

Request for Proposal
for
**Selection of Single Operator for Operation,
Maintenance and Management of CMART Outlets
in Chhattisgarh at Raipur, Bilaspur, Durg,
Jagdalpur and Sarguja**



**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

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Notification No. MFP FED/03/C-Mart (2022)-I

Dated 06 /04/2022

TENDER NOTICE FOR SELECTION OF SINGLE OPERATOR FOR OPERATION, MAINTENANCE AND MANAGEMENT OF CMART OUTLETS IN CHHATTISGARH AT RAIPUR, BILASPUR, DURG, JAGDALPUR AND SARGUJA

C.G. MFP Fed. invites proposal in prescribed format from qualified and experienced bidders for Operation, Maintenance and Management of CMART Outlets in Chhattisgarh at Raipur, Bilaspur, Durg, Jagdalpur and Sarguja.

Date of pre-bid meeting	26-04-2022
Last Date of Submission of Tender	06-05-2022 by 3:00 Pm
Date of Opening of Technical Bid	06-05-2022 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.cgmpfed.org. Modification / Amendment / Corrigendum to the Tender document, if any, shall be uploaded on the website only.

Managing Director

Important Dates

1.	Pre-Bid Meeting	26-04-2022
2.	Last Date of Submission of Bid	06-05-2022 by 3:00 PM
3.	Date of Opening of Technical Bid	06-05-2022 by 3:30 PM

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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.

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.

IMPORTANT INFORMATION

1.	Name of the project	Operation, Maintenance and Management of State Level CMART Outlets
2.	RFP issued by	Chhattisgarh Minor Forest Produce Cooperative Federation Limited
3.	Date of issue of RFP	06-04-2022
4.	Date of sending Pre-bid Query	25-04-2022 by 5:00 PM
5.	Date of Prebid Meeting	26-04-2022
6.	Date of Pre-bid query response	28-04-2022
7.	License Period	Seven (7) years from the date of Execution of License Agreement with an extension of another Three (3) years on satisfactory performance by the Operator and as decided by Federation
8.	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"
9.	Earnest Money Deposit	INR. 2,00,000.00 (Two Lakhs only) in the form of DD drawn in the favour of "MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited"
10.	Last date and time of Submission of bid	06-05-2022 before 3:00 PM
11.	Date of Presentation	Shall be intimated later
12.	Opening of Technical Bid	06-05-2022 before 3:30 PM
13.	Opening of Financial Bid	Time & Date will be intimated later after evaluation of Technical Bid.
14.	Method of Selection	QCBS
15.	Place of obtaining RFP Documents	The tender can be downloaded from State administration website of Chhattisgarh Minor Forest Produce Cooperative Federation Limited. Website: https://www.cgmfpfed.org/
16.	Email for Correspondence	mfpfed.cg@nic.in

SECTION 1- BACKGROUND AND PROJECT BRIEF

1. Background

Government schemes are being implemented by various Departments to support Women SHGs, artisans, Farmer Producer Organisations and other beneficiaries to produce variety of products related to agriculture, horticulture, FMCG, Beauty products, health products, MFPs, handloom, Handicraft, wooden sculptures, Bell metal, khadi village industries, etc. However, these products that are either manufactured or processed by these beneficiaries do not attract market competitive sale prices due to lack of infrastructure facilities, marketing avenues, uniform sales network and presence of middleman who takes away major share of the profit.

The State government has envisaged to develop retail outlets for providing a sales and marketing platform for the products manufactured / prepared by the SHGs, FPOs, artisan and other beneficiaries under Government schemes which are being implemented by various Departments functioning under the State government.

2. Project Brief

The State government has envisaged to develop retail outlets named "State Level CMART" across 5 Regional Headquarters namely Raipur, Bilaspur, Durg, Jagdalpur and Sarguja for providing a sales and marketing platform for the products manufactured / prepared by the women self-help groups, craftsmen, weavers, artisans, potters, and other traditional and cottage industries under various State Government supported schemes.

