

RFP for Selection of Agency for All India Institutional Sales of CG Herbals Products

Request for Proposal  
For  
**Selection of Agency for All India (across states)  
Institutional Sales of CG Herbals products  
(Except AYUSH Department of C.G)**



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

## Press Note



**Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited**

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

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E-mail : mfpfed.cg@nic.in

Website : www.cgmfpfed.org

**Notification No. MFP FED/03/Institutional (2022)-II**

**Dated 22/09/2022**

**SELECTION OF AGENCY FOR ALL INDIA (ACROSS STATES) INSTITUTIONAL SALES OF CG HERBALS PRODUCTS (EXCEPT AYUSH DEPARTMENT OF C.G)**

C.G. MFP Fed. invites proposal in prescribed format for appointment of Agency for All India Institutional sales of CG Herbs Products (Except AYUSH Department of C.G)

Details	Round one	Round two
Date from which RFP can be downloaded from website	23-09-2022	04-11-2022
Date of pre-bid meeting	30-09-2022	11-11-2022
Last Date of Submission of Tender	21-10-2022 by 3:00 Pm	30-11-2022 by 3:00 Pm
Date of Opening of Technical Bid	21-10-2022 by 3:30 Pm	30-11-2022 by 3:30 Pm

The eligibility criteria, terms and conditions and other details are set out in the RFP document which can be downloaded from the website [www.cgmfpfed.org](http://www.cgmfpfed.org). Modification/Amendment/Corrigendum to the Tender document, if any, shall be uploaded on the website only.

**Managing Director**

### Important Dates

1.	<b>Pre-Bid Meeting</b>	30-09-2022 at 12:30 PM
2.	<b>Last Date of Submission of Bid</b>	21-10-2022 by 3:00 PM
3.	<b>Date of Opening of Technical Bid</b>	21-10-2022 by 3:30 PM

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## RFP for Selection of Agency for All India Institutional Sales of CG Herbals Products

### DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the **Federation** or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Chhattisgarh State Minor Forest Produce Cooperative Federation Limited, Van Dhan Bhawan, Nava Raipur, Atal Nagar, to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Federation in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Federation, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Federation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Federation, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Federation also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in this RFP.

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The Federation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Federation is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Project and the Federation reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Federation or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Federation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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**IMPORTANT INFORMATION**

1.	RFP issued by	Chhattisgarh Minor Forest Produce Cooperative Federation Limited
2.	Name of Project	Selection of Agency for All India Institutional Sales of CG Herbals Products
3.	Date of issue of RFP	22-09-2022
4.	Date from which RFP can be downloaded from the website	23-09-2022
5.	Date of sending pre-bid queries	29-09-2022
6.	Date of Prebid Meeting	30-09-2022 at 12:30 PM Address: 4 <sup>th</sup> Floor Conference Room, Sector 24, Atal Nagar, Nava Raipur, Chhattisgarh For online participation link for joining online meeting shall be uploaded on the Website: <a href="https://www.cgmpfed.org/">https://www.cgmpfed.org/</a> on 21-08-2022
7.	Date of Pre-bid query response	04-10-2022
8.	License Period	Two (2) years from the date of Execution of License Agreement with an extension of another One (1) year on satisfactory performance by the Institutional Agency and as decided by Federation
9.	Cost of RFP Documents	INR. 5,000.00 (Five Thousand) in form of DD drawn in the favour of "MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited"
10.	Earnest Money Deposit	INR. 50,000.00 (Fifty Thousand only) in the form of DD drawn in the favour of "MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited"
11.	Last date and time of Submission of bid	21-10-2022 before 3:00 PM
12.	Opening of Technical Bid	21-10-2022 before 3:30 PM
13.	Date of Technical Presentation	To be intimated later

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14.	Opening of Financial Bid	Time & Date will be intimated later after evaluation of Technical Bid.
15.	Place of obtaining RFP Documents	The tender can be downloaded from State administration website of Chhattisgarh Minor Forest Produce Cooperative Federation Limited from 23/09/2022 onwards. Website: <a href="https://www.cgmfpfed.org/">https://www.cgmfpfed.org/</a>
16.	Email for Correspondence	<a href="mailto:mfpfed.cg@nic.in">mfpfed.cg@nic.in</a>

## SECTION 1- BACKGROUND AND INTRODUCTION

### 1. Background and Introduction

- 1.1 Chhattisgarh Minor Forest Produce (Trading & Development) Cooperative Federation Limited (CGMFPFED) through its 7 Vandhan Vikas Kendras (VDVKs) (details mentioned below) is engaged in the Manufacturing of AYUSH Products under the brand name “Chhattisgarh Herbs”. CGMFPFED is engaged in the production and sale of Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy (AYUSH) medicines and other herbal products under the brand name of “Chhattisgarh Herbs”. The appointed Institutional Agency through this RFP shall supply AYUSH products listed in **Annexure 12** to various procuring Departments and agencies across states.

Sr. No.	Circle	Processing Unit (Van Dhan Kendras)
1	Kanker	Dhanwantari Ayurvedic Pharmacy kasthaghar, Bakhroopara, Narayanpur
2	Kanker	Harra Vanoshadhi Prasanskaran kendra, Ikshapur, Kanker
3	Bilaspur	Gram Van Samiti, Donganala Vanoshadhi Prasanskaran kendra, Van Parichhetra Pali Vanmandal Katghora Dst. Korba
4	Raipur	Bhuooteswar Nath Herbal Aushdhi Prasanskaran Kendra, Keshodaar, Gariaband
5	Raipur	Aushdhi Prasanskaran kendra, Jai Maa Bambleshwari Swa Sahayta Samooh, Station Para, Dugli, Dhamtari
6	Jagdalpur	Vanoshadhi Prasanskaran kendra, Kurndi
7	Sarguja	Vanoshadhi Prasanskaran kendra, Pancghakki, Jashpur

- 1.2 Chhattisgarh State Minor Forest Produce (Trading & Development) Cooperative Federation Limited, Raipur Chhattisgarh intends to set up a Central Processing Unit in Durg District of Chhattisgarh. Total land earmarked for the project is approximately 111 acres located in Jamgaon Village, Patan development Block in Durg District, which is located approximately at a distance of 40 Km from State Capital Raipur. The total area is divided into three parts namely Ayurvedic Drug Processing Center in an area admeasuring 27 Acres, Mega Food Park and plots under ownership of CSIDC in the remaining area. The proposed Ayurvedic Drug Processing center with an investment of 78 Crore be established at Durg District.
- 1.3 Once the Ayurvedic processing Center commences its commercial operations the appointed “**Institutional Agency**” through this RFP shall be responsible for the sales of Ayurvedic products/medicines manufactured at the Ayurvedic Processing Center upon execution of a supplementary agreement for the sales of products being manufactured in the Ayurvedic Drug Processing Center in addition to the AYUSH products those are manufactured at the above



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mentioned 7 Van Dhan Kendra (**Annexure 12**).

- 1.4 CGMFPFED has decided to appoint an “**Institutional Agency**” to act as a service facilitator and relationship building Agency to act as interface between CGMFPFED and procuring Govt. dept. etc. to get procurement orders for Chhattisgarh Herbals product (list of which is attached as Appendix1) from the various Govt. departments (Department of Ayurveda, Yoga & Naturopathy, Unani, Siddha & Homeopathy) and any other Govt. Department of various states of India (excluding the State of Chhattisgarh)
- 1.5 This tender is invited for the appointment of an “**Institutional Agency**” for CGMFPFED to provide the services and coordinate various activities related to the supply of Chhattisgarh Herbals products to the various State departments and other Central/State/Research/ any other Government institutions of the country other than Government of Chhattisgarh.
- 1.6 The appointed agency will present procuring agency as sole authorized representation of CGMFPFED for Marketing of Chhattisgarh Herbals products.
- 1.7 The role of Institutional agency has been defined in scope of work for marketing Chhattisgarh Herbals products to Govt/Semi Govt. agency right from getting procurement order to obtaining final payment for supplied products to institutional agencies across various states of India

## **SECTION 2- SCOPE OF WORK & TERMS AND CONDITIONS**

### **2. Scope of Work and Terms and Conditions**

#### **2.1 Scope of Work**

- 2.1.1 Study the procurement requirement of AYUSH/other Govt./Semi Govt. department/institutions/organization.
- 2.1.2 Meeting with related department/Gol officials as a marketing Agency of CGMFPFED for understand their procurement requirements.
- 2.1.3 Periodically update CGMFPFED regarding status of procurement process of CG Herbals products by procuring dept/Institution/organization
- 2.1.4 Act as a facilitator for CGMFPFED for participation in tender or participate directly for supply of Chhattisgarh Herbals products produced by CGMFPFED.
- 2.1.5 To guide CGMFPFED regarding Chhattisgarh Herbals products for which tendering is to be done along with suggested rate and packaging size.
- 2.1.6 Participate as authorized marketing representative of CGMFPFED during entire process of tender till the opening of financial bid. Present any necessary documents as required by tendering agency before tendering committee after officially obtaining it from CGMFPFED
- 2.1.7 To provide update to CGMFPFED with regards to the Tender Process
- 2.1.8 As a part of tendering process, authorized to sign relevant document / (MoU Rate Contract), if required but only after getting approval from CGMFPFED as and when desired before final issue of procurement order.
- 2.1.9 Ensuring proper packaging of Chhattisgarh Herbals products (AYUSH Products) as per order (like center wise kits, coding, labeling on carton) to ensure proper delivery.
- 2.1.10 Arrangement of local logistics, which includes arrangement of vehicle, loading of Chhattisgarh Herbals products, documentation and any other such activities till final dispatch of consignment from processing unit/storage facilities premises to final destination.
- 2.1.11 Fulfillment of all legal formalities for transportation which includes Road permit, invoice, transport-L.R. Copies and getting transit insurance etc.
- 2.1.12 Delivery of consignment at destination point which may or may not include re-transportation at consignees' end. Make arrangement to supervise/monitor the delivery of the Chhattisgarh Herbals products and complete verification process at the concerned institution/dispensaries. This will include opening and repacking of entire consignment.
- 2.1.13 ensuring collection of invoices along with verification certificates, test reports and other document from each and every consignee end and submit it to appropriate designated offices as given in the term and condition of order to the head office.

