidder as described in point iii above.
19. The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the tenderer tendering online. The tenderer can obtain the Digital Signature Certificate as per the instructions of step 1 of clause 1 of enclosed Annexure - V.
  - 20. Period of Contract/Agreement:** The contract shall be awarded with the validity of 1 year from the date of signing of the Agreement. The Period of contract shall be initially for a period of One (1) Year effective from the date of signing of Contract/Agreement which can further be extended for a period of another One (1) Year provided the services provided by the Millet processing Unit is found to be satisfactory.
  21. A letter of award shall be issued to the successful tenderer (L1). The Least Cost Selection (L1) system shall be adopted. Lowest Financial proposal (L1) shall be declared successful bidder as per clause 18.2 (iii)
  22. Lowest Rate Bid by L1 if not found to be workable rate, in such situation bid will be rejected and bidding process will be repeated.
  23. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. The Selected bidder shall be the first ranked L1. The L2,L3,L4... Applicant shall be given chance to provide services on L1 rate with the requirements specified and accordingly the Processing quantity for Millets shall be allotted to all the Bidders who have agreed to match L1 rate in writing to Federation, within stipulated lime limit as per clause 11 ( C ) of the Tender Notice.
  24. After opening of Financial bid the Millet processing Units will be visited and inspected by the authorised representatives of CGMFPFED and if upon visiting the unit any information furnished by the bidder is found to be untrue such bids shall be rejected summarily.
  25. The successful tenderer will have to execute agreement between Federation and Successful Tenderer within 10 days from the date of issue of award letter
  26. In order to participate in the tender, the tenderer is required to get registered on the e-Procurement portal (<https://cgmfpfed.abcprocure.com>). Only after online registration of the tenderer, the tenderer shall be allowed to participate in the tenders floated by the C.G.M.F.P Federation using the e-Procurement System. After obtaining the Digital Certificate as mentioned in above S. No. 15 and successfully installed on their system, the tenderer will have to get registered online through “New Bidder Registration” page of the e-Procurement portal (<https://cgmfpfed.abcprocure.com>) and mapped their Digital Certificate.
  27. The Instructions for submission of online tender (Annexure - V) 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 - VI).
  28. The tenderers will have to submit (Upload Scan Copies / fill) his / her offer / credentials online as required in the tender in the online templates in relevant envelopes.
  29. The tenderers may refer User Manual for tenderers available online to perform their online activities. (Annexure V)
  30. The Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited reserves the right to accept / reject any or all the tenders without specifying any reason thereof. He may relax any tender condition.



31. Conditional offer other than on our terms and conditions shall not be accepted.
32. For the interpretation of the tender conditions, the decision of the Managing Director of Chhattisgarh State M.F.P Federation will be final. In case of any clarification, the tenderer may contact the Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, Raipur.
33. All the terms & conditions of this tender notice will be binding on the Bidder/ tenderer.
34. Allocation of quantity to be processed and its distribution to designated Distribution Points (Delivery location) for each successful tenderer shall be at the sole discretion of the Managing Director, Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation Ltd. The proposed supply work may be increased as per need of this office.
35. Any condition other than those mentioned above, shall not be accepted.
36. Any conditional offer shall be rejected summarily.
37. **Acceptance or rejection of offer:** MD, CGMFP reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The successful bidder should submit acceptance letter and execute agreement within 10 days from the date letter of Acceptance (LoA) was issued by Federation.
38. The Managing Director, Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation Ltd. reserves the right to increase or decrease or cancel quantity mentioned in the tender notice or Allotted Quantity at any time without assigning any reason at the risk and cost of the Millet Processing Unit.
39. There will not be any negotiation regarding the rates proposed in the tender form but if the rate quoted by the two or more tenderers is the same, the lowest tenderer will be decided by drawing the lottery after opening of the tenders.
40. The amendments in this tender notice are possible. The amendments will be available on Federation's website [www.cgmfpfed.org](http://www.cgmfpfed.org) and e-Procurement portal <https://cgmfpfedtenders.abcprocure.com> only. The tenderer should regularly view the above website and portal till the opening of financial bid so that he can take the appropriate action according to the amendments.
41. The online e-tender notification is already available on the Federation's website [www.cgmfpfed.org](http://www.cgmfpfed.org) and e-Procurement portal <https://cgmfpfedtenders.abcprocure.com>. Only the entities registered with service provider e-Procurement Technologies Ltd (abcProcure) can bid in the tender.

The above terms and conditions from 1 to 41 are accepted to us and these conditions will constitute the conditions of contract between me/us and Managing Director CG State MFP (T&D) Co-op. Federation, the moment our tender / proposal is accepted, and Work order is issued.

**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.**

MANAGING DIRECTOR

CG State MFP (T& D) Co-op Federation Ltd. Raipur.

## **Section 1 (A)**

### **Specification of Millet Products (Pre-Cleaned)**

(Ref: Clause 5 of the tender notice)

<b>A- Specification for Pre cleaned Millets (Kodo, Kutki and Ragi) which will be provided by Federation to the Millet Processing Unit</b>			
<b>1</b>	<b>Pre- cleaned Grains</b>	<b>Parameter</b>	<b>Values (%)</b>
1.1	Kodo Millet	Moisture content (%)	≤13
		Foreign Matter (%)	<2
		Yellow Grains (%)	<2
		Others	Packed in jute bags (Net wt. 50 kg grain)
1.2	Kutki Millet (Brown)	Moisture content (%)	≤13
		Foreign Matter (%)	<2
		Yellow Grains (%)	<2
		Others	Packed in jute bags (Net wt. 50 kg grain)
1.3	Kutki Millet (Black)	Moisture content (%)	≤13
		Foreign Matter (%)	<2
		Yellow Grains (%)	<2
		Others	Packed in jute bags (Net wt. 50 kg grain)
1.4	Ragi Millet	Moisture content (%)	≤13
		Foreign Matter (%)	<2
		Yellow Grains (%)	Nil
		Others	Packed in jute bags (Net wt. 50 kg grain)

## Section 1 (B)

### **Specification of Millet Products: For Processing, Packaging and Machine**

(Ref: Clause 5 of the tender notice)

<b>A- Specification For Processing of Millets (Kodo, Kutki and Ragi)</b>			
<b>1.</b>	<b>Processed Grain</b>		
1.1	Kodo Rice	Recovery (Polished head rice), %	55
		Degree of polish (%)	5
		Moisture content (%)	≤10
		Broken Rice in head rice (%)	≤2
		Yellow Grains (%)	≤0.2
		Others (%)	Foreign matter including yellow grain ≤0.5
1.2	Kutki Rice (Brown)	Recovery (Polished head rice), %	55
		Degree of polish (%)	5
		Moisture content (%)	≤10
		Broken Rice in head rice (%)	≤2
		Yellow Grains (%)	≤0.2
		Others (%)	Foreign matter including yellow grain ≤0.5
1.3	Kutki Rice (Black)	Recovery (Polished head rice), %	57
		Degree of polish (%)	5
		Moisture content (%)	≤10
		Broken Rice in head rice (%)	≤2
		Yellow Grains (%)	≤0.2
		Others (%)	Foreign matter including yellow grain ≤0.5
1.4	Ragi	Recovery (%)	93
		Moisture content (%)	≤10
		Others	Foreign matter including broken ≤0.5