C-MART will be established in all the Regional headquarters in the format of retail outlets across area admeasuring 8000 to 10,000 square feet of built-up area in case of municipal corporations and 6,000 to 8000 square feet of built-up area in case of municipalities, or as per the requirements of the area.

The Chhattisgarh Minor Forest Produce Federation in after called the "Federation" has been entrusted with the responsibility for selection of Single Operator for Operation, Maintenance and Management of the State Level CMART outlets across Regional Headquarters namely Raipur, Bilaspur, Durg, Jagdalpur and Sarguja (Selected bidder shall be referred as the operator).

A single Operator shall be selected through this RFP for the Operation, Maintenance and Management of the State Level CMART outlets across Regional Headquarters namely Raipur, Bilaspur, Durg, Jagdalpur and Sarguja

The Federation will appoint Project Management Unit (PMU) at State level for Branding and Marketing of products being manufactured by the Producers. Producers shall be SHG, Artisan, FBOs, groups manufacturing products including other traditional and cottage industries under various State Government supported schemes.

Initially operations at State level CMART outlets will commence in a temporary building and later shall be shifted to the new building. In both temporary and permanent location, the CMART outlets shall be handed over to the selected operator on plug and play basis. Layout and store design will be decided at the State level and shall be uniform across all the State level outlets.

SECTION 2- SCOPE OF WORK AND TERMS OF REFERENCE

2. Scope of Work and Terms of Reference

2.1 The brief scope of work and responsibilities of Operator is mentioned below:

2.1.1 Procurement of Products from Producers within State

1. Purchase of product range from the producers at the bidding discount rate as per the current MRP, which shall be communicated in the beginning of the contract and with every change, whenever deemed fit by the Federation for products manufactured within the State. An indicative list of product category, Product name and its MRP is attached as **Annexure 5**
2. The Operator shall keep minimum quantity, as decided by the Federation, of all the products across product categories from the product list as per **Annexure 5** (which will be revised/appended from time to time by the Federation) at the State Level CMART outlets.
3. The operator shall place order for Quarterly requirement of products to the Regional Wearhouse (Within the Jurisdiction of the respective State Level CMART Outlet) at least 30 days prior to the beginning of that quarter. Further, Regional Wearhouse and District Level PMU will coordinate with producers for getting the ordered products as per the prescribed format (which will be provided upon finalization of contract by the Federation)
4. For any additional requirement of products during the Quarter for which order has already been placed, the demand shall be placed to the Regional Wearhouse at least 30 days prior to the expected date of delivery of the ordered products.
5. Regional Warehouses, within their jurisdiction, shall procure the ordered products from the concerned producers as per the requirement of the operator. Payment to Producers shall be made by the Regional Warehouses within 7 days of receipt of the ordered products.
6. Producer will supply/ deliver products to the Regional Warehouses, within the jurisdiction, based on the order placed to the Regional Warehouse, within One (1) month from the date when the order was placed for their Quarterly requirement of the Products. The operator shall check the products while taking the delivery from the Regional Warehouses. No complaints from the Operator shall be entertained in this regard at later stages.
7. Operator shall make the payment to the Regional Warehouses, at the time of taking delivery, in the form of Postdated Cheque (PDC) as per the following payment schedule:
 - a. Sixty (60) days credit for First year of operations.
 - b. Forty-Five (45) days credit for Second year of operations.
 - c. Thirty Days (30) of credit for Third year of operations and there on-wards, except last 60 days of contract.
8. The Operator shall not have the provision for return or replacement of products once the delivery of the ordered products has been taken by the operator from the Regional Warehouses.