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- 2.1.14 Follow necessary and timely action to obtain payment from relevant offices and sharing information of the same with CGMFPFED periodically.
- 2.1.15 Minimum business guarantee for institutional sales of Chhattisgarh Herbals products will be for 2 years as explained in TABLE- 1, given below and the 1<sup>st</sup> year shall be considered to begin from the date of signing of agreement with the selected bidder.

Work Area	Year Wise Minimum Business Guarantee (In Crore Rupees)		Total Business Guarantee for Tender Period (2 Years)
ALL INDIA- Institutional Sales (EXCEPT AYUSH DEPARTMENT OF C.G.)	1 <sup>st</sup> Year *	50 Lakhs	1.50 Crore
	2 <sup>nd</sup> Year	1 Crore	

**Table 1: Minimum business guarantee for institutional sales**

Note – Total turnover for two years is 5 crores, if agent/selected Agency do business more than given target (year wise additional business amount will be considered in the target for next years, and if agent do business less than given target, amount of same difference will be added in next year's target. However, in case business target is less than given target then performance security of 1% of short business amount will be placed in addition in form of FDR/DRAFT/bank guarantee. This performance security will be returned if target is fulfilled in next year. This is the minimum business expectation of CGMFPFED from the Institutional Agency. However, the tenderer may offer business guarantee more than expected minimum sales guarantee for the tender period i.e. Two years. Such additional business guarantee offer will get benefit of qualification at technical stage as well as at final evaluation stage.

## 2.2 Terms and Conditions

- 2.2.1 The Agency shall represent on behalf of CGMFPFED in said States/ UTs/any other government semi government institute and initiate correspondence to put the offer of CGMFPFED before the concerned department and fulfill necessary formalities to obtain procurement order. Order received from anywhere in India will be considered as an order of institutional agent.
- 2.2.2 CGMFPFED shall prepare medicines/ Herbal products under the brand of Chhattisgarh Herbals as per the order from the concerned State Government/Institutions. The invoice in respect of such supply shall be raised by the concerned State Government/Institutions as per the order condition and a copy of the said invoice along with all related documents shall be sent to the Agency for follow-up and necessary actions.
- 2.2.3 The appointed Institutional Agency shall appoint a local representative who shall be based in Raipur for ensuring proper coordination and implementation
- 2.2.4 The sole responsibility of transportation of consignment from CGMFPFED's processing Units/storage facilities to concerned destination as per the order shall rest with the appointed Institutional Agency. All costs involved in the safe transportation including insurance etc. will be borne by the appointed Institutional Agency.
- 2.2.5 **Verification at destination:** On receipt of information from CGMFPFED about the supply being dispatched, Agency shall:
- Make arrangement to supervise/monitor the delivery of the Chhattisgarh Herbals products and complete verification process at the concerned institutions/dispensaries.
  - Inform CGMFPFED well in advance about tender and any other purchase process and any

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details/ documents, etc. required for obtaining payments for the Chhattisgarh Herbals products supplied.

- c) Make arrangements to submit invoices to the proper forum along with all requisite documents as required for initiation of payment formalities. If agent wishes they can supply on their own bills, CGMFPFED will transfer goods after given discount as per agreements.
- d) Take all necessary and timely actions to obtain payments due to the CGMFPFED for the supplies made by it and for this purpose shall represent and coordinate with the officials of the concerned institutions to which Chhattisgarh Herbals products are supplied by the CGMFPFED. Same payment condition will be applicable to dealer as per agreement.
- e) Submission of report and action taken activities in a prescribed format.

2.2.6 CGMFPFED will pay to the successful Agency a commission at the rate quoted by him.

2.2.7 Institutional Agency will be responsible for getting timely release of payment from the institutional purchase. Institutional Agency has to ensure the payment within 60 days from the date of receipt of consignment to the customer. In case payment is not received within 60 days from the dispatch of consignment of particular supply order a penalty against the institutional Agency will be levied in the following manner:

S.N.	Duration	Penalty on commission amount
1	Between 60 days and 90 days	0.5%
2	Between 90 days and 120 days	1%
3	Between 120 days and above	1.5%

2.2.8 CGMFPFED will also pay incentives on early payment to the Agency in the following manner:

S.N.	Duration	Incentive on commission amount
1	Payment received within 30 days of delivery of consignment	1%
2	Payment received within 45 days of delivery of consignment	0.5%

2.2.9 The Agency will not enter into any contract on behalf of the CGMFPFED or to make or incur obligations of any kind whatsoever or otherwise commit on behalf of the CGMFPFED in any way other than in accordance with the expressed provisions set out in this document.

### 2.2.10 Contract Period

- a) This agreement shall be in operation for an initial period of 2 years from the date of its execution.
- b) On consideration of performance of the institutional agency during the initial contract period and on mutual agreement between CGMFPFED and the Institutional Agency, the period of contract may be extended for one (1) year. The terms and condition will remain unchanged. However, the business guarantee for the extended year shall be enhanced as described in contract agreement. And the business guarantee for institutional sales shall be enhanced for next 1 (one) year as explained in TABLE-2 given below-

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**Table 2**

Work Area	Minimum Business Guarantee for the Extended Period 1 Year (In Crore Rupees)	
<b>ALL INDIA- Institutional Sales</b> (EXCEPT AYUSH DEPARTMENT OF C.G.)	3 <sup>rd</sup> Year Target	5 Crore

- 2.2.11 Institutional agency will provide a certificate of execution and completion of job assigned to him as given in scope of work, from the purchasing agency certifying that all jobs related to supply of medicines has been done as per their satisfaction.
- 2.2.12 Before approaching any State Govt. agency, the institutional agency will obtain a letter of authorization in his favor addressed to the concerned purchasing Govt. agency, explaining the job which has been assigned to the institutional agency related to supply and delivery of medium.
- 2.2.13 Institutional agency will not proceed to any Govt. Agency (purchaser) for supply of CG Herbals products/ medicines without obtaining such letter of authorization from CGMFPFED.
- 2.2.14 Institutional agency will be in regular contact with CGMFPFED informing in writing about the progress being made regarding issue of procurement order, transportation and verification of medicines at delivery points and release of payment. Such information (state wise information) shall be submitted weekly in a prescribed format as decided by CGMFPFED.
- 2.2.15 Institutional Agency will be responsible for all TAX liabilities (including GST, TDS, Income Tax and Service Tax) to be paid and no claims will be entertained by CGMFPFED.
- 2.2.16 **This Agreement shall Terminate-**
- a) By reason of the death of the Institutional Agent or any change in the composition of their firm of which notice shall immediately be given to the company
  - b) If the progress made by the Institutional Agency in the considered opinion of the Managing Director, CGMFPFED are inadequate in accordance with provisions of Clause 2.2.16 of "Penal Clause". But before passing such termination, sufficient opportunity to Institutional Agency shall be given to present his/her case.
  - c) If the Institutional Agency or their firm or any of the partners in the Institutional Agency firm becomes insolvent or enters into any composition with creditors.
  - d) If the Institutional Agency is found to be engaged in any unethical, unlawful and criminal activities or practices brining disrepute to CGMFPFED and Chhattisgarh Herbals brand.
  - e) If the Institutional Agency found to be engaged in similar scope of work activities of the Agreement & this tender document with other competitors liaisoning or manufacturing firms across States in India. To avoid the business conflict Institutional Agency will submit the undertaking in given format as per ANNEXURE-10.

**2.2.17 Penal Clause**

- a) If the institutional Agency is not able to achieve for a particular s minimum offered Business guarantee (Order) and target fixed for 2 years point number 2.1.15 of the tender (Table-1) and subsequent extended period 1 years as per terms and conditions stated in the tender document point no. 2.2.10 (Table-2) than CGMFPFED may terminate the Institutional Agency and forfeit the security deposit as per shortfall in percentage in terms of the business Guarantee set forth in 2.1.15.
- b) For shortfall in providing business guarantee points 2.1.15 (Table-1) of scope of work and Point no. 2.2.16 of PENAL CLAUSE a deduction from security deposit will be made in same ratio as the shortfall of business guarantee is with respect to business target for that period.