<b>B- Specification for Packaging of Processed Millets</b>			
<b>3.</b>	<b>Packaging</b>		
3.1	Airtight PP liner Bags	30 kg per bag	As per IS: 14887 (2000)
3.2	Airtight PP liner Bags	5 kg per bag	As per IS: 14887 (2000)
3.3	Labelling and Printing on PP Bags		



## C- Specification of Machines for Processing Millet

### Millet Processing Unit (Machine Specifications)

S. No.	Specifications for Tender	Parameter
1	Minimum processing capacity (per hour)	1 ton/hour Equipped with grading, drying, dehulling, polishing and colour sorting facility
2	Sortex details	Capacity 1 ton/hour, can segregate white rice, unpolished rice, and yellow grains
3	Other machine requirements	Labelling machine, weigh bridge, bag filling and stitching machine, forklift, dust collectors with machines, facility for fumigation of grains, Pest control of the processing area and godown area, separate storage area for fumigants and chemicals storage, facility for truck movement, loading, unloading facility without using hooks in PP bags, facility for covering the stock for fumigation and saving from rain.
4	In house laboratory	Calibrated moisture meter and set of sieves of following size: 1 mm, 1.2 mm and 3 mm for impurity verification
5	Minimum storage capacity for raw and finished grains	For raw material: 50 tonnes (70% Covered warehouse and 30% Plinth area) For finished grains: 25 tonnes (100% Covered warehouse only)

## **Section 2**

### **Location of Designated Godown with Tentative Quantity Details**

S.no	Name of Godown	Name of District Union	Quantity of millets stored in the Godown			
			Kodo	Kutki	Ragi	Total
1	Krishi Upaj Mandi Godown, Kopaguda	Jagdarpur	300	700	1600	2600
2	Makdi Godown	Kaker	700	200	700	1600
3	CWC Raipur	Balodabazaar	20000	60	100	20160
4	CWC Bilaspur	Bilaspur	4000	40	3600	7640
Total			25000	1000	6000	32000

# TENDER FORM (Technical Bid)

CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OP. FED. LTD.

"VAN DHAN BHAWAN " SEC-24, NAVA RAIPUR ATAL NAGAR, PIN CODE -492001 (C.G)

## ANNEXURE – I

### (Form No. 1)

**Subject:-** Technical bid for Selection of Millet Processing Unit Operational in Chhattisgarh for Processing, Packaging, and Distribution of Millet (Kodo, Kutki and Ragi)

1. Tender Notification Number: <b>Fed/Processing Work/2023/II</b>		Round1: 27.07.2023
2. Date of opening of Bid		Round 2: 11.08.2023
		Round 3: 22.08.2023
1.	Status of Tenderer (Select)	Drop Down Menu (INDIVIDUAL, PROPRIETORSHIP FIRM, PARTNERSHIP FIRM, COMPANY, HUF, OTHERS)
2.	(a) Proprietor's Name (In case of Proprietorship Firm) / Name of Karta (In case of HUF)	
	(b) Father's Name / Husband's Name	
3.	<b>Address for Correspondence</b>	
	(a) House No.	
	(b) Street / Location	
	(c) Area / Landmark	
	(d) City	
	(e) District Name	
	(f) State	Selection from Drop down menu (List provided by Federation)
	(g) Pin Code	
4.	Contact No. 1 (Provide STD Code also in case of Landline No.)	
5.	Alternate Contact Nos. (Mobile No.)	
	(a) Contact No. 2	
	(b) Contact No. 3	
6.	Fax No. (Provide STD Code also)	
7.	Alternate E-mail Id	Should be valid E-mail Id
8.	Income Tax P.A.N. (Scanned Copy to be Uploaded)	
9.	Goods and Services Tax Identification Number (GSTIN) (Scanned Copy of certificate of <u>Goods and Services Tax Identification Number to be Uploaded</u> )	

10	Financial capacity i.e., The bidder should have Positive Net worth as 31 March 2023 (Condition 12 (VI) of the Tender Notice, As applicable <b>(Scanned Copy of CA certificate certifying Net worth having UDIN to be Uploaded)</b>						
	<table border="1" data-bbox="397 317 1325 415"> <tr> <th data-bbox="397 317 857 352">Particulars</th> <th data-bbox="857 317 1325 352">As on 31 March 2023 (In Lakh)</th> </tr> <tr> <td data-bbox="397 352 857 415">Net worth (the “Financial Capacity”) as on 31 March 2023</td> <td data-bbox="857 352 1325 415"></td> </tr> </table>			Particulars	As on 31 March 2023 (In Lakh)	Net worth (the “Financial Capacity”) as on 31 March 2023	
Particulars	As on 31 March 2023 (In Lakh)						
Net worth (the “Financial Capacity”) as on 31 March 2023							
11.	Name of the Millet Processing Unit						
12.	Registered Address of the office of the Millet Processing Unit (Condition 12 (I) of the tender notice)						
	(a)	Registered Address of the Millet Processing Unit					
	(b)	Complete addresses of the Millet Processing Unit					
13.	Type of Ownership						
14.	Capacity of the mill (MT/hr)						
15.	Storage capacity of the mill in MTs						
16.	Tenderer's Bank Details for Transactions by Federation						
	(a)	Type of Account	Drop Down Menu (Saving Bank A/c / Current A/c / Cash Credit A/c / Over Draft A/c)				
	(b)	Account Number					
	(c)	Name of Bank and Branch					
	(d)	IFSC Code					
17.	Name of the person signing the tender						
18.	Capacity in which the person is signing the tender (Condition 13 (i) of the tender notice)						

**I / We hereby submit Technical Bid for Processing, Packaging, and Distribution of Millet (Kodo, Kutki and Ragi) as per terms & conditions of the above-mentioned notification of Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited., Raipur which are acceptable to me / us. I / We are aware that while evaluating the bid, if any, of the items mentioned above is not found meeting the requirement of the tender notice, the bid will not be accepted.**

## **E.M.D. Details**

### **(Form No. 2)**

**Total EMD for the services as per clause 10 of tender notice.**

Every Bid shall be accompanied by an Earnest Money Deposit of a sum which shall be as per below table:

S.no	Particulars	EMD Amount for the Tender
1	Processing, Packaging and Distribution of Processed Millets	1,00,000/- (One Lakh Only)

The tenderer will have to make the online payment of total amount of EMD as shown above.