9. Transportation of all the products from Regional Warehouses within the jurisdiction to the different State level CMART Outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja) or to the warehouse of the operator will be done by the operator at its own cost

2.1.2 Procurement of CG MFP Federations “CG Herbals Products from Authorized Distributor

1. The Operator shall keep minimum quantity of all the products of Chhattisgarh Herbals at State Level CMART Outlets, as decided by the Federation. Indicative list of Chhattisgarh Herbals Products is attached as Annexure- 5A. The Operator shall place the orders directly to the Authorized distributor of CG MFP Federation in writing for the purchase of CG herbals products. The products will be available at a fixed discount of 15% on the MRP, and the authorized distributor shall be responsible for the delivery of the products to the Regional Warehouses within the jurisdiction to the different State level CMART Outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja).
2. The operator shall check the products while taking the delivery from the Authorized distributor’s delivery executive. No complaints from the Operator shall be entertained in this regard at later stages. Payments to the authorized distributor shall be made by the Operator within 40 days from the date of receipt of delivery of the CG Herbals products for which order was placed by the Operator.
3. Payment to Authorized distributor of CG MFP Federation shall be made by the operator in the form of Postdated Cheque (PDC) at the time of receiving delivery of the products at the Regional Warehouses within the jurisdiction to the different State level CMART Outlets. The payment amount mentioned in the PDC shall be of the amount after deducting the applicable GST and fixed discount of 15% on the MRP of the products for which order was placed by the Operator.
4. Authorized distributor of CG MFP Federation will supply/ deliver products to the operator at the at the Regional Warehouses within the jurisdiction to the different State level CMART Outlets based on the order placed to Authorized distributor within One (1) month from the date when the order was placed. The operator shall check the products while taking the delivery from the Authorized Distributor. No complaints from the Operator shall be entertained in this regard at later stages.
5. Transportation of all the products from Regional Warehouses within the jurisdiction to the different State level CMART Outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja) or to the warehouse of the operator will be done by the operator at its own cost
6. The Operator shall not have provision for return or replacement the products once the ordered products are delivered at the Regional Warehouses within the jurisdiction to the different State level CMART Outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja) by the Authorized Distributor
7. The Authorized Distributor shall not be liable for any claims, dispute with regards products once they are delivered at the Regional Warehouses within the jurisdiction to the different State level CMART Outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja) by the Authorized Distributor.

2.1.3 General

1. Out of the total shelf space, at least 60% of shelf space should have Producers' products including CG herbals products at the State level CMART from within State and the remaining 40% of the shelf space may be utilised by the Operator to keep products of non-compete category of products.
2. Non- compete category list of products shall be approved by the Federation from time to time for the State Level CMART outlets, and such products should supplement the range of products being supplied by the Producers throughout the period of contract instead of competing with the existing products range being supplied by them.
3. In case of any pending order due to the non-availability of the product(s), if any, shall automatically be executed by the Producer through Regional Warehouses on the availability of fresh stocks unless the Regional Warehouse receives in writing from the Operator at least 3 (three) days prior to such execution, the cancellation of pending order.
4. Operator will achieve sales targets, as mentioned in the technical bid.
5. The Operator is expected to estimate through its own resources, the extent of additional cost that Operator may incur, on account of managing expired stocks. The Operator shall be responsible for disposing such expired products on his own. The Federation shall not provide any replacements and/ or financial support on the account of expired products.
6. The Operator shall provide weekly sale report to the PMU (format of which will be decided by the Federation).
7. The Operator shall be able to generate real time, accurate and verifiable MIS reports on sales (Product-wise and SKU-wise) stocks (Product-wise and SKU-wise), for the management of State level CMART outlets. Federation reserves the right to alter/ modify the formats and frequency of reports as and when it deems necessary.
8. The Operator shall ensure deployment of inventory management, sales and order management software, digital payment systems at State level CMART outlets and shall ensure that the deployed staff is properly trained to handle the software and payment systems. The operator shall obtain prior approval from the Federation before selecting inventory management, sales, and order management software for managing operations at State Level CMART outlets.
9. Operation, Maintenance and Management of the State Level CMART outlets, in terms of upkeep of infrastructure, recruitment and training of human resources, statutory obligations, operational costs including Electricity Bill, Salary of the Staff, Maintenance cost including AMC and Insurance, water charges etc. shall be sole responsibility of the Operator for the entire duration of valid contract.
10. The Operator shall bear all Bank charges incurred for making payments to the Regional Warehouses
11. All risks in relation to the products received from Regional Warehouses shall be passed onto the operator from the very moment the ordered products are delivered to the Operator at the Regional Warehouses