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- c) Non-signing of the Agreement within 15 days, issue of letter for award of contract, EMD will be forfeited.
- 2.2.18 In case for non-supplies, non-participation, debarred, blacklisting of CGMFPFED, institutional agent will not be responsible for same and targets of business will not be applicable in that case.
- 2.2.19 Responsibility of CGMFPFED in terms of supply of CG Herbals products shall be limited to providing delivery of ordered products to representative appointed by Institutional Agency at Raipur from the designated storage facility/ Processing Unit premises. Institutional Agency shall be solely responsible for making timely delivery of CG herbals products to the procuring agency/ Department keeping the quality and packaging intact.
- 2.2.20 For smooth and seamless execution of the job explained in Scope of work. Institutional Agency may engage the services of state or job specific firm/agency /person for this purpose. However, the list of such firm/agency/persons to be engaged for services of state or job specific has to be provided duly signed and authorized by the Institutional Agency, during the signing of final agreement and breakup of payments to be made to such state specific firm/agency/person out of final payment to be made to the successful tenderer. In case if agent, wants to bill /sale products in the name of their firm, then CGMFPFED will provide, authorization/ other related documents to agent or their desired dealer, company or institute.

## **SECTION 3- MINIMUM ELIGIBILITY CRITERIA**

### **3. Eligibility Criteria**

- 3.1 Manufacturer of Ayurvedic drugs and herbal products are not allowed to participate in tender process in any condition.
- 3.2 Employee and near relative of staff of CG State MFP Cooperative Federation are not eligible to participate in this tender. A Certificate for the same on Rs.100/- (Hundred Rupees) stamp paper duly notarized has to be submitted /uploaded with tender documents.
- 3.3 The applicant agency must be registered with Tax departments, PAN/TIN/Service Tax, GST etc., as applicable.
- 3.4 Applicant should have minimum experience of 3 years (prior to the date of advertisement) as supplier of Ayurvedic & Herbal products to Govt. /semi-Govt./Cooperative/Private organization/Agencies (It is required to furnish the proof of relevant experience)
- 3.5 The total annual turnover should not be less than Rs. 50 Lakhs in the last three years in supplies of Ayurvedic Medicine Only (It is required to furnish the proof of turnover)
- 3.6 Applicant must have previous supply records of supply of Ayurvedic drugs in at least 3 states of India (It is required to furnish the proof of number of States catered to)
- 3.7 The agency must have done a total business of Rupees 2 crores in the last Five (5) years from sales of Ayurvedic medicines in Govt. /semi-Govt./Cooperative/Private organization/Agencies (Order copy / certificate must be attached)

## **SECTION 4- INSTRUCTION TO THE BIDDERS**

### **4 Instruction to the Bidders**

#### **4.1 General**

1. While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications, Bidder must form their own conclusions about the selection of Agency for institutional sales across states requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
2. All information supplied by Bidder may be treated as contractually binding on the Bidder, on successful award of the assignment by the Federation on the basis of this RFP.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Federation. Any notification of preferred Bidder status by Federation shall not give rise to any enforceable rights by the Bidder. Federation may cancel this RFP at any time, prior to being executed, by or on behalf of Federation.
4. This RFP supersedes and replaces any previous public documentation & communications, and Bidder should place no reliance on such communications.
5. The eligible bidder obtaining 70 Marks and above shall be shortlisted for opening of financial bids. The bidder quoting L1 commission shall be declared preferred / selected applicant. The proposal will be evaluated on the basis of the evaluation criteria set out in the RFP document.
6. Federation with its own initiative or in response to clarifications, requested by any applicant, modify the RFP document, by issuance of addenda / amendment / corrigendum, by uploading the same in its website.
7. The proposal shall remain valid for a period of 180 days from the date of the opening of RFP (Proposal Validity Period). Federation reserves the right to reject any proposal, which does not meet this requirement.
8. Each applicant shall submit maximum of one (1) proposal for the assignment, in response to this RFP document. Any applicant who submits more than one proposal for the assignment shall be disqualified.

#### **4.2 Pre-bid Meeting & Clarifications**

1. Federation shall hold a pre-bid meeting with the prospective Bidder on Date & time and Address mentioned in Fact Sheet of this document.
2. The two (2) authorized representatives of interested organization may attend pre-bid conference at their own cost after giving prior intimation to Federation.
3. Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications



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4. /The Bidder will have to ensure that their queries for Pre-Bid meeting should reach to Federation by email on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder.
5. The queries should necessarily be submitted in the format mentioned below.

Ref: RFP Notification no <xxx> dated <dd/mm/by>

Name of The Bidder<<.....>>

Contact Number and Address of The Bidder - <<.....>>

S.No	Section Number	Page Number	RFP clause	Query	Remark

### 4.3 RFP Processing Fees

The Bidder needs to pay INR 5,000 for document processing through Demand Draft payable to:

**The Managing Director**

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

**FEDERATION LIMITED.**

**Sector 24, Atal Nagar, Nava Raipur, Chhattisgarh.**

**Payable at Raipur, Chhattisgarh.**

**The demand draft of Rs 5,000/ should be submitted along with the bid.**

### 4.4 Earnest Money Deposit (EMD)

The Bidder has to necessarily submit EMD (@ 1% for the minimum business guarantee or business guarantee projected by applicants for the 1st year (i.e., INR 50 lakhs)) i.e., INR Fifty Thousand (Rs 50,000) through Demand Draft, payable to:

The Managing Director

CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OP.

FEDERATION LIMITED.

Sector 24, Atal Nagar, Nava Raipur, Chhattisgarh.

EMD of all unsuccessful Bidder would be refunded without interest by Federation on finalization of the Operator in all respects by the successful bidder.

The EMD may be forfeited:

- i. If a Bidder withdraws its bid during the period of bid validity.
- ii. If successful Bidder fails to sign the contract in accordance with this RFP.

### 4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure 6 mentioned in this RFP.

## RFP for Selection of Agency for All India Institutional Sales of CG Herbals Products

### 4.6 Submission of Proposal

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Federation to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Federation will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 4.7 Details of Submissions

#### (i) Part I Submission

- a. General information about the bidder in the format set out in **Annexure-1**.
- b. Covering letter in the format set out in Annexure-2.
- c. Power of Attorney as per **Annexure-6**, authorizing the signatory of the Proposal to submit the proposal.
- d. Pre contract integrity pact as per **Annexure-4**.
- e. Technical Proposal comprising

Technical submission as per **Annexure-9, and Annexure- 9A** including relevant documents.

- i. Copy of the PAN Card.
- ii. Copy of the GST Registration.
- iii. Certificate of Annual Turnover from a certified chartered accountant in practice as per **Annexure 9**
- iv. Copies of Annual Turn Over for the last three years are to be attached duly signed and sealed by Chartered Accountant (C.A.)
- v. Copies of Income tax returns filed for the last three years are to be attached.
- vi. Copies of Certificates/ Agreement regarding serving Ayurvedic companies/agencies as supplier of AYUSH products
- vii. Certified photocopies of orders for last three years obtained by the Agency are to be attached.
- viii. Certificate of authorized signatory from the firm (if applicable).
- ix. Notarized certificate on Rs. 100/- stamp paper declaring him or relatives not working as employee of CGMFPFED.
- x. List of documents attached and numbered sequentially. (**As per Annexure-5-** (Check list of the attached documents)
- xi. All Annexure (Annexure 1 to Annexure 12) must be submitted in Technical Bid along with the necessary supporting documents.
- xii. Total Number of years' experience as supplier of AYUSH Products.
- xiii. Number of states business in the last 3 years

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- xiv. Total business of Rs 2 Cr in the last 5 years from supply of AYUSH products to Govt. /semi- Govt./Cooperative/Private organization/Agencies, furnish list and amount certified by CA on its letter head
  - xv. Agencies served in last 3 years
  - xvi. Turnover in the relevant business (since last 3 years)
  - xvii. Earnest Money Deposit in the manner described **as per clause 4.4**
  - f. Nonrefundable processing fee of Rs. 5,000/- in the form of a Demand Draft in favour of Managing Director, C.G State Minor Forest Produce Cooperative Federation Limited of any scheduled bank, payable at Raipur, Chhattisgarh.
  - g. Presentation for the Project as per **Annexure-10A**
- (ii) **Part II Submission**
- a. Financial proposal in the format as set out in **Annexure-13**.
  - b. The Financial Proposal shall be quoted as proposed commission in Percentage
- (iii) The Applicant shall seal the Part I Submission and the Part-II Submission separately in two separate envelopes, duly marking the envelopes as "PART-I SUBMISSION (Technical Bid)" and "PART-II SUBMISSION" These envelopes shall then be sealed in a single outer envelope.
- (iv) The Applicant shall prepare Part I submission in (1) one original in hard copy and (1) duplicate of the Proposal in soft version in pen drive in PDF format clearly marked "Physical" (Hard Copy) and "Soft Copy" respectively. In the event of any discrepancy between the original and the soft copy, the original shall prevail.
- (v) The Physical Proposal shall be typed or written in indelible ink and each page shall be initialled by the authorised signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