## Acceptance of Undertaking

### (Form No. 3)

<b>1.</b>	I / We undertake to abide by the terms & conditions of tender notice along with Annexures.
<b>2.</b>	I/We undertake that we have all the requisite approvals/licenses/permissions to run and operate the Millet Processing Unit
<b>3.</b>	I / We undertake to lift pre-cleaned Millet from Designated Godowns, and Process and package Millets as per specification mentioned in Section 1 (B) within stipulated time mentioned in the tender notice.
<b>4.</b>	I / We undertake to Distribute processed millets to the designated Distribution points across the State as per the requirement of MFP Federation at the rate decided by FCI (Chhattisgarh Regional Office) / Chhattisgarh State Co - Operative Marketing Federation Ltd., from time to time for transportation of Paddy/Rice across the State of Chhattisgarh
<b>5.</b>	In the event of tender being accepted, we agree to furnish balance Security Deposit /Performance Security within 10 days of dispatch of acceptance of the tender / offer
<b>6.</b>	In the event of tender being accepted, we agree to furnish additional security as per clause 16 of Tender Notice
<b>7.</b>	I / we am / are not black-listed or otherwise debarred from tendering / supplying from any State or Central Govt. Department / Agency / Undertaking.

## **Acceptance of Undertaking**

### **(Form No. 4)**

<b>1.</b>	I / We undertake to abide by the terms & conditions of tender notice along with Annexures.
<b>2.</b>	The proposed rates are valid up to 45 days from the date of opening of Financial Bid but not later than 75 days of the opening of the Technical Bid.

## Documents to be uploaded (Form No. 5)

1.	Scanned copy of PAN Card (Mandatory)
2.	Scanned copy of Aadhaar Card of Managing Director of the Company and in case of Partnership firm Aadhaar Card of at least two of Partners required, in case of Hindu Undivided Family (HUF) Aadhaar Card of Karta and one adult family member is to be enclosed (Mandatory)
3.	Scanned copy of certificate of Goods and Services Tax Identification Number (GSTIN) (Mandatory)
4.	Scanned copy of Partnership Deed (if applicable)
5.	Scanned copy of Certificate of Company Incorporation and List of Latest Directors of Company along with DIN, In case of Limited company Memorandum of Association (MoA) and Article of Association (AoA), (if applicable)
6.	Scanned copy of Power of Attorney /Board Resolution/ letter of Authority for bid submission (If applicable)
7.	Scanned copy of list of family members in case of H.U.F.
8.	<p>Scanned copy of supporting documents as per condition 12 – I mentioned below in one PDF (Mandatory)</p> <ol style="list-style-type: none"> <li>Electricity Bill of last 3 Months prior to the date issue of tender</li> <li>Millet processing Unit Ownership document such as title deeds or Lease document between the owner and bidder operating the millet processing unit</li> <li>CA certificate / Certificate issued by DIC certifying the capacity of the Millet Processing Unit /any other relevant document issued by competent authority in government to be uploaded certifying/confirming the capacity of the Millet Processing Unit</li> <li>FSSAI Licence of the Millet processing Unit</li> <li>Factory layout with Machine flow diagram</li> <li>An affidavit stating that the Miller is in possession of all the requisite approvals/licenses/permissions required to be obtained from Central/ State Government under the applicable laws and shall obtain extension of validity for such applicable approvals from time to time to operate and run the Millet Processing Unit</li> </ol>
9.	Sortex Machine Purchase certificate/invoice in the name of Millet Processing unit or lease deed with the owner of Sortex Machine with the lease period validity till 31 July 2024 as per condition 12 - II (Mandatory)
10.	<p>Following documents to be submitted in one PDF as per condition 12 - III (Mandatory)</p> <ol style="list-style-type: none"> <li>For weigh bridge – Certificate issued by Legal Metrology Department</li> <li>Copy of agreement with Licensed Pest Control Agency</li> <li>Calibration Report from Authorised Agency</li> </ol>
11.	Self-Declaration on bidder's letter head confirming the availability of storage facility for raw and finished grains as per the mentioned specifications needs to be Uploaded. It should be duly signed by the authorised signatory with stamp as per condition 12 - IV (Mandatory)
12.	Net worth certificate certified by CA having UDIN number needs to be uploaded as per condition 12 (VI) (Mandatory)
13.	<p>Following documents to be uploaded in one single PDF as per condition 12 - V (Mandatory)</p> <ul style="list-style-type: none"> <li>Self-attested copy of following documents to be uploaded:</li> <li>Owner book /registration certificate of vehicles registered in the name of the bidder</li> <li>Up to date Tax token, Fitness certificate of Vehicle</li> </ul>

	<ul style="list-style-type: none"> <li>• Self-attested photocopy of insurance of Trucks</li> <li>• In case of leased vehicles, along with the above documents copy of lease agreement on stamp paper of Rs 100 of leased trucks/vehicles needs to be submitted. The validity of Trucks should be valid till 31 July 2024</li> </ul>
<b>14.</b>	The tenderer must submit the Self-attested non blacklisting certificate indicated that their firm is not blacklisted from any Government Organization as per condition 12-VII
<b>15.</b>	CA Certified (with UDIN) P&L statement and Balance Sheet of the tenderer for anyone of the last (3) years (i.e., 2019-20, 2020-21, 2021-22) (Mandatory)
<b>16.</b>	CA Certificate certifying the minimum Annual Turnover of last three financial years (i.e., 2019-20, 2020-21, 2021-22) having UDIN (Mandatory)
<b>17.</b>	Any other relevant Document

## TENDER FORM (Financial Bid)

CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OP. FED. LTD.  
"VAN DHAN BHAWAN " SEC-24, NAVA RAIPUR ATAL NAGAR, PIN CODE -492001 (C.G)

### ANNEXURE – II

#### (Form No. 1)

#### Processing and Packaging of Millets

##### (i) Processing Rate offered by Bidder

\*Minimum Quantity for Kodo to be Processed should be 5000 Quintals or above

S.No	Millets to be processed as Per Section 1	Quantity of Millets Bidder is willing to process (In Quintals)	Processing Rate per Quintal (In Rs.) Exclusive of GST	Applicable GST percentage (%)	Applicable GST (In. Rs.)	Total Value (In Rs.) (Quantity x Rate)
1.	Kodo					
2.	Kutki					
3.	Ragi					

(90% weightage is assigned on Processing Rate per quintal for each Millet- Kodo, Kutki & Ragi individually)

\*Price quoted by the Bidder should be processing charges per quintal and the Minimum Quantity of Kodo Millets (In Quintal) should be at least or more than 5000 Quintals. For Kutki and Ragi there is no minimum quantity. Hence bidder can quote accordingly.

##### (ii) Packaging and labelling Rate offered by Bidder

Packaging Material and labelling and Printing as per specification mentioned in Section 1 (B) point 3	Cost per bag (In Rs) Exclusive of GST	Applicable GST percentage (%)	Applicable GST (In. Rs.)
Airtight PP liner Bags of 30 Kg			
Airtight PP liner Bags of 5 Kg			
Total			

10% weightage on Total i.e., sum of cost per bag for both packing size

Lowest bid (L1) shall be arrived at by adding (90% of weightage assigned to each millet separately +10% of total of cost per bag for both sizes). Lowest bidder shall be selected for each millet separately as per the method mentioned above.