12. It shall be Operator's responsibility to ensure barcoding of the all the products stocked and sold from State Level CMART outlets if the products are received without barcode.
13. Operator shall be allowed to cater to bulk orders received from the retailers for the products manufactured by the Producers keeping the PMU informed
14. Operator will be free to use different platforms like e-commerce for increasing Sales and promotional activities.
15. Operator shall not sell products above MRP fixed by the Producers /Manufacturer
16. Operator shall ensure sales of only genuine products at State level CMART outlets
17. GST or any other tax applicable shall be borne by the Operator.
18. Operator shall ensure that expired and damaged products are not supplied to the market. Entire responsibility of the expired and physically damaged goods in market shall remain with Operator. All civil and criminal liabilities in relation to keeping and selling expired goods would solely belong to the Operator and the Federation would not be responsible for the sale of expired goods.
19. The Operator shall take appropriate insurance cover in respect of the stocks held by them against risk of fire, riot, strike, malicious damage, explosion, burglary, and housebreaking.
20. The Operator shall ensure proper segregation and disposal of waste generated in the CMART outlets
21. The Operator shall not enter into any joint Venture with any third party for fulfilling the above-mentioned work and responsibilities. The Operator shall not sublet CMART outlets to any other party.
22. The Operator shall neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the rights hereby granted or on the whole or any part of the State level CMART outlets nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement.
23. The Operator has no right to sell or mortgage the title of the Site, and/or State level CMART outlets Project Assets or any of the whole or part thereof and it shall, on the Transfer Date, transfer and hand over the Site along with the State level CMART outlets facilities and assets to the Federation or its nominated agency in accordance with the provisions hereof.
24. The Operator shall take all reasonable precautions for the prevention of accidents and provide all reasonable assistance and emergency medical aid to accident victims;
25. The Operator shall indemnify the Federation against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Operator in connection with the performance of its obligations under this Agreement;
26. The Operator shall in accordance with Good Industry Practice ensure that all property, Project Assets, rights and other items (constituting Assets) which are vested in or transferred to Authority shall be in good working order and in a good state of repair. The Operator shall hand over / transfer Project Assets of the State level CMART outlets to the Federation upon Expiry of agreement period or Termination of the Agreement;

27. The Operator shall not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement;
28. Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not assign or in any manner create an Encumbrance on any State level CMART outlets asset(s) without prior written approval from the Federation.
29. The operator shall procure all requisite clearances, licenses, permits, approvals for undertaking its obligations under this Agreement and for operation, maintenance and management of the State level CMART outlets, and shall comply with all applicable laws, rules, regulations etc
30. The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
31. The Operator shall make such routine repairs and maintenance of the State level CMART outlets carrying out renovations / refurbishments / improvements at the State level CMART outlets the Operator may deem reasonably necessary, at its own cost. It being agreed that any repair, maintenance requiring construction or reconstruction of the State level CMART outlets or part thereof including construction of additional facilities, structural repairs within the Site shall be undertaken by the Operator only with the prior approval of the Federation

2.1.4 Support Provided by Federation

1. The Federation will appoint Project Management Unit (PMU) at State level for Branding and marketing of products being manufactured by the Producers.
2. In consultation with the Federation existing infrastructure (Government property) shall be identified preferably in location where already commercial activities are undertaken and shall be responsible to finalise the layout and interior design of the temporary State Level CMART Outlets.
3. The Federation shall be responsible to handover of both temporary and permanent infrastructure for CMART Store to the operator on plug and play basis
4. The Federation will extend support in Advertising and promotional activities for Producers' products in social media, print media, Radio, Television etc.
5. The Federation shall finalise and approve the list of non- compete category products or product variants which can be kept at the State Level CMART Outlets for Sale.
6. Federation shall prepare the list of Products which shall be kept at the State Level CMART Outlets
7. MRP shall be decided by the Federation in consultation with the District level Committees and Producers

SECTION 3- MINIMUM ELIGIBILITY CRITERIA

3. Minimum Eligibility Criteria

3.1 The Bidder must have the requisite financial strength and capability in operation, maintenance and management of CMART outlets at State level . The Bidder must also possess the expertise and capability required for successfully improving the sale of products manufactured/processed by the Producers , for the entire period of the contract.