### 4.8 Sealing and Marking of Proposal

- I. The Applicant shall seal the original and soft copy of the Proposal in separate envelopes, duly marking the envelopes as "ORIGINAL" and "SOFT COPY". The envelopes shall then be sealed in a single outer envelope.
- II. Each of the envelopes, both outer and inner, must be super scribed with the following information:
  - a. Name and Address of Applicant
  - b. Contact person and phone numbers
  - c. Name of Project: "**Selection of for All India Institutional sales of CG Herbals Products**"
- III. All envelopes shall be addressed to:
  - The Managing Director (MD)**
  - C.G State Minor Forest Produce Fed.**
  - Van Dhan Bhawan, Sector -24,**
  - Atal Nagar Nava Raipur,**
  - Chhattisgarh**
  - Phone +91 - 91 771 2513100**
  - Fax No.: +91 771 2513111**
  - E-mail : [mfpfed.cg@nic.in](mailto:mfpfed.cg@nic.in)**

If any envelope is not sealed and marked as instructed above, Federation. assumes no

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- responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of Federation., be rejected.
- IV. The Applicant is expected to carefully examine the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.
- V. It shall be deemed that prior to the submission of the Proposal, the Applicant has:
- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
  - b. received all such relevant information as it has requested from Federation; and
  - c. Made a complete and careful examination of the various aspects of the Proposal for which the distribution services are to be provided.
  - d. Federation shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

### **4.9 Proposal Due Date**

- I. Proposals should be submitted before 3:00 PM on Proposal Due Date as indicated in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- II. Federation. may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

### **4.10 Opening of Proposals and clarifications**

- I. The MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited, or any officer authorized by him shall open the Part I Submission of the Proposals on the Proposal Due Date for the purpose of evaluation.
- II. Federation reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.  
To facilitate evaluation of Proposals, Federation may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

### **4.11 RFP validity**

The offer submitted by the Bidder should be valid for minimum period of 180 days from the date of opening of RFP

### **4.12 Modification and Withdrawal of Bids**

The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the Federation. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed nor is allowed to submit more than one (1) bid.

### **4.13 Failure to agree with Terms and Conditions of the RFP**

Failure of The Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Federation may award the contract to the

## RFP for Selection of Agency for All India Institutional Sales of CG Herbals Products

next best value Bidder or call for new proposals from the interested Bidder or invoke the BG of the most responsive Bidder.

## SECTION 5 – EVALUATION OF BIDS

### 5 Evaluation of Bids

#### a. RFP Evaluation Process

1. Federation will constitute an RFP Evaluation Committee to evaluate the responses of the Bidder.
2. The Proposal Evaluation Committee constituted by the Federation shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
3. The decision of the RFP Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
4. The RFP Evaluation Committee may ask for meetings with the Bidder to seek clarifications on their proposals.
5. The RFP Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### b. RFP Evaluation

1. As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document. **The Part I Submission would be considered to be responsive if it meets the following conditions:**
  - a. it is received by the Proposal Due Date including any extension thereof.
  - b. it is signed, sealed and marked as stipulated in the RFP document.
  - c. it contains all the information and documents including EMD and processing fee as requested in the RFP.
  - d. it contains information in formats specified in this RFP.
  - e. there are no inconsistencies between the Proposal and the supporting documents.
2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
  - a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
  - b. which limits in any substantial way, the Federation rights, or the Applicant's obligations under the Agreement, or
  - c. which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.

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### 5.1 Technical Evaluation

RFP Evaluation Committee will evaluate the Technical Proposals of the Pre-Qualified Bidder as per the **Section 3 “Minimum Eligibility Criteria”**. Bidders qualifying the pre-qualification criteria (**Section 3 “Minimum Eligibility Criteria”**) and obtaining 70 Marks and above score in Technical evaluation as per **Clause 5.3** shall be eligible for financial bid opening. RFP Evaluation Committee (TEC) will examine the bids to determine whether they are complete, whether they meet all the conditions of the tender, whether required tender document and bid processing cost and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bid or bids not fulfilling these requirements shall be rejected.

### 5.2 Technical Evaluation Criteria

Bidder complying with all qualification criteria set out in **Section 3 “Minimum Eligibility Criteria”** and this RFP will only be considered technically qualified and their technical bid will be evaluated further.

The bidders obtaining 70 Marks and above score in Technical evaluation as per Clause 5.3 shall be eligible for financial bid opening.

Federation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of action.

### 5.3 Scoring Methodology: Technical Proposal

5.3.1 The total maximum point for evaluation of Technical Proposal is 100 numbers. Parameter and points are detailed below: -

S.No.	Criteria	Score (A)	Maximum Marks
1	Total experience in years of being supplier of AYUSH products to Govt. /semi-Govt./Cooperative/Private organization/Agencies		10 Marks
	3 years to 4 Years	2 Marks	
	Above 4 Years up to 5 years	4 Marks	
	Above 5 Years up to 6 years	6 Marks	
	Above 6 years	10 Marks	
2	Number of States the applicant has catered to in the last 3 years		10 Marks
	3 States	4 Marks	
	4 States	8 Marks	
	5 States	10 Marks	
3	Total business since last 7 years from Govt. /semi-Govt./ Cooperative/ Private organization/ Agencies (Total Past Orders for AYUSH product Supply)		25 Marks
	up to INR 5 Cr	15 Marks	

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	Above INR 5 Cr	25 Marks	
4	Total Turnover in the business since last 3 years from Supply of AYUSH products to Govt. /semi-Govt./ Cooperative/ Private organization/ Agencies across country		25 Marks
	Above 2 Cr up to 4 Crore	5 Marks	
	Above 4 Cr up to 6 Crores	10 Marks	
	Above 6 Cr up to 8 Crores	15 Marks	
	Above 8 Crores	25 Marks	
5	Maximum business guarantee for Two (2) Years over and above for a minimum business guarantee.		5 Marks
	Up to 3 %	2 Marks	
	Up to 5 %	5 Marks	
6	<b>Presentation **</b>	25 Marks	25 Marks
<b>Total</b>		<b>100 Marks</b>	

**\*\* The presentations will be ranked as per Annexure 9A**

- a. The bidders getting 70 Marks or more out of total allocated marks (100) in Technical evaluation shall be eligible for financial bid opening.

**5.4 Evaluation of Financial bid**

The bidder quoting (L1) lowest commission on sales order shall be selected as preferred Applicant.

**5.5 Award of Contract**

- a. In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, the Federation shall declare the Preferred Applicant as the Successful Applicant. The Federation will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- b. The Successful Applicant/Institutional Agency shall execute the Agreement within 15 (Fifteen) days of the issue of LoA or within such further time as the Federation may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, the Federation reserves the right to take any such measures as may be deemed fit in the sole discretion of the Federation, including annulment of the bidding process or subsequently giving opportunity to L2 on the L1 rate.
- c. After adjusting the EMD, the Selected Applicant shall submit performance security in accordance with the provisions RFP and agreement before executing the agreement with the Federation. The performance security shall be 3% of the 1<sup>st</sup> year business target which have to be submitted in the



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form of FDR/Demand Draft or Bank Guarantee as per **Annexure 3**, having period of validity of two years before execution of the Agreement.

- d. Performance security shall be returned after the successful completion of the Scope of work and terms and conditions of the RFP and agreement after the completion of contract period (i.e., Two years from the date of signing of agreement) or after the completion of extended period of contract as applicable.
- e. If at any instance the selected applicant is found not fulfilling the terms and conditions of the agreement Managing Director, CGMFFED will have full authority of forfeiting the Performance Security.
- f. No Interest shall be paid on the EMD and the Performance Security
- g. The contract shall be awarded with the validity of 2 (two) years from the date of signing of the agreement with a provision for extending for a period of another 1 (one) year.

### **5.6 Notification of Award**

Prior to expiration of the period of bid validity, the Federation will notify the Bidder in writing, that their bid has been accepted.

## **SECTION 6 – CONDITION OF CONTRACT**

### **6.1 Confidentiality**

- a. As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or there-after enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by The Bidder in rendering the services hereunder are the Confidential Information of The Bidder.
- b. The Bidder shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Bidder shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive for five (5) years post rejection of the contract.
- f. The Bidder must maintain absolute confidentiality of the documents/ Materials/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- g. The Bidder should not use the materials for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- h. If at any stage it is found that The Bidder is using the materials provided by the client any time during the contract execution for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.

### **6.2 Duration of Contract**

The selection shall initially be valid for a period of Two (2) years from the date of signing of Agreement. The sales target for the Institutional Agency be considered to start from the date of signing of agreement. Federation may extend the Agreement for next One (1) years period if mutually agreed by Federation & The Institutional Agency.

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### 6.3 Performance Security (In the form of DD/FDR or Bank Guarantee)

The successful bidder shall execute:

1. The EMD of Rs. 50,000 (Fifty Thousand) shall be converted into performance guarantee.
2. In addition to the above, Performance Security of Rs 1.50 Lakhs (One Lakh fifty thousand) in form of DD/FDR or Bank Guarantee as per Annexure – 3) for Two (2) years and extendable up to extended period of the contract (it should be duly filled in, signed and complete in all respects) has to be submitted by the successful bidder before signing of the agreement.

### 6.4 Payment Terms

- 6.4.1 CGMFPFED will pay to the successful Agency a commission at the rate (in %) quoted by him. The commission paid on the Order value (net sales) shall be made with 30 days from the date of receipt of payment from the procuring Department/ Agency.