## ANNEXURE - III

**CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OP. FED. LTD. "VAN  
DHAN BHAWAN " SEC-24, NAVA RAIPUR ATAL NAGAR, PIN - 492001**

**Phone: 0771-2513100 to 2513110**

**E-Mail : mfpfed.cg@nic.in**

**Website : www.cgmfpfed.org**

**Notification No. Fed/Processing Work/2023/II**

**Dated: 06/07/2023**

### **TERMS AND CONDITIONS**

#### **MILLET PROCESSING UNIT OPERATIONAL IN CHHATTISGARH FOR PROCESSING, PACKAGING, AND DISTRIBUTION OF MILLET (KODO, KUTKI AND RAGI)**

The following are Terms and Conditions of the Bid, and instructions for the Bidders, and the definitions of the different words and expressions which have been used in the Bid Notice including its annexures.

#### **DEFINITIONS**

The Bid notice includes annexures unless the context otherwise requires.

- I. **"Tender"** shall mean and include Tender Notice, all the Annexures, Sections of the Tender document and Terms and conditions of the agreement/contract
- II. **"Federation/CGMFPFED"** shall mean Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited, Raipur;
- III. **"Bidder"** means, a Registered Firm or legal company who owner/operator of operational Millet processing unit in chhattisgarh having own/leased vehicles for Distribution of Processed Millets
- IV. **"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;
- V. **"Distribution Point/Center/Delivery Location"** means the designated delivery center at District level across Chhattisgarh State where the processed millet shall be delivered by the Millet Processing Unit for further distribution or consumption
- VI. **"Designated Godown"** means storage facility/ warehouse across State where Federation has stocked Millet procured at MSP which are namely, Bilaspur CWS, Raipur CWS, Krishivanopaj Mandi- Kopaguda, Jagdalpur, MFPFED Godown- Makdi Kaker Circle.
- VII. **"Millet Processing"** means conversion of Millet procured at Minimum Price Support Scheme by State Government into processed Millet Products etc. by the Millet Processing Unit as per Specification provided in **Section 1 (B)**
- VIII. **"Managing Director"** shall mean Managing Director, Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited, Raipur
- IX. **"Millet Processing Unit/Miller"** means the Owner/Operator of Millet processing unit of the successful bidder selected through the tender process where the Millet shall be processed into Millet Rice, other Millet Products etc. and shall be responsible for Distribution of Processed Millets at various Distribution Points across Chhattisgarh State
- X. **"MART/Circle"** shall mean the CGMFPFED's NWFP MART located at Raipur, Bilaspur, Durg, Kanker, Jagdalpur and Sarguja
- XI. **"MSP for Millet"** means Minimum Support Price for Millets fixed by Government of Chhattisgarh for procurement of Millet

- XII. **"Divisional Forest Officer"** means, concerned Divisional Forest Officer who is also ex-officio Managing Director of the concerned District Union;
- XIII. **"Government"** means, Government of Chhattisgarh;
- XIV. **"Minimum Quantity of Millets to be Processed"** means, minimum quantity of Kodo Millet to be processed by the Bidder to be mentioned in Annexure II (Form II) against the for Kodo Millet in stock should not be less than 5000 Quintals (Minimum quantity for Kodo Millet to be processed by the bidder should be at least 5000 Quintals or more).
- XV. **"Allocated Quantity of Millets"** means the actual quantity each successful bidder shall be provided for processing, Packaging at L1 rate and allocated quantity shall be arrived at as per process described in clause 10 of the Tender Notice
- XVI. **"Distribution/Transportation Rate"** means the rate at which each successful bidder shall distribute/transport processed millets to Designated Points and such rate shall be fixed as per the rates decided by FCI (Chhattisgarh Regional Office) / Chhattisgarh State Co - Operative Marketing Federation Ltd., from time to time for transportation of Paddy/Rice across the State of Chhattisgarh
- XVII. **"Party"** means Federation or Millet Processing Unit, as the case maybe; and parties means both of them
- XVIII. **"Third Party"** means any person or entity other than the Government, the Federation, and Millet Processing Unit
1. The tenderer shall be deemed to have carefully examined the terms and conditions, specifications, etc. of the services which are to be provided by the Millet Processing Unit. If He/she has any doubt as to the meaning of any portion of the conditions, specifications he may, refer to the Managing Director, Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation Ltd., and get clarification.
  2. The tenderer shall not assign or sub-let his contract or any substantial part thereof to any other agency without the approval of Managing Director, Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation Ltd.
  3. The Managing Director, Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation Ltd. or his duly authorized representative shall at all reasonable time access and examine the materials and workmanship of the processed Millet.
  4. In case, the processed millet is other than of the approved specifications, quality, the same shall have to be replaced immediately by the supplier without extra cost. Further, any expenses or loss caused to M.F.P. Federation shall be on account of the Millet Processing Unit.
  5. **Transportation and processing of Millet (Kodo, Kutki and Ragi):**
    - (i) **Transportation of pre-cleaned Millet (Specification as per Section 1(A)) from Designated Godown to the storage facility at the premises of successful Bidder's Millet Processing Unit**
      - a) For the transportation of pre cleaned Millet from designated Godown to Millet processing unit will be paid as per the rates fixed by the FCI (Chhattisgarh Regional office) / CHHATTISGARH MARKFED. The bags in which pre cleaned millets will be provided to Miller will be retained by the miller and are not to be returned.
      - b) The quantity of Millet lifted by the successful bidder from the Designated Godown will be jointly signed by a representative authorised by the Millet Processing Unit and the Mart Executive of respective District Circle or any official authorised by Federation, from where the millet is being lifted by the Millet Processing Unit.

- c) The Bidder should be well aware of the conditions of road, local situations and distance between designated Godown where pre cleaned Millets (Kodo, Kutki and Ragi) are stored and the Millet processing unit
- d) The bidder shall transport pre cleaned millet as entrusted to him, on monthly basis, from Designated Godown to his/her Millet processing unit
- e) The bidder shall be responsible for loading of pre cleaned Millet from the Designated Godown and unloading of pre cleaned Millet at the Millet Processing Unit at his/her cost.
- f) Standard protection mechanism to be adopted by the successful bidder to protect millet from the damage due to sun light / rain or adverse weather conditions, while transporting the pre cleaned millets from the Designated Godown to their Millet processing unit
- g) Vehicles deployed for transportation of pre cleaned Millet should be exclusively used for transportation of food/grain/paddy, it shall not be used by the successful bidder for transportation of any harmful or hazardous material to Human health
- h) Millet (Kodo/Kutki/Ragi) etc. would be handed over to the successful bidder on the basis of net weight and count of bags hence any damage/loss theft would be borne by the successful bidder
- i) Transportation rate of Millet will be on net weight basis. No remuneration will be paid for weight of bags
- j) Successful bidder shall take adequate insurance policy to cover for transit risk and other related extensions as coverage under insurance policy. Any in -transit damage/pilferage of Millet would be sole responsibility of the successful bidder/Millet Processing Unit.