3.2 The Bidder should be a sole proprietorship firm / registered partnership firm / a company registered in India under the Companies Act 1956 / 2013 (Joint venture / Consortium shall not be allowed)

3.3 For demonstrating technical capacity and experience, the Bidder shall have:

- i. Minimum Annual Turnover of INR 1 Crore (One Crore only) in Eligible Projects in anyone (1) of the past three (3) years (i.e., FY 2019-20, 2020-21, 2021-22)* preceding the Bid Due Date, and;
- ii. Experience of at least one (1) year in operation and Management of Eligible projects in the past three (3) years (i.e., FY 2019-20, 2020-21, 2021-22)* preceding the Bid Due Date, and;
- iii. Minimum Net worth of the directors/ promoters of the bidder above INR 25 Lakh as on 31 March 2022.

(Eligible Projects for purpose of evaluation: Grocery Store, shopping center, shopping mall, retail business, Medical Store)

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the details for 3 (three) years preceding the year of the latest financial year to meet the criteria as per Clauses 3.3 above

3.4 The Bidder should a valid PAN NO. And G.S.T. Registration.

Any entity, which has earlier been barred by the Government of Chhattisgarh (GoC), or any PSU /Federation /local body of State Government of Chhattisgarh (SG) from participating in its projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.

Note: Only those bidders who meet the pre-qualification criteria specified above will be eligible to respond to this RFP. The Bidder pre-qualification proposal shall contain the relevant information & supporting documents to substantiate the eligibility of The Bidder vis-à-vis the pre-qualification criteria (Minimum Eligibility Criteria).

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 Operation, maintenance, management 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 Federation intends to adopt Quality cum Cost Based Selection (QCBS) bidding process for the selection of Operator for Operation, Maintenance and Management of State Level CMART outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja. 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

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 as per Annexure-3.

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 of INR Two Lakhs (Rs 2,00,000) 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.

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-7, Annexure-7A and Annexure- 8** including relevant documents.
 - i. Copy of the PAN Card.
 - ii. Copy of the GST Registration.
 - iii. Certificate of Annual Turnover and net worth from a certified chartered accountant in practice.
- f. Earnest Money Deposit in the manner described **as per clause 4.4**
- g. 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.
- h. Presentation for the Project as per **Annexure-8A** .

(ii) Part II Submission

- a. Financial proposal in the format as set out in **Annexure-10**.
 - b. The Financial Proposal shall be quoted as base discount Rate in Percentage on Category of Products manufactured/prepared/processed by the Producers, at which the bidder agrees to purchase the products to be sold through State Level SMART Outlets
- (iii) The Applicant shall seal the Part I Submission and the Part-II Submission separately in two 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 Single Operator for Operation, Maintenance and Management of CMART Outlets at State Level"**

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

If any envelope is not sealed and marked as instructed above, Federation. assumes no 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 next best value Bidder or call for new proposals from the interested Bidder or invoke the BG of the most responsive Bidder.

4.14 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.

4.15 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 Federation for, inter alia, time, cost, and effort of the Federation, 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 Federation 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 two (2) 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:

- 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.

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. **Quality cum Cost Based Selection (QCBS)** system shall be adopted for selection of Operator. 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.