### 6.5 Penalty Clause

- 6.5.1 If the institutional Agency is not able to achieve for a particular year minimum offered Business guarantee (Order) and target fixed for two (2) years and subsequent extended period of one (1) year as per the agreement than CGMFPFED may terminate the Institutional Agency and forfeit the security deposit as per shortfall in percentage in terms of the business Guarantee set forth in the agreement
- 6.5.2 For shortfall in providing business guarantee as per the agreement a deduction from security deposit will be made in same ratio as the shortfall of business guarantee is with respect to business target for that period as per 6.5.1
- 6.5.3 In case payment is not received within 60 days from the dispatch of consignment of particular supply order a penalty against the institutional Agency will be levied in the following manner:

S.N.	Duration	Penalty on commission amount
1	Between 60 days and 90 days	0.5%
2	Between 90 days and 120 days	1%
3	Between 120 days and above	1.5%

### 6.6 Termination Clause

- 6.6.1 By reason of the death of the Institutional Agent or any change in the composition of their firm of which notice shall immediately be given to the company
- 6.6.2 If the progress made by the Institutional Agency in the considered opinion of the Managing Director, CGMFPFED are inadequate in accordance with provisions of Clause 2.2.16 of "Penal Clause". But before passing such termination, sufficient opportunity to Institutional Agency shall be given to present his/her case.
- 6.6.3 If the Institutional Agency or their firm or any of the partners in the Institutional Agency firm becomes insolvent or enters into any composition with creditors.
- 6.6.4 If the Institutional Agency is found to be engaged in any unethical, unlawful and criminal activities or practices bringing disrepute to CGMFPFED and Chhattisgarh Herbals brand.
- 6.6.5 If the Institutional Agency found to be engaged in similar scope of work activities of the Agreement & this tender document with other competitors liaisoning or manufacturing firms across States in India.

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### **6.7 Consequences of Termination**

- 6.7.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Federation shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Institutional Agency shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Institutional Agency to take over the obligations of the erstwhile Institutional Agency in relation to the execution/continued execution of the scope of the Contract.
- 6.7.2 The Federation shall forfeit the performance security in consequence to termination of contract for any valid reasons mentioned herein.
- 6.7.3 Nothing herein shall restrict the right of Federation to invoke the Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Federation under law or otherwise
- 6.7.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **6.8 Dispute Resolution Mechanism**

- 6.8.1 The Bidder and the Federation shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- 6.8.2 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- 6.8.3 Matter will be referred for negotiation between Officer nominated by Federation and the Authorized Official of The Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15days.
- 6.8.4 In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- 6.8.5 Both the Party may choose their respective arbitrator or if agreed may choose to go with a single Arbitrator.
- 6.8.6 The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this RFP document.

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- 6.8.7 Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the projects, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings

### **6.9 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.

### **6.10 Failure to agree with Terms and Conditions of the RFP**

- 6.10.1 Failure of The Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Federation may award the contract to the next best value Bidder or call for new proposals from the interested Bidder or invoke the BG of the most responsive Bidder.

### **6.11 Limitation of Liability**

- 6.11.1 The aggregate liability of the supplier/ Selected Institutional Agency to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

### **6.12 Right of Monitoring, Inspection and Periodic Audit**

- a. The Federation reserve the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidders. The Federation may demand, and upon such demand being made, the Selected Institutional Agency shall provide with any document, data, material or any other information required to assess the progress of the project.
- b. The Federation shall also have the right to conduct, on giving a prior notice of at least thirty (30) days, either itself or through any another agency as it may deem fit, an audit to monitor the

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performance by the Selected Bidders of its obligations/functions in accordance with the standards committed to or required by the Federation and the Selected Institutional Agency undertakes to cooperate with and provide to the Federation / any other IT Services firms/ Agency appointed by the Federation, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Institutional Agency failing which the Federation may, without prejudice to any other rights that it may have, issue a notice of default.

- c. The Federation representative shall interface with the Selected Institutional Agency to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
- d. Federation shall ensure that timely approval is provided to the Selected agency, where deemed necessary, which should include diagram / plans and all specifications related to services required to be provided as part of the Scope of Work.

### **6.13 Information Security**

The Selected Institutional Agency shall not carry and/or transmit any material, information, layouts, diagrams, or any other goods/material in physical form, which are proprietary to or owned by the Federation, out of premises, without prior written permission from the Federation.

The Selected Institutional Agency shall, upon termination of this agreement for any reason, or upon demand by Federation, whichever is earliest, return any and all information provided to the Selected agency by Federation, including any copies or reproductions, both hard copy and electronic.

### **6.14 Indemnity**

The Selected Institutional Agency shall execute and furnish to the Federation, a Deed of Indemnity in favour of the Federation, in a form and manner acceptable to Federation, indemnifying Federation from and against any third-party costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:

Negligence or wrongful act or omission in connection with or incidental to this Contract; or Any breach of any of the terms the Selected Institutional Agency Proposal as agreed, the RFP and this Contract by the Selected Institutional Agency or its team. The indemnity shall be to the extent of 100% of project cost in favour of the Federation.

### **6.15 Liquidated Damages**

Subject to clause for Force Majeure, if The Bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Institutional Agency repudiates the contract before completion of the work, the Federation, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 5 percent of the project cost from the Institutional Agency, as Liquidated Damages (LD).

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- i. In case it leads to termination, Federation shall give thirty days (30) notice to the Institutional Agency of its intention to terminate the contract and shall so terminate the contract unless during the thirty days (30) notice period, the Institutional Agency initiates remedial action acceptable to the Federation.
- ii. The Federation may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Institutional Agency in its hands (which includes the Federation right to claim such amount against Institutional Agency's Bank Guarantee) or which may become due to the Selected Institutional Agency. Any such recovery or liquidated damages shall not in any way relieve the Institutional Agency from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

### **6.16 Continuance of the Contract:**

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

### **6.17 Conflict of interest**

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

### **6.18 Severance**

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

### **6.19 Governing Language**

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

### **6.20 "No Claim" Certificate**

The Institutional Agency shall not be entitled to make any claim, whatsoever against Federation, under or by virtue of or arising out of, the contract, nor shall Federation entertain or consider any such claim, if made by the Institutional Agency after it has signed a "No claim" certificate in favour of Federation in such form as shall be required by it after the work is finally accepted.

### **6.21 Publicity**

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

### **6.22 Intellectual Property Rights (IPR)**

#### **Use of documents and Information.**

The Bidder shall not, without prior written consent from Federation, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Federation, in connection therewith, to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Bidder shall not, without prior written consent of Federation, make use of any document or information made available for the project, except for purposes of performing the Contract.

### **6.23 General**

#### **i. Relationship between the Parties**

- a) Nothing in the Contract constitutes any fiduciary relationship between the Federation and Selected agency/Bidder Team or any relationship of employer employee, principal and agent, or partnership, between the Federation and Selected agency.
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- c) Federation will not be under any obligation to the implementation of the work of the Institutional Agency's Team except as agreed under the terms of the Contract.

#### **ii. No Assignment**

The Selected Institutional Agency shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of Federation.

#### **iii. Survival**

- a) The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Federation notifies the Selected agency of its release from those obligations.

#### **iv. Entire Contract**

- a. The terms and conditions laid down in the RFP and all annexures there to as also the Proposal and any attachments/annexes there to shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

#### **v. Governing Law**



## RFP for Selection of Agency for All India Institutional Sales of CG Herbs Products

- a) This contract shall be governed in accordance with the laws of India and the State of Chhattisgarh.

### vi. Jurisdiction of Courts

- a) The High Court of Chhattisgarh at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

### vii. Compliance with Laws

The Selected Institutional Agency, during the course of performing the contract, shall comply with the laws in force in India and the State of Chhattisgarh during the duration of the contract.

### viii. Notices

A "notice" means:

- a) a notice; or
- b) A consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

The MD,

Chhattisgarh State Minor Forest Produce (Trading & Development)

Co-operative Federation Limited

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

(Chhattisgarh)

Phone :0771-2513100 to 2513110

E-mail :mfped.cg@nic.in

Website : <http://www.cgmfped.org>

To Institutional Agency at:

Attn:

Address:

[Phone:]

[Fax:]

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

### ix. Waiver

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

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- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

### **x. Modification**

- a) Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

### **xi. Application**

- a) These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

### **6.24 Fraud and Corrupt Practices**

- a. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Federation shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Federation shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such agencies Proposal.
- b. Without prejudice to the rights of the Federation under Clause above and the rights and remedies which the Federation may have under the Lol or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Lol or the execution of the Agreement, such Bidder shall not be eligible to participate in any RFP or RFP issued by the Federation during a period of < period, suggested 2 (two) > years from the date such Bidder , as the case may be, is found by the Federation to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

**"corrupt practice"** means:

## RFP for Selection of Agency for All India Institutional Sales of CG Herbals Products

- I. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Federation who is or has been associated in any manner, directly or indirectly with the Selection Process or the Lol or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Federation, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
- II. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Lol or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Lol or the Agreement, who at any time has been or is a legal, financial or technical IT firms of the Federation in relation to any matter concerning the Project;

**“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

**“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;

**“undesirable practice”** means

- i. establishing contact with any person connected with or employed or engaged by Federation with the objective of canvassing,
- ii. lobbying or in any manner influencing or attempting to influence the Selection Process; or
- iii. having a Conflict of Interest; and

**“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 6.25 Obligations

The Bidder shall be obliged to implement any proposed changes once approval in accordance with Article above has been given, with effect from the date agreed for implementation.