**(ii) Processing and Packaging of Millet (Kodo, Kutki and Ragi)**

- a) The bidder shall undertake shelling of Millet and convert it into Rice/ other Millet Products including the labour cost
- b) The successful bidder shall be responsible for processing of Millet as per the specification set forth by federation in Section 1 (B)
- c) The successful bidder shall be responsible for the safe custody of Millet from the date of lifting Millet from designated Godown to the date of delivery to the Distribution Point as per agreed recovery of out turn (Recovery percentage) and other specifications mentioned in **Section 1 (B)**
- d) The Successful bidder shall deliver Processed Millet based on the recovery percentage and other specifications as mentioned in, at regular intervals.
- e) Processing target shall be fixed on Monthly basis or as per schedule decided by Federation from time to time
- f) The quantity of Millet to be processed as mentioned in Section 2 must be processed within 8 Months from the date of allotment of quantity to the successful bidder(s). The final schedule for lifting pre cleaned Millet in terms of frequency and timeline for completion of processing shall be finalised by Federation and will be intimated to Successful bidder(s).
- g) The entire quantity of processed Millet delivered by the successful bidder should confirm to the specification laid down in **Section 1 (B)** by Federation.
- h) The Millet Processing unit of successful bidder shall have inhouse lab facility for testing the quality of processed Millets. The Miller will submit day wise batch certificate to the Federation and retain batchwise sample at the facility for the duration of its shelf line which may inspected by authorised representatives of CGMFPPFED.
- i) The Miller must keep and maintain the record of the pre cleaned Millet received, Processed, details of day wise batch Test certificates/reports, Delivery date of processed Millet rice & other Millet products as per the reporting format provided by CGMFPPFED and other relevant documents, and same should be produced at the time of inspection conducted by the authorized representatives of CGMFPPFED.
- j) The Stock of processed Millet shall also be subject to the inspection for quality check and other parameters by authorised representatives of CGMFPPFED.
- k) The Millet Processing unit of successful bidder shall also have a dedicated packaging area



- l) The processed millet should be packaged using the packaging material and size as mentioned in **Section 1 (B)**. All the packaged bags should bear label having Logo and name of CGMFPFED and describing the quantity and name of processed Millet etc. which will be provided by CGMFPFED. Tentative content/details to be Printed on the Packaging bag is specified in Section 1 (B)- (3.3).
  - m) The Millet processing unit of the successful bidder shall have dedicated storage facility for storage of pre-cleaned Millet picked up from Designated Godowns and separate storage space for residue such as husk etc.
  - n) That the Successful bidder shall retain all by-products such as broken, bran, husk etc., derived during the process of millet at his/her Millet Processing Unit. The Processor/Millet Processing Unit shall be responsible to incur expenses and taxes on sale of by-products.
  - o) The entire quantity of Millet rice and other millet products delivered by the Millet Processing Unit should be as per the specifications laid down Section 1 (B). The Millet Processing Unit shall be responsible for safe custody of Millet so lifted from the Designated Godown till the delivery of Processed Millets (rice and other Millet Products) as per specifications mentioned in the Tender Document, up till the **Distribution Points**.
  - p) In case of any embezzlement/loss of Processed Millet CGMFPFED shall be at liberty to launch criminal prosecution against the Millet Processing Unit besides availing other legal remedies in accordance with law. CGMFPFED shall also have the right to recover the cost of Processed Millet from the Millet Processing Unit.
  - q) The Millet Processing Unit shall be responsible for any loss to pre-cleaned/Processed Millet by way of misappropriation/fire/theft/damage/accident etc., he/she shall be charged with the cost of acquisition of Millet + interest @ 12% + incidental charges etc., along with applicable GST.
  - r) The Millet Processing Unit shall take back the Processed Millets (Millet Rice/other Millet Products) not conforming with the specifications as mentioned in the Tender document and replace the same as per the specifications set forth in the Tender Document at its own cost.
  - s) In case the Millet Processing Unit fails to adhere to the processing schedule as per clause 5 A- (ii point no f), interest @ prevalent SBI rates on the amount equivalent to the cost of millet processed less by him will be charged. Also, the penalty, if any, imposed by CGMFPFED due to delayed/non-delivery of processed millet, shall be paid by the Millet Processing Unit.
  - t) **The successful bidder will process Millet (Kodo/Kutki/Ragi) in following Manner**
    - a) Double De-hulling – for Kodo
    - b) De-hulling for Kutki)
    - c) Polisher (for Ragi, Kodo and Kutki)
    - d) Cleaner and Gravity separator: - to remove the broken and send back the un-husked to de huller.
    - e) Color Sorter
    - f) Drying facility for moisture control
    - g) Finished Grain Storage as per specification mentioned in Section 1(B)
    - h) Day wise batch test of processed Millets to be conducted and sample of same to be retained for the duration of its shelf life
    - i) Packaging and labelling as per specification mentioned in Section 1(B)
- (iii) Distribution/Transportation of Processed millet to designated Distribution Points**
- a) The **Distribution/Transportation Rate** in respect of Transportation/Distribution of processed Millet from Millet Processing Unit to designated Distribution Points shall paid by Federation.
  - b) The **Distribution/Transportation Rate** shall be fixed as per the rates decided by FCI (Chhattisgarh Regional Office)/ Chhattisgarh State Co - Operative Marketing Federation Ltd., from time to time for transportation of Paddy/Rice across the State of Chhattisgarh

- c) The bidder shall be responsible for loading of Processed Millet (Millet Rice /Other Millet Products) from the Millet Processing Unit and unloading of Processed Millet (Millet Rice /Other Millet Products) at the Designated Distribution Points at his/her cost.
- d) The frequency of Distribution of Millets to Distribution Points, volume to be transported and time within which Distribution shall be completed and other details may be as decided and by Federation from time to time
- e) Ordinarily, the Federation shall give an advance notice of 48 hours to the Millet Processing Unit, conveying the details mentioned above. However, the Miller may note that exigencies of circumstances may lead to a shorter notice and under no circumstances shall there be any default in providing transportation services by Millet Processing Unit, as requisitioned. The required Vehicles should be promptly deployed at the address of Millet Processing Unit for loading Millet products (Processed Millet) exactly at the time intimated by Federation.
- f) The Millet Processing Unit should be able to deploy adequate number of vehicles for Distribution of Processed Millets as directed by the Official authorised by Federation. Particulars of Vehicles deployed by the Millet Processing Unit such as Vehicle registration number, etc., shall be declared beforehand to the Official authorised by Federation. Particulars of vehicles not declared beforehand shall not be deployed for Distribution. Due to any unforeseen reason if the particulars of deployed vehicle is not declared prior to deployment, same shall be promptly intimated to the Official Appointed by Federation or Federation on the date of deployment in writing /by email and telephonically.
- g) It will be the joint responsibility of the Millet Processing Unit and official authorised by Federation to coordinate and arrange for loading and unloading of Processed Millets on and off the Vehicle through labours
- h) The Millet Processing Unit will collect Challan/ receipt of processed Millets with quantity details from the Distribution Center and hand it over to the representative appointed /authorized by Federation at the Circle Level
- i) Distance notification for Distribution Points for delivery of Millet products shall be issued by Federation.
- j) Breakdown of vehicles or any disruption other than caused by natural calamities shall not be an event of Force Majeure. The Millet Processing Unit shall make alternative arrangements at his/her own cost for delivery of Processed Millets to the Designated Distribution Point.
- k) In the event of failure to deploy vehicles as required by Federation, The Millet Processing Unit shall be liable to pay the difference between the rate paid to the other Distribution /Transportation Agency and the rate payable to the Millet Processing unit as mentioned in 5(iii)- b above. In addition to the above the Millet Processing Unit shall be liable to pay such liquidity damages, which shall be 10% of the service charges paid to hired Distribution/Transportation Agency for the quantity transported by other Distribution/Transportation Agency and will be calculated on the price quoted by the other hired Distribution /Transportation Agency.
- l) Vehicles deployed by Millet Processing Unit shall be driven by drivers with adequate experience. The Miller shall maintain details of drivers engaged by them on par with the know your customer norms adopted by Banks. All documents or records that may be required under applicable statutory provisions to accompany the vehicles during transportation shall be available at all times in the Vehicle. The driver of the vehicle shall, on demand from authorities produce all documents as may be necessary. The Federation shall not be responsible for any lapses by the Miller, who shall at all times keep Federation indemnified in this regard.
- m) Payment shall be made to the Millet Processing Unit within 15 days from the date of Challan /receipt being handed over to the representative appointed /authorized by Federation.
- n) Vehicles deployed by the Millet Processing for transportation of processed Millet from Millet Processing Unit to the Designated Distribution Points/ Center should be exclusively used for