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”**. The Method of Selection shall be Quality cum Cost Based Selection (QCBS). Bidders qualifying the pre-qualification criteria (**Section 3 “Minimum Eligibility Criteria”**) and obtaining 65% 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 Method of Selection shall be Quality cum Cost Based Selection (QCBS). The bidders getting 65% and above score in Technical evaluation as per Clause 5.3 shall be eligible for financial bid opening. The technical evaluation shall be given weightage of 70% **as described in 5.1 and 5.3** and the financial evaluation shall be given weightage 30% as described in **clause 5.4**

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 1000 numbers. Parameter and points are detailed below :-

S.No.	Criteria	Score (A)	Weightage (B)	Proposed Target Required Documentary Evidence
1	Annual Sales per sq feet from 60% of the total carpet area of commercial space Turnover planned (in INR)			
1A	INR 300 and above per sq ft in First Year (FY 2022-23)		20	Committed Sales Target for year 1 to be filled by the Bidder in Annexure 8 A
	up to 300 INR	2		
	Above 300 up to 325 INR	4		
	Above 325 up to 350 INR	6		
	Above 350 up to 375 INR	8		
	Above 375 INR	10		

1B	INR 400 and above per sq ft in Second Year (FY 2023-24)			
	up to 400 INR	2	15	Committed Sales Target for year 2 to be filled by the Bidder in Annexure 8 A
	Above 400 up to 425 INR	4		
	Above 425 up to 450 INR	6		
	Above 450 up to 475 INR	8		
	Above 475 INR	10		
1C	INR 500 and above per sq ft from Third Year (FY 2024-25)			
	up to 500 INR	2	10	Committed Sales Target for year 3 to be filled by the Bidder in Annexure 8 A
	Above 500 up to 525 INR	4		
	[Above 525 up to 550 INR	6		
	Above 550 up to 575 INR	8		
	Above 575 INR	10		
2	Years of experience			
2A	No. of Years of experience from the Eligible Projects			
	1 to 3 years	5	5	Details and documents to be provided as per Annexure 7 A
	Above 3 years	10		
3	Combined Financial Net worth of the company promoters/ directors			
	Above 25 lakhs up to 1.0 Crore	3	25	Details and documents to be provided as per Annexure 7
	Above 1.0 Cr up to 3.0 Crores	5		
	Above 3.0 Cr up to 5.0 Crores	7		
	Above 5.0 Crores	10		
4	Plan for Achieving the targets (Average presentation Score)**	10	25	Presentation to cover sections as per Annexure 9
Total			100	

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

- a. The bidders getting 65% (650) or more score out of total allocated marks (1000) in Technical evaluation shall be eligible for financial bid opening. Each Technical proposal will be assigned a Total Technical score (ST).

Illustration of evaluation of technical proposal of two (2) bidders as Scenario 1 and Scenario 2

1. Scenario 1- Considering proposed sales target as mentioned below:

Planned annual sales per sq feet from 60% of the total carpet area:

Year 1: INR 320 per sq ft

Year 2: INR 420 per sq ft

Year 3: INR 500 per sq ft

Scenario 1: Considering experience of two (2) years from the Eligible projects, and turnover of more than 1 Crores INR in 2019. The combined net worth of the Company / Directors considered as 80 lakhs as on 31st March 2022. Considering 5 marks obtained in the presentation.

Planned annual sales per sq. feet from 60% of the total carpet area:	Calculation as per the table above: Score (A) x Weightage (B)	Score
Year 1: INR 320 per sq. ft	Above 300 up to 325 INR; 4 x 20	80
Year 2: INR 420 per sq. ft	Above 400 up to 425 INR; 4 x 15	60
Year 3: INR 500 per sq. ft	up to 500 INR; 2 x 10	20
Number of years of experience from eligible projects	2 years; 5 x 5	25
The combined net worth of the company directors is 80 lakhs as on 31 st March 2022	Above 25 lakhs up to 1.0 Crore; 3 x 25	75
Average presentation Score	5 marks; 5 x 25	125
Total score in Technical evaluation (ST)		385
Whether eligible for further evaluation		NO

Technical evaluation result as per Scenario 1: The total score (ST) obtained after technical evaluation is 385 out of total allocated 1000 Marks, which is below 650 (65%) of total allocated marks, Hence, in Scenario 1 bidder is **NOT** eligible for opening of Financial proposal.