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**Annexure –1- GENERAL INFORMATION ABOUT BIDDER**

(as per Section 4.7 – (i)(a) of the RFP)

**Original Copy (duly signed by Bidder) as part of Technical Proposal**

S. No	Particular	Description	Document if any at page no
1.	Name and Address of the Bidder		
2.	Type of Legal Entity (Company, Proprietorship, others)		
3.	Contact Number		
4.	E-mail:		
5.	Mobile No:		
6.	Name of Authorized Representative (Chief Executive Officer / Director)  (Telephone No)		
7.	Years of experience as Institutional Agency		
8.	Year of Establishment of Firm		
9.	GST Number		
10.	PAN Number		

Signature & Seal

Full Name of the Bidder

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**Annexure-2- PROPOSAL COVERING LETTER**

(as per Clause 4.7 – (i)(b) of the RFP)

Original (duly signed by Bidder) as part of Technical Proposal - (Envelope B)

Date:

To,

Managing Director,  
Chhattisgarh Minor Forest Produce Cooperative Federation Limited  
Van Dhan Bhawan, Sector 24, Nava Raipur, Atal Nagar, Chhattisgarh  
Phone - 0771-2513100  
E-mail: mfpfed.cg@nic.in

Dear Sir/Madam,

We..... (Name of the Bidder) here by submits our proposal in response to notice inviting RFP date.....and RFP document no..... and confirm that:

1. All information provided in this proposal and in the attachment is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bid is 180 days from the date of opening of RFP,
4. We are quoting for all the services mentioned in the RFP.
5. We are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. The Federation may contact the following person for further Information regarding this RFP:
  - a. Name and full address of office, Contact No., Email ID, Company Name
  - b. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility Criteria proposal, bid documents and technical bid documents.

Dated this                      Day of                      2022

(Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

Witness Signature:

Witness Name:

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Witness Address:

### CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ..... of the ....., and that  
..... who signed the above Bid is authorized to bind  
the corporation by Federation of its governing body.

Date

(Seal here)

#### Enclosure:

1. EMD in the form of DD
2. Covering Letter (**Annexure-2**)
3. Pre-contract Integrity Pact (**Annexure-4**)
4. Power of attorney of signing of proposal (**Annexure-6**)
5. Technical Bid (**Annexure-9**)
6. Presentation for the Project (**Annexure 9A**)
7. Financial Bid (**Annexure-13**)
8. All supporting document asked in the Eligibility Criteria as per **Section 3 and Annexure 10, Annexure 10A and Annexure- 12**
9. Tender document with Draft Conditions of Agreement duly signed.

**Annexure 3- PERFORMANCE SECURITY (BANK GUARANTEE)**

(as per Clause 6.3 of the RFP)

(To be issued by a Bank \_\_\_\_\_)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_

(Name of the Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors, and assigns.

In favour of The MD, CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OP. FEDERATION LIMITED "VanDhan Bhavan" Sector 24, Nava Raipur, Atal Nagar, Dist - Raipur and (hereinafter called "MD, Federation Raipur" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns); Whereas M/s \_\_\_\_\_ a company formed under \_\_\_\_\_ (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. \_\_\_\_\_ dated \_\_\_/\_\_\_/2022 issued by MD, Federation Raipur, and selected M/s \_\_\_\_\_ (hereinafter referred to as The Bidder ) for the Agreement by MD, Federation Raipur as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the MD, Federation Raipur and Bidder .

The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs.\_\_\_\_/-(Rupees \_\_\_\_\_only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor, and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under We, the Guarantor, shall, without demur, pay to MD, Federation Raipur an amount not exceeding Rs. .... (Rupees ..... only) within 7 (seven) days of receipt of a written demand therefore from MD, Federation Raipur stating that The Bidder has failed to fulfil its obligations as stated in Clause 1 above. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the MD, Federation Raipur is disputed by the Bidder or not.

The Guarantee shall come into effect from (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the MD,

CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OP. FEDERATION LIMITED, Government of Chhattisgarh under this Guarantee, which is one month after the expiry of this Bank guarantee,

## RFP for Selection of Agency for All India Institutional Sales of CG Herbals Products

whichever is earlier. Any demand received by the Guarantor from MD, Federation Raipur prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to MD, Federation Raipur In order to give effect to this Guarantee, MD, Federation Raipur shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by MD, Federation Raipur or by the extension of time of performance granted to The Bidder or any postponement for any time of the power exercisable by MD, Federation Raipur against The Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of MD, Federation Raipur or any indulgence by MD, Federation Raipur to The Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. This Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under. In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written. Signed and Delivered by Bank by the hand of Shri\_\_\_\_\_ its \_\_\_\_\_and authorised office.

Authorised Signatory \_\_\_\_\_Bank



## **Annexure-4- PRE-CONTRACT INTEGRITY PACT**

(as per Clause 4.7 – (i)(d) of the RFP)

**(To be provided in copy of original as part of Technical proposal duly signed by Bidders.)**

### **1. GENERAL**

1.1. This contract Agreement (hereinafter called the Integrity Pact) is made on .... the day of the month..... of 2022 between, the MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited, as the First Party, proposes Selection of Agency for All India Institutional sales of CG Herbals AYUSH Products for a period of Two years and M/s ..... represented by Shri ..... (Hereinafter called the “BIDDER “, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS The Bidder is a ..... (Private-Company / Public Company/ Government Undertaking / Partnership firm/ Individual Consultant) constituted in accordance with the relevant law in the matter and the RFP issuing FEDERATION is performing its function on behalf of the Government of Chhattisgarh.

### **2. OBJECTIVES**

NOW, THEREFORE, the RFP issuing FEDERATION and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:

2.1. Enabling the RFP issuing FEDERATION to obtain the desired Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling Bidder to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the RFP issuing FEDERATION will commit to prevent corruption, in any form, by its official by following transparent procedures.

### **3. COMMITMENTS OF THE RFP issuing FEDERATION**

The RFP issuing FEDERATION commits itself to the following:

3.1. The RFP issuing FEDERATION undertakes that no official of the RFP issuing FEDERATION, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from The Bidder , either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The RFP issuing FEDERATION will, during the pre-contract stage, treat Bidder alike, and will provide to all Bidder the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other Bidder.

3.3. All the officials of the RFP issuing FEDERATION will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by The Bidder to the RFP issuing FEDERATION with the full and verifiable facts and the same prima facie found to be correct by the RFP issuing FEDERATION, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the RFP issuing FEDERATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the RFP issuing FEDERATION the proceedings under the contract would not be stalled.

#### 4. COMMITMENTS OF BIDDER

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

4.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the RFP issuing FEDERATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting an implementation of the contract.

4.2. The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the RFP IN FEDERATION or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

4.3. The Bidder further confirms and declares to the RFP issuing FEDERATION that The Bidder in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the RFP issuing FEDERATION or any of its functionaries, whether officially or unofficially to the award of the contract to The Bidder , nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to, or intends to make to officials of the RFP issuing FEDERATION or their family members, agents, brokers, or any

other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness, and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 4.7. The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the RFP issuing FEDERATION as part of the business relationship, regarding plans, technical proposal, and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The Bidder shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

#### 5. PREVIOUS TRANSGRESSION

- 5.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other government body in India in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in any state or in India that could justify BIDDER's exclusion from the RFP process.
- 5.2. If the Bidder makes incorrect statement on this subject, BIDDER can be disqualified from the RFP process or the contract, if already awarded, can be terminated for such reason.

#### 6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting the bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the RFP issuing FEDERATION
- 6.2. No interest shall be payable by the RFP issuing FEDERATION to the Bidder on Earnest Money/Security Deposit for the period of its currency.

#### 7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the RFP issuing FEDERATION to take all or any one of the following actions, wherever required:
  - 7.1.1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other BIDDER would continue.
  - 7.1.2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage), as decided by the RFP issuing FEDERATION and the RFP issuing FEDERATION shall not be required to assign any reason, therefore.

- 7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 7.1.4. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the RFP issuing FEDERATION, along with interest.
- 7.1.5. To cancel all or any other contracts with the Bidder and the Bidder shall be liable to pay compensation for any loss or damage to the RFP issuing FEDERATION resulting from such cancellation/ rescission and the RFP issuing FEDERATION shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 7.1.6. To debar the Bidder from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of two years, which may be further extended for a period of one year at the discretion of the RFP issuing FEDERATION.
- 7.1.7. To recover all sums paid in violation of this Pact by BIDDER (s) to any middlemen or agent or broken with a view to securing the contract.
- 7.1.8. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the RFP issuing FEDERATION with the Bidder, the same shall not be opened.
- 7.1.9. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the RFP issuing FEDERATION, or alternatively, if any close relative of an officer of the RFP issuing FEDERATION has financial interest/stake in the Bidder firm, the same shall be disclosed by the Bidder at the time of filling of RFP. Any failure to disclose the interest involved shall entitle the RFP issuing FEDERATION to rescind the contract without payment of any compensation to the Bidder.
- 7.1.10. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- 7.1.11. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the RFP issuing FEDERATION, and if he does so, the RFP issuing FEDERATION shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the RFP issuing FEDERATION resulting from such rescission and the RFP issuing FEDERATION shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 7.2. The decision of the RFP issuing FEDERATION to the effect that a breach of the provisions of this pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidders can approach the Monitor(s) appointed for the purposes of this Pact.