- transportation of food/grain/paddy, it shall not be used for transportation of any harmful or hazardous material to Human health
- o) Frequent delay in delivery in the delivery may lead to cancellation of the contract and the Millet Processing Unit shall not have any claim from CGMFP Federation in this regard
  - p) Millet Processing Unit should comply with such directions as may be issued by CGMFPFED for proper accounting of stocks damaged during transit
  - q) Millet Processing Unit will be responsible for safety of processed Millet from the point of loading (i.e., Millet Processing Unit) in the vehicle till offloading at the Destinated Distribution Points and obtaining receipt of Delivery from the person authorised for taking delivery of processed Millets at the Designated Distribution Point. The Millet Processing Unit should follow standard safety protocols in order to protect Processed Millet from the damage due to sun light / rain or adverse weather conditions.
  - r) Millet (Kodo/Kutki/Ragi) etc. would be handed over to the Millet Processing Unit on the basis of weight and count of bags hence any damage/loss theft would be borne by the Millet Processing Unit.
  - s) Distribution/Transportation rate of Millet will be on net weight basis. No remuneration will be paid for weight of bags
  - t) Millet Processing Unit shall take adequate insurance policy to cover for transit risk and other related extensions as coverage under insurance policy. Any in -transit damage/pilferage of Processed Millet would be sole responsibility of the Millet Processing unit.
  - u) In case of any embezzlement/loss of Processed Millet CGMFPFED shall be at liberty to launch criminal prosecution against the Miller besides availing other legal remedies in accordance with law. CGMFPFED shall also have the right to recover the cost of Processed Millet from the Millet Processing unit.
  - v) The Millet Processing Unit shall be responsible for any loss to precleaned/Processed Millet by way of misappropriation/fire/theft/damage/accident etc., he/she shall be charged with the cost of acquisition of Millet + interest @ 12% + incidental charges etc., along with applicable GST.
6. The successful bidder shall furnish a Performance security in form of Bank Guarantee/FDR for an amount equivalent to 5% of contract value, before executing the agreement with the Federation. BG/DD/FDR should be valid till 60 days beyond the period of expiry of Contract/Agreement period in shape of crossed Demand Draft/Pay order/Fixed Deposit Receipt/Bank Guarantee from a commercial bank in favor of **Managing Director” Chhattisgarh State Minor Forest Produce Co-operative Federation Limited, Raipur**, payable at Raipur. The performance security will remain valid till expiry of contract/agreement period. This will be released beyond 60 days after completion of Contract/Agreement period. The Performance Security shall be refundable after the expiry of contract, subject to proper execution of the contract by the selected bidder. The Federation reserves the right to forfeit the Performance Security in case the selected bidder is unable to perform as per the terms of the contract.
  7. In addition to the above, the successful Bidder will deposit Millet processing security in form of Bank Guarantee/FDR for an amount equivalent to Minimum 50 Ton of Millet value calculated @ Rs 40 per Kg prior to lifting Millet from the Designated Godown. However, if bidder wishes to process more Millet based on its capacity, then Millet processing security equivalent to the quantity of Millet successful bidder wants to process can be lifted by depositing an additional security Deposit in the form of Bank Guarantee/FDR for the difference amount. The bidder will be allowed to lift additional quantity (i.e., above 50 Ton) of Millets he/she wants to process only upon submission of Bank Guarantee equivalent to difference amount which shall be calculated @ Rs 40 per Kg for the additional quantity i.e., Above 50 Ton. For preparing BG the details shall be same as clause 6 above.

8. The cost of damage, if any during Processing and /or Distribution/transportation will be borne by the Millet processing unit.
9. That the Federation do not guarantee any definite volume of work during the period. And, That the Millet Processing Unit shall submit the bills towards payment of Processing charges after completion of the deliver at the designated Distribution Points, duly supported by the relevant documents.
10. **Period of Contract/Agreement:** The contract shall be awarded with the validity of 1 year from the date of signing of the Agreement. The Period of contract shall be initially for a period of One (1) Year effective from the date of signing of Contract/Agreement which can further be extended for a period of another One (1) Year provided the services provided by the Millet processing Unit is found to be satisfactory.
11. **Delay in Service and Liquidated Damages:** In case the Millet Processing Unit fails to adhere to the processing schedule as. per clause 5 A- (ii point no f) and fails to deliver processed Millets as per agreed timeline for delivery of Millet Products to various Distribution Points as communicated by Federation, then interest will be levied on the Miller @ prevalent SBI rates on the amount equivalent to the cost of millet processed less by Millet processing unit will be charged and In case of delay in delivery of processed millets to Designated Delivery Points interest shall be levied on the amount equivalent to the cost of millet of the desired quantity for which delivery to Designated Delivery Points is delayed. Also, the penalty, if any, imposed by CGMFPFED due to delayed/non-delivery of processed millet and Distribution of Millet, shall be paid by the Millet Processing Unit.
12. In case the Millet Processing Unit fails or neglects to observe or perform any of his obligations under the contract/agreement, it shall be lawful for CGMFPFED to forfeit the security after granting due opportunity and get the work executed from some other source at the Millet Processing Unit's risk and cost. In case of any recovery/dues, loss or damage is caused to CGMFPFED's Property, any extra expenditure incurred, or damages suffered by the CGMFPFED, it shall be made good from the amount of Security Deposit/Performance Security furnished by the Millet Processing Unit or in any other manner as per law applicable.  
 Provided that if the losses or damages exceed the amount of security deposit/ Performance Security, CGMFPFED shall be within its right to recover the same in accordance with law.  
 Provided further that if the Millet Processing Unit performs and completes the contracts in all respects and presents a "No Due Certificate" from MD CGMFPFED or any official nominated by MD, CGMFPFED for the purpose, Security Deposit/Performance Security shall be refunded without interest.