2. Scenario 2 - Considering proposed sales target as mentioned below:

Planned annual sales per sq. feet from 60% of the total carpet area:

Year 1: INR 370 per sq. ft

Year 2: INR 460 per sq. ft

Year 3: INR 570 per sq. ft

Scenario 2: Considering (1) year of experience from the Eligible projects, and turnover of more than 1 Crores INR in 2019. The combined net worth of the Company / Directors as INR 12 Crores as on 31st March 2022. Considering 8 marks scored in the presentation.

Planned annual sales per sq. feet from 60% of the total carpet area:	Calculation as per the table above: Score (A) x Weightage (B)	Score
Year 1: INR 370 per sq. ft	Above 350 up to 375 INR; 8 x 20	160
Year 2: INR 460 per sq. ft	Above 450 up to 475 INR; 8 x 15	120

Year 3: INR 570 per sq. ft	Above 550 up to 575 INR; 8 x 10	80
Number of years of experience from eligible projects	2 years; 5 x 5	25
The combined net worth of the company directors is 12 Crores as on 31 st March 2022	Above 5.0 Crores; 10 x 25	250
Average presentation Score	8 marks; 8 x 25	200
Total score in Technical evaluation (ST)		835
Whether eligible for further evaluation		YES

Technical evaluation as per Scenario 2: The total score (ST) after technical evaluation is 835 out of total allocated 1000 marks, which is above 650 (65%) of total allocated marks, Hence, in Scenario 2 bidder **is eligible** for opening of Financial proposal.

5.4 Evaluation of Financial bid

1. In the second stage, the financial evaluation will be carried as under.
 - b. Each financial proposal will be assigned a financial score (SF)
 - b. For financial evaluation, the discount margin quoted will be the scoring criteria
 - c. The Federation will determine whether the Financial Proposals are complete unqualified and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting total cost of services. Omission, of any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the bidder.
 - d. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

In Which SF is financial score

FM is the lowest price

F is the price quoted by the respective bidders

The calculation of Price (F) will be done as the discount margin quoted for each product category (D1, D2, D3...) multiplied by the weightage (W1, W2, W3...) assigned to the product category.

$$F = (D1 \times W1) + (D2 \times W2) + (D3 \times W3) + (D4 \times W4) + (D5 \times W5)$$

2. Combined and Final evaluation

The weightage given to the technical and financial proposals are TW = 0.70 and FW = 0.30 respectively;

- a. Proposal will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = (ST \times TW) + (SF \times FW)$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and the Financial Proposal, which shall be 0.70 and 0.30 respectively.

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 shall execute the Distribution Agreement within one month 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 guarantee shall be INR 15,00,000 (Fifteen Lakhs Only).
- d. The contract shall be awarded with the validity of 7 years from the date of signing of the agreement.

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.

Annexure –1- GENERAL INFORMATION ABOUT BIDDER

(as per Section 3 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, Startup)		
3.	Contact Number		
4.	E-mail:		
5.	Mobile No:		
6.	Name of Authorized Representative (Chief Executive Officer / Director) (Telephone No)		
7.	Year of Establishment		
8.	GST No. (enclose certificate)		
9.	Income Tax PAN (enclose copy)		
10.	Scanned copy of Memorandum of Association and Article of Association showing objectives of the company/ Organization and Registration Certificate.		
11.	Scanned copy of original certificate showing the date of existence /incorporation of the Legal entity		

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,

MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited
State Level CMART Outlets PMU
Van Dhan Bhawan, Sector 24, Nava Raipur, Atal Nagar, Chhattisgarh
Phone -
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:

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-7, Annexure- 7A and Annexure- 8**)
6. Presentation for the Project (**Annexure 8A**)
7. Financial Bid (**Annexure-10**)
8. All supporting document asked in the Eligibility Criteria as per **Section 3 and Annexure 7, Annexure 7A and Annexure- 8**
9. Tender document with Draft Agreement duly signed.