## 8. FALL CLAUSE

The Bidder undertakes that he has not supplied/is not supplying similar services at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar services were supplied by the Bidder to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by The Bidder to the RFP issuing FEDERATION.

## 9. INDEPENDENT MONITORS

9.1. The RFP issuing FEDERATION will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder /Subcontractor(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Federation designated by the RFP issuing FEDERATION.

9.6. The Monitor will submit a written report to the designated Federation of RFP issuing FEDERATION/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the RFP issuing FEDERATION/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

## 10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the RFP issuing FEDERATION, or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

## 11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the RFP issuing FEDERATION.

## 12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

## 13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the RFP issuing FEDERATION and the Bidder /Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at ..... on .....

RFP issuing FEDERATION BIDDER

Name of the Officer

Designation

Witness Witness

1)..... 1).....

2)..... 2).....

## Annexure 5 – List of Documents to be Attached (Annexure 1-9)

S.N	Documents	Enclosed (Yes/No)	Page no
1	EMD in the form of Demand Draft @ 1% for the minimum business guarantee or business guarantee projected by applicants for the 1 <sup>st</sup> year	Yes/ No	
2	Copies of Annual Turnover for last 3 years along with CA certificate certifying the turnover and Audited balance sheet for last 3 years	Yes/ No	
3	Copy of Income Tax Return for the last 3 years	Yes/ No	
4	Certificate/ Agreement/order copy regarding being a supplier of AYUSH products to Govt/Sem Govt./Private institutions	Yes/ No	
5	Copies of total past orders/ certificates are to be attached compulsorily	Yes/ No	
6	Authorization for attending Bid Opening (if applicable)	Yes/ No	
7	Copy of document related to Establishment of Firm	Yes/ No	
8	GST Number	Yes/ No	
9	PAN Number	Yes/ No	
10	No near relative certificate <b><u>ANNEXURE -7</u></b>	Yes/ No	
11	Declaration for blacklisting/non-blacklisting <b><u>ANNEXURE-8</u></b>	Yes/ No	
12	Undertaking as per <b><u>ANNEXURE-10</u></b>	Yes/ No	

### Details of Demand Draft (EMD Deposit)

EMD	DD No.	Bank	Date	Amount

Signature & Seal

.....

Full Name of the Applicant

.....

## **Annexure 6 - FORMAT FOR POWER OF ATTORNEY**

(as per Clause 4.7 – (i)(c) of the RFP)

**(Original copy as part of Technical Proposal on stamp paper of value required under law duly signed by Bidder for the RFP)**

Dated: \_\_\_\_\_

### **POWER OF ATTORNEY**

#### **To Whomsoever It May Concern**

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of The Bidder) /do hereby constitute, appoint and authorize Mr \_\_\_\_\_ (Name of the Person(s), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for selection of Agency for All India Institutional sales of CG Herbals AYUSH Products

Invitation for RFP (RFP Document) Document dated \_\_\_\_\_, issued by The MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by The MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited or any governmental Federation, representing us in all matters before The MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited, and generally dealing with Federation in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr \_\_\_\_\_)

(Name, Title and Address of the Attorney)



## **Annexure 7 – NO NEAR RELATIVE CERTIFICATE**

(as per Clause 4.7 – (i)(e) of the RFP)

**Performa for no near relative (s) of the Institutional Agency working in CG State MFP Federation, Raipur Chhattisgarh**

**(To be executed on Rs.100/- Stamp Paper and notarized by the tenderer)**

I ..... Hereby declare and certify that none of my relative (s) as defined in the tender document is/are employed in Department of **CG State MFP Federation, Raipur** as per detail given below.

In case at any stage, it is found that the information given by me is false/incorrect, CGMFPFED shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

**Signature of the tenderer with seal**

**The near relative (s) means:**

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors).

**Any breach of these conditions by the company or firm or any other person, the tender/Award of Contract/Agreement/scope of work will be cancelled** and earnest money/security deposit will be forfeited at any stage whenever it is so noticed.

The CGMFPFED will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in future with regard to this unit.

**Signature of the tenderer with seal**

**Annexure 7A - DECLARATION FOR BLACKLISTING/ NON-  
BLACKLISTING**

(as per Clause 4.7 – (i)(e) of the RFP)

**(To be executed on Rs.100/- stamp paper and  
notarized by the Bidder)**

I/We Proprietor/Partner(s)/Director(s) of M/s-----hereby declare that the firm/company namely Ms\_\_\_\_\_ has not been blacklisted or debarred in the past by any other Govt./semi Govt./ Organization.

**In case the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled by the tender inviting authority EMD/Security Deposit shall be forfeited.**

Signature-----

Name-----

Capacity in which as signed-----

Name & Address of the firm-----

(Seal of the firm should be affixed)

**Dated Signature of Bidder with Seal**

## Annexure 9 – TECHNICAL BID FORMAT

(as per Clause 3.8 of the RFP)

### TECHNICAL CAPACITY OF THE BIDDER

Name of the Bidder / Applicant firm:

S.No	Name of eligible projects	Annual Turnover from Eligible Project as per clause 3.3 (i) of the RFP (In Rs. Lakhs)
1.	FY 2019-20	
2.	FY 2020-21	
3.	FY 2021-22	
Total Turnover in last three years		

- A Certificate from Statutory Auditor is required to be submitted certifying that the above Turnover is from the supply of AYUSH products to Govt. /semi-Govt./Cooperative/Private organization/Agencies in the last three years

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)  
Name and seal of Bidder

## Annexure 10 – TECHNICAL PROPOSAL OF BIDDER

(as per Clause 5.3.1 of the RFP)

### TECHNICAL PROPOSAL OF THE BIDDER

Name of the Bidder / Applicant firm:

S.No.	Technical Evaluation Criteria	Mention categories you are meeting criteria for Technical Proposal	Page number
1	Total experience in years of being supplier of AYUSH products to Govt. /semi-Govt./Cooperative/Private organization/Agencies  3 years to 4 Years Above 4 Years up to 5 years Above 5 Years up to 6 years Above 6 years		
2	Number of States the applicant has catered to in the last 3 years  3 States 4 States 5 States		
3	Total business since last 7 years from Govt. /semi-Govt./ Cooperative/ Private organization/ Agencies (Total Past Orders for AYUSH product Supply)  up to INR 5 Cr Above INR 5 Cr		
4	Total Turnover in the business since last 3 years from Supply of AYUSH products to Govt. /semi-Govt./ Cooperative/ Private organization/ Agencies across country  Above 2 Cr up to 4 Crore Above 4 Cr up to 6 Crores Above 6 Cr up to 8 Crores Above 8 Crores		
5	Maximum business guarantee for Two (2) Years over and above for a minimum business guarantee.  Up to 3 %  Up to 5 %		

- The bidders can submit a certificate from CA indicating Turnover in the business since last 3 years from Supply of AYUSH products to Govt./semi-Govt./Cooperative/Private organization/Agencies across country
- Relevant documents to be submitted including Client certificate/ order copies / CA Certificate / any other relevant proof of supply of AYUSH Products to Govt./semi-Govt./Cooperative/Private organization/Agencies

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)  
Name and seal of Bidder

## Annexure 10A – PRESENTATION SCORING FORMAT

Presentation Scoring Sheet		
S.No.	Presentation Section	Score (Maximum 5 marks for each section)
Section 1	About Company	
Section 2	Past experience	
Section 3	Details of States for whom supply order was executed	
Section 4	Target States	
Section 5	Target Achievement Plan	
	Total Score	

**Annexure – 11 UNDERTAKING BY THE INSTITUTIONAL AGENCY (TO  
AVOID BUSINESS CONFLICT)**

**(To be executed on Rs.100/- stamp paper and notarized by the Bidder)**

I/We Proprietor/Partner(s)/Director(s) of M/s----- hereby declare that the firm/company namely M/s----- will not be entered or engaged in similar scope of work activities of this tender documents with other competitors liaising or manufacturing firms / Departments under any circumstances.