### 13. Conflict of Interest

- a. The Miller is required to provide professional, objective and impartial advice and at all times hold the CGMFPFED's interest paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- b. Without limitation on the generality of the foregoing, Miller and any of their affiliates, shall be considered to have a conflict of interest under any of the circumstances set forth below:
  - i. **Conflicting Relationships:** Miller that has a business or family relationship with a member of the CGMFPFED staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the CGMFPFED throughout the selection process and the execution of the Contract.
  - ii. **Conflicting Activities:** Miller or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from services resulting from or directly related to this project.

- iii. Miller has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of CGMFPFED, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to CGMFPFED, immediately. If the Agency fails to disclose said situations and if the CGMFPFED comes to know about any such situation at any time, it may lead to the disqualification of the Miller during bidding process or the termination of its contract during execution of the assignment.
- 14. Delivery of Processed Millet:** The delivery of the Processed Millet shall be deemed to have been completed only after the Processed Millets (Millet Rice/other Millet Products) are delivered to the designated Distribution Point as per the directions of the Federation after necessary weighment, inspection and approval of the quality and quantity in accordance with the prescribed procedure at the cost of the Millet Processing Unit and after the receipt of Delivery challan duly signed by the authorised officer at the designated Distribution Point. The Millet Processing Unit shall take back the Processed Millets (Millet Rice/other Millet Products) not conforming with the specifications as mentioned in the Tender document and replace the same as per the specifications set forth in the Tender Document at its own cost.
- 15. Payment:** Payment shall be made to the Millet processing unit within 15 working days from the date of receipt of duly signed delivery chalan from the designated Distribution Point/Center
- 16. Penalty for use of undue influence:** The Millet Processing unit should undertake that he/she has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of CGMFPFED or otherwise in procuring, the contract or forbearing top do or for having done or for borne to do any act in relation or execution of the contract or any other contracts with the CGMFP for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract in the CGMFP. Any breach of the aforesaid undertaking by the Millet Processing unit or any one employed by him or acting his behalf whether with or without the knowledge the Miller or the commission of any offers by the seller or any one employed or acting on his behalf, as defined in Chapter-IX of the IPC, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the Prevention of Corruption shell entitle CGMFPFED to cancel the contract and all or any other contract with the Millet Processing Unit and recover from the Miller the amount of any loss arising from such cancellation. The decision of CGMFPFED or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Miller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer /employee of CGMFPFED or to any other person in a position to influence any officer /employees of the purchaser for showing any favor in relation to this or any other contract sell render
- 17. Laws Governing the Contracts:** The contracts shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.
- 18. Termination of Contracts:** Time shall be the essence of the contract. CGMFPFED shall have the right to terminate the contract without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part. Breach of contract shall include, but shall not be limited to the following:
  - a. The Miller stops providing services for 2 (Two) days when no stoppage of service is shown on the Schedule and the stoppage has not been authorized by CGMFPFED,
  - b. The delivery of the Processed Millet/Millet products is delayed for causes not attributed to Force Majeure after the scheduled date of delivery or date of delivery as directed by federation.
  - c. If the Miller fails to perform any other obligation(s) under the Contract; or
  - d. The Miller goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- e. The delivery material is delayed due to causes of Force Majeure by more than reasonable time.
- f. Millet Processed by the Millet Processing Unit should strictly confirm to the specifications as mentioned in the Tender Document.

Notwithstanding the above, CGMFPFED may terminate the Contract for any reasons of quality of services; reduction in requirements or for any other reasons whatsoever. If the Contract is terminated the Miller shall stop services immediately. In the event the CGMFPFED terminates the Contract in whole or in part, the CGMFPFED may appoint, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the CGMFPFED for any excess costs for such similar Goods. If the Bidder fails to reimburse CGMFPFED or such excess costs within a reasonable period, CGMFPFED may have recourse to the Performance Security. However, the Bidder shall continue performance of the Contract to the extent not terminated.

**19. Payment Upon termination:** If the Contract is terminated because of a breach of Contract by the Miller, CGMFPFED shall process payments due to the Bidder less all eligible deductions as applicable. If the total amount due to the CGMFPFED exceeds any payment due to the Bidder, the difference shall be a debt payable by the Bidder to the CGMFPFED.

**20. Cancellation of Agreement:**

20.1 The Miller, if breaches any condition or clause of the agreement CGMFPFED is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.

20.2 If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of procurement of Millet is stopped or revised or modified by CGMFPFED then the agreement will automatically come to an end or partly continues for which successful bidder is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against CGMFPFED.

**21. Volume of Work**

No definite volume of work to be performed can be guaranteed during the currency of the contract. The Contract, if any, which may arise from this agreement, shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the Millet Processing Unit and as given in the annexure to this tender. It should be clearly understood that no guarantee is given on the volume of work.

**22. Settlement of Disputes**

22.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 22.3

22.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**22.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon the Managing Director CGMFPFED, for amicable settlement, and upon such reference, the said persons shall meet no later than 5 (Five) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 5(five) day period or the Dispute is not amicably settled within 10 (ten) days of the meeting or the Dispute is not resolved as evidenced by the signing of written

terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 21.2 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 22.4

## **22.4 Arbitration**

### **22.4.1 Procedure:**

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration i.e., three-member Committee appointed by Federation, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (“Arbitration Act”).

### **22.4.2 Place of Arbitration:**

The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

### **22.4.3 English Language:**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### **22.4.4 Enforcement of Award:**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

### **22.4.5 Performance during Dispute Resolution:**

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

## **23. Force Majeure**

- a) Force Majeure is herein defined as any cause, which is beyond the control of the Selected Institutional Agency 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 contract, such as:
- b) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- c) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- d) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder 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. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

24. All legal proceedings, if necessity arises to initiate by any of the parties Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation Ltd. or Millet Processing Unit shall have to be lodged in Courts situated in Raipur.

## **25. Miscellaneous**

### **i. Amendment**

This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each Party. Any Products, services and/or other items provided or performed pursuant to any type of amendment shall be deemed provided and/or performed based on all applicable provisions of this Agreement. Any Exhibits attached to this Agreement form an integral part of this Agreement and are incorporated in this Agreement by reference.

### **ii. Assignment**

Neither Party may assign this Agreement to a third party without the consent of the other expressed in writing.

### **iii. Entire Agreement**

This Agreement, including any exhibits and schedules hereto, contains the entire agreement and understanding between the Parties, and supersedes any and all prior agreements, arrangements and understandings, relating to the subject matter hereof. There are no written or oral agreements, understandings, representations or warranties between the Parties other than those set forth or referred to in this Agreement. No supplement, amendment, alteration, modification or waiver of this Agreement shall be binding unless agreed to in writing by the Parties.

### **iv. Independent Relationship**

This Agreement does not constitute a Party as the legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other, unless otherwise specifically agreed upon in writing in this Agreement or any later agreement

### **v. Severability:**

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance (other than a term, covenant, condition or application which affects the essence of this Agreement) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to those persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the complete extent permitted by law.

### **vi. Waiver**

No waiver of any term, provision or condition of this Agreement shall be effective unless in writing, signed by the Party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement, unless specifically so stated in such written waiver.

### **vii. INDEMNITY**

The Successful Bidder shall defend, indemnify and hold CGMFPFED harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Successful Bidder or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

**We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 25 of the above Tender document**



## **Annexure – IV**

**(Annexure to e-Bid notice No./Fed/ Processing Work/2023/I Dated 21.06.2023)**

### **BIDDER WISE ALLOTMENT LIST**

(Condition 11 of Bid Notice)

Bid Opening Date : .....

S. n o	Bidder's Name	Details of Millets to be processed	Allotted Quantity (In Quintals)	Processing Rate per Quintals (Exclusive of GST)	Applicable GST rate	Total Value (In Rs.)
	A	B	C	D	E	F=CXD
1		Kodo-				
		Kutki-				
		Ragi-				
2		Kodo-				
		Kutki-				
		Ragi-				

## **Annexure – V**

### **Instructions for the Submission of the Online Tender**

(Ref: Clause 19 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://cgmpfedtenders.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://cgmpfedtenders.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 (e.g., 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://cgmpfedtenders.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	Service Tax @ 18%	Total Amount
1.	Online Registration (Valid for One Year)	Rs. 500/-	Rs. 90/-	Rs. 590/-

**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 Passbook

(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 Passbook

(ii) **Any one of the Organization proofs issued by Government** (Attested by authorized signatory of Organization along with 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 Passbook

(e) **Others –**

(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 Passbook

**(ii) Any other relevant documents-**

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://cgmpfedtenders.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 informed 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**

**Technical Bid Envelope (Folder)**

1. Filling of Tenderer’s Information - Form No. 1 of Annexure – 1
2. E.M.D. Details – Form No. 2 of Annexure – 1
3. Acceptance of Undertaking - Form No. 3 of Annexure – 1
4. Documents to be uploaded - Form No. 4 of Annexure – 1

**Financial Bid Envelope (Folder)**

1. Rate Offer – Form No. 1 of Annexure – 2
2. Acceptance of Undertaking - Form No. 2 of Annexure – 2

**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: -

#### **Important Note for Bidders for New E-Tendering portal**

abcProcure (M/s. e-Procurement Technologies Ltd.) is conducting e-Tenders for Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited (**CGMFPFED**) for sale of various Minor Forest Produces and for Procurement of various Goods, Services and works. It is to herewith inform to all existing bidders who are registered on <https://cgmfpled.abcprocure.com> that abcProcure (M/s. e-Procurement Technologies Ltd.) is introducing new e-Tender Portal for foresaid tendering activities for CGMFPFED.

For introducing the new e-Tender portal, Training was scheduled whole month round in Mar. 2022.

It is to inform all the existing bidders that abcProcure (M/s. e-Procurement Technologies Ltd.), has shared with you your Log-IN ID, New Password for new portal (<https://cgmfpledenders.abcprocure.com>) on your registered email ID on 16.03.2022. All existing Bidders registered on <https://cgmfpled.abcprocure.com> shall use Log-In and new Password shared over email on 16.03.2022 to login on new e-Tendering portal i.e., <https://cgmfpledenders.abcprocure.com>.

After logging in on new e-Tendering portal, bidders are mandatorily required to change their password and attach DSC. Once DSC is attached, bidders are required to get it verified from abcProcure (M/s. e-Procurement Technologies Ltd.) by getting in touch with DSC verification Team reachable on +91-9099090830 / +91-6353217080 and [info@AbcProcure.com](mailto:info@AbcProcure.com).

Further, All the bidders are issued new e-Wallet / Virtual Account for remitting EMD in new e-Tender portal which has been shared on your registered E-Mail ID on 10.03.2022. Bidders are required to use the same e-Wallet / Virtual account for remitting payment by NEFT/RTGS for e-Tender which are floated on new e-Tendering portal i.e., <https://cgmfpledenders.abcprocure.com>. Bidders are strongly requested to not to use their current/ existing e-Wallet / Virtual account for new e-Tender portal. The same is applicable for old e-Tendering portal only and not valid for new e-Tendering portal. Please take strong note of this.

Bidders can download Bidder Manual to get familiar with the new portal from <https://cgmfpledenders.abcprocure.com/EPROC/ajaxcall/downloadfile/23/577>

**For New Registration/DSC Support/Profile Approval, please call or write on:**

Cell Number: +91-9099090830 / +91-6353217080

e-mail at: info@AbcProcure.com

**Call/write for e-Tender Submission / e-Auction Bid Support:**

Phone Numbers: +91-79 6813 6854/50/48/49

Cell Number: +91-9374519729 / 9904406300 / 9510812971

Write by e-mail at: Support@AbcProcure.com

**Call/write for e-Payment Related Queries:**

Phone Numbers: +91-9374519729 / 9081000427

Write by e-mail at: Payment@eptl.in

**Office Hours:**

**Monday to Friday - 10:00AM to 07:00PM**

**1st,3rd & 5th Saturday -10:00AM to 06:00PM**

**2nd & 4th Saturday - Holiday**

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

<u>Mr. Shivam Shekhar</u>	<u>– 7077102017</u>
<u>Ms. Shubhangi Gupta</u>	<u>– 9993822514</u>

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



## **Time Schedule**

### **Annexure – VI**

(Annexure to Tender Notice No. Fed/Processing Work/2023/II

Dated: 06/07/2023)

### **Tender Details for Selection of Millet Processing Unit Operational in Chhattisgarh for Processing, Packaging, and Distribution of Millet (Kodo, Kutki and Ragi)**

<b>Tender Detail</b>	
<b>General Detail</b>	
Tender Id:	<b>System Generated</b>
Tender No:	<b>Fed/Processing Work/2023/II      Dated 06/07/2023</b>
Department Name:	Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited
Scope of work:	Selection of Millet Processing Unit Operational in Chhattisgarh for Processing, Packaging, and Distribution of Millet (Kodo, Kutki and Ragi)
Tender Details:	Selection of Millet Processing Unit Operational in Chhattisgarh for Processing, Packaging, and Distribution of Millet (Kodo, Kutki and Ragi)
Mode of Tender Submission:	Online
Tender Type:	Open
Type of Contract:	Selection of Millet Processing Unit Operational in Chhattisgarh for Processing, Packaging, and Distribution of Millet (Kodo, Kutki and Ragi)
Bidding Type:	National
Consortium:	Not Allowed
Download Tender Documents:	Before Login / After Login
Purchaser Location:	Anywhere in India
<b>Key Dates (Third Round)</b>	
Document Download Start Date & Time:	<b>14/07/2023</b> from 17:00:00
Document Download End Date & Time:	<b>27/07/2023</b> up to 14:30:00
Starting Date & Time of online Bid submission:	<b>20/07/2023</b> from 17:00:00
Last Date & Time of online Bid Submission:	<b>27/07/2023</b> up to 15:00:00
Date & Time of opening of Bid:	<b>27/07/2023</b> from 15:10:00 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:	Selection of Millet Processing Unit Operational in Chhattisgarh for Processing, Packaging, and Distribution of Millet (Kodo, Kutki and Ragi)