**In case the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled by the tender inviting authority and EMD/Security Deposit shall be forfeited.**

Signature-----

Name-----

Capacity in which as signed-----

Name & Address of the firm-----

(Seal of the firm should be affixed)

**Dated Signature of Bidder with Seal**

## Annexure – 12 LIST OF AYUSH PRODUCTS

(as per clause 1.1 of the RFP)

Sr. No.	Circle	Name of Processing Unit	Products	SKU	MRP
1	2	3	4	5	6
1	Kanker	Dhanwantari Ayurvedic Pharmacy kasthagar, Bakhroopara, Narayanpur	Laksha Guggul	90 tab	185.00
				120 tab	240.00
			Kanchnaar Guggul	90 tab	185.00
				120 tab	240.00
			Sinhnaad Guggul,	90 tab	155.00
				120 tab	195.00
			Raj Pravartini Vati	90 tab	150.00
				120 tab	180.00
			Arshohar Vati,	60 tab	80.00
				90 tab	110.00
				120 tab	140.00
			Jyotishmati Oil,	50 ml	130.00
				100 ml	225.00
				200 ml	410.00
			Somraji Oil,	50 ml	100.00
				100 ml	180.00
				200 ml	330.00
			Nirgundi Oil,	50 ml	115.00
				100 ml	200.00
				200 ml	350.00
Viryasodhan Churna.	50 gm	90.00			
	100 gm	170.00			
	200 gm	315.00			
2	Kanker	Harra Vanoshadhi Prasanskaran kendra, Ikshapur, Kanker	Harra Churna	75 gm	40.00
				150 gm	65.00
			Baheda Churna	75 gm	40.00
				150 gm	75.00
			Amla Churna	100 gm	65.00
				200 gm	105.00
				500 gm	250.00
			Ashawagandha Churna	75 gm	110.00
				150 gm	210.00
				300 gm	370.00
				500 gm	585.00
			Triphala Churna	100 gm	55.00
				200 gm	80.00
				300 gm	110.00



Sr. No.	Circle	Name of Processing Unit	Products	SKU	MRP
1	2	3	4	5	6
				500 gm	170.00
			Satavari Churna	50 gm	50.00
				100 gm	80.00
				200 gm	135.00
				400 gm	235.00
			Safed Musli Churna	100 gm	330.00
				200 gm	630.00
				300 gm	935.00
				500 gm	1525.00
			Neem Churna	50 gm	40.00
				100 gm	65.00
				200 gm	95.00
				400 gm	170.00
3	Bilaspur	Gram Van Samiti, Donganala Vanoshadhi Prasanskaran kendra, Van Parichhetra Pali Vanmandal Katghora Dst. Korba	Hingvashtak Churna	100 gm	210.00
				200 gm	395.00
			Avipttikar Churna	100 gm	110.00
				200 gm	205.00
				300 gm	280.00
				500 gm	450.00
			Keshpal Churna,	75 gm	55.00
				150 gm	95.00
				300 gm	160.00
				500 gm	230.00
			Shardikhashi Nashak Churna	75 gm	100.00
				150 gm	190.00
				300 gm	340.00
				500 gm	540.00
			Herbal Madhumeh Nashak Churna	75 gm	85.00
				150 gm	145.00
			Payokil Dant manjan	75 gm	85.00
				150 gm	155.00
				300 gm	285.00
				500 gm	465.00
			Mahila Mitra Churna	75 gm	75.00
				150 gm	140.00
			Face Pack Churna	75 gm	55.00
				150 gm	95.00
300 gm	165.00				
500 gm	250.00				

Sr. No.	Circle	Name of Processing Unit	Products	SKU	MRP
1	2	3	4	5	6
			Sitopaladi Churna	100 gm	150.00
				200 gm	270.00
				300 gm	390.00
				500 gm	645.00
			Panchasam Churna	100 gm	85.00
				200 gm	150.00
				300 gm	215.00
				500 gm	345.00
			Pushyanug Churna	75 gm	80.00
				150 gm	145.00
				300 gm	250.00
				500 gm	395.00
			Amalaki Churna	100 gm	65.00
				200 gm	105.00
				500 gm	250.00
			Bilvadi Churna	75 gm	90.00
				150 gm	145.00
				300 gm	290.00
				500 gm	430.00
			Ashawagandhadi Churna	75 gm	100.00
				150 gm	190.00
			Satavari Churna	50 gm	50.00
				100 gm	80.00
				200 gm	135.00
				400 gm	235.00
			Triphala Churna	100 gm	55.00
				200 gm	80.00
				300 gm	110.00
				500 gm	170.00
			Ajmodadi Churna	50 gm	50.00
				100 gm	85.00
				200 gm	160.00
				500 gm	335.00
			Kali musli		rate yet to be finalised
			Arjuntwak Churna	75 gm	35.00
				150 gm	65.00
				300 gm	100.00
				500 gm	150.00

Sr. No.	Circle	Name of Processing Unit	Products	SKU	MRP
1	2	3	4	5	6
4	Raipur	Bhooteshwar Nath Herbal Aushdhi Prasanskaran Kendra, Keshodaar, Gariaband	Mahavishgarbha Oil	50 ml	105.00
				100 ml	175.00
				200 ml	335.00
			Bhringraj oil	50 ml	110.00
				100 ml	195.00
				200 ml	360.00
			Pradrantak Churana	100 gm	95.00
				200 gm	170.00
				300 gm	240.00
				500 gm	395.00
			Krimghan Churna	100 gm	60.00
			Punarnava Churna	50 gm	50.00
				100 gm	85.00
				200 gm	155.00
				400 gm	290.00
			Navayas Churna	100 gm	95.00
				200 gm	170.00
				500 gm	405.00
			Amalakyadi churna	100 gm	80.00
			Vaishwanar Churna	75 gm	65.00
				150 gm	120.00
				500 gm	330.00
			Tulsi Churna	75 gm	65.00
				150 gm	110.00
			Satavari Churna	50 gm	50.00
				100 gm	80.00
				200 gm	135.00
				400 gm	235.00
Kaunch Churna	100 gm	70.00			
Ashwagandha Churna	75 gm	110.00			
	150 gm	210.00			
	300 gm	370.00			
	500 gm	585.00			
Sarvjwarhar Churna	75 gm	200.00			
	150 gm	390.00			
	300 gm	760.00			
	500 gm	1355.00			
5	Raipur	Aushdhi Prasanskaran	Harra Churna	75 gm	40.00
				150 gm	65.00

Sr. No.	Circle	Name of Processing Unit	Products	SKU	MRP
1	2	3	4	5	6
		kendra, Jai Maa Bambleshwari Swa Sahayta Samooh, Station Para, Dugli, Dhamtari	Baheda Churna	100 gm	45.00
				200 gm	75.00
			Amla Churna	100 gm	65.00
				200 gm	105.00
				500 gm	250.00
			Ashawagandha Churna	75 gm	110.00
				150 gm	210.00
				300 gm	370.00
				500 gm	585.00
			Triphala Churna	100 gm	55.00
				200 gm	80.00
				300 gm	110.00
				500 gm	170.00
			Kalmegh Churna	50 gm	35.00
				100 gm	55.00
				200 gm	95.00
				400 gm	185.00
			Satavar Churna	50 gm	50.00
				100 gm	80.00
				200 gm	135.00
				400 gm	235.00
			Arjun Churna	75 gm	35.00
				150 gm	65.00
				300 gm	100.00
500 gm	150.00				
Jamun Guthli Churna	100 gm	70.00			
	200 gm	120.00			
Jyotishmati oil	50 ml	130.00			
	100 ml	225.00			
	200 ml	410.00			
6	Jagdapur	Vanoshadhi Prasanskaran kendra, Kurndi	Jamun Churna	100 gm	70.00
				200 gm	120.00
			Ghiloy Churna	50 gm	35.00
				100 gm	65.00
				200 gm	115.00
				400 gm	210.00
			Gudmar Churna	50 gm	45.00
				100 gm	75.00
				200 gm	140.00

Sr. No.	Circle	Name of Processing Unit	Products	SKU	MRP
1	2	3	4	5	6
				400 gm	260.00
			Nirgundi Churna	75 gm	50.00
				150 gm	90.00
			Neem Patri Churna	50 gm	40.00
				100 gm	65.00
				200 gm	95.00
				400 gm	170.00
			Tulsi Churna	75 gm	65.00
				150 gm	110.00
			Kalmegh Churna	50 gm	35.00
				100 gm	55.00
				200 gm	95.00
				400 gm	185.00
			Harra Churna	75 gm	40.00
				150 gm	65.00
			Safed Musli Churna	100 gm	330.00
				200 gm	630.00
				300 gm	935.00
				500 gm	1525.00
			Ashwagandha Churna	75 gm	110.00
				150 gm	210.00
				300 gm	370.00
				500 gm	585.00
			Amla Churna	100 gm	65.00
				200 gm	105.00
				500 gm	250.00
7	Sarguja	Vanoshadhi Prasanskarana kendra, Panchakki, Jashpur	Chyawanprash	300 gm	170.00
				600 gm	265.00
				1200 gm	500.00
			Vasavaleh	300 gm	200.00
				600 gm	380.00
			Kaunch pak	100 gm	115.00
				200 gm	200.00

## **Financial Proposal**

## Annexure – 13 FINANCIAL BID

I hereby agree to perform activities as per scope of work mentioned in the RFP for the duration of contract at the following proposed Commission of the supply order value of AYUSH products of Chhattisgarh Herbals brand.

Scope of the Work	Proposed Commission (in %)	
	% (In Number)	% (In Words)
ALL INDIA INSTITUTIONAL SALES of CG HERBALS AYUSH PRODUCTS (EXCEPT FOR AYUSH DEPARTMENT OF C.G.)		

Note:

- (i) Proposed Commission shall be quoted including all the applicable taxes including GST, risks, cost of logistics, cost of operation and any other direct/indirect expenses incurred by bidder in order to fulfil the terms and conditions defined under scope of work of this RFP
- (ii) Quoted percentage (Proposed Commission) will be given in 3 parts, that is 1/3 at time when the orders is received, 1/3 at time of dispatch of goods, and rest or remaining after receipt of payment to CGMFPFED for the supplied order. Institutional agent, can reappoint various dealers, agency, persons to work on their behalf, and commission can be given directly to related, on written confirmation from agent

Signature & Seal

Full Name of the Applicant