Annexure 3- FORMAT OF SENDING PRE-BID QUERIES
(as per Clause 4.2 (5) of the RFP)

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

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 Operator for operations, maintenance, and management of State level CMART outlets for a period of five 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 facia 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 five years, which may be further extended 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 - INDICATIVE LIST OF PRODUCERS' PRODUCTS

INDICATIVE LIST OF PRODUCTS MANUFACTURED BY PRODUCERS IN THE STATE

Product Category	Product Name
FMCG - Food	Dal (Arhar, Moong)
	Organic Rice
	Speciality Rice (Green Rice, Aromatic Rice etc.)
	Badi (Moong, Urad etc)
	Bakery product
	Cashew
	Chow mien
	Coriander Powder
	Garam Masala
	Flour (Maida, Idli, Wheat etc)
	Pickle (Jackfruit, lemon, mango etc)
	Mixture Namkeen & Sweet
	Mustard Seed
	Mushroom
	Organic milk
	Dairy Products (Curd, Milk, Paneer etc.)
	Papad (Moong Dal, Rice Dal etc)
	Porridge
	Powder (Haldi, Chilli etc)
	Pulses
Sauce (Chilli, Soya, Tomato etc)	
FMCG - Non Food	Broom
	Candle
	Cotton wick
	Dish wash
	Dona Pattal
	Handwash
	Incense stick
	Phenyl
	Shampoo
	Slipper
	Bathing Soap
	Detergent (Powder, Liquid, Bar)
	Toilet cleaner
	Plastic Items (Bucket, Mug, Basket etc)
Handicraft	Bamboo Items
	Bell metal Items (Bull, Mask, Pen stand, Lamp, Hanger, Jewellery etc)
	Bracelet bangle

Product Category	Product Name
	Clay Products (Bottles, Cooker, Tava etc)
	Cow Dung pot
	Kalash
	Lamp
Handloom	Kosa and cotton sarees/material
	Tai-tai saree
	Tasar reeled thread
	Tasar Spun thread
	Bunyad reeled thread
Herbal	Aloevera Products (body wash, shampoo etc)
	Aloevera Juice
	Amla Products (Candy, Juice, Pickle, Murabba etc.)
	Churna (Arjun, Baheda, Giloy etc)
	Forest medicine
	Dhoop
	Herbal tea
	Honey

Annexure 5 A- INDICATIVE LIST AND MRP OF CHHATTISGARH HERBALS PRODUCTS

INDICATIVE LIST AND MRP OF CG HERBALS PRODUCTS MANUFACTURED IN THE STATE

(CG Herbal Products shall be provided at fixed discount of 15 % on MRP)

S.No.	Product Name	Unit	Packing Size	MRP
1	Triphala Churna	gm	100	55.00
		gm	200	80.00
		gm	500	170.00
2	Ajmodadi Churna	gm	100	95.00
		gm	200	155.00
		gm	500	340.00
3	Keshpal Churn	gm	50	50.00
		gm	100	70.00
		gm	200	110.00
		gm	500	230.00
4	Shatavari Churn	gm	50	55.00
		gm	100	80.00
		gm	200	135.00
		gm	500	295.00
5	herbal coffee Churn	gm	50	65.00
		gm	100	110.00
		gm	200	200.00
		gm	500	455.00
6	hingvashtak Churn	gm	50	115.00
		gm	100	210.00
		gm	200	395.00
7	Mahila Mitra Churn	gm	50	55.00
		gm	100	95.00
8	Bilwadi churna	gm	50	75.00
		gm	100	115.00
		gm	200	195.00
		gm	500	430.00
9	Pushyanug Churna	gm	50	70.00
		gm	100	105.00
		gm	200	180.00
		gm	500	395.00
10	amlaki churna	gm	50	45.00
		gm	100	65.00
		gm	200	100.00
		gm	500	210.00

S.No.	Product Name	Unit	Packing Size	MRP
11	Ashwagandhadhi Churn	gm	50	70.00
		gm	100	125.00
12	Avipatkar Churn	gm	50	65.00
		gm	100	110.00
		gm	200	205.00
		gm	500	450.00
13	shitopladi churna	gm	50	85.00
		gm	100	150.00
		gm	200	270.00
		gm	500	645.00
14	face pack Churn	gm	50	45.00
		gm	100	70.00
		gm	200	120.00
		gm	500	250.00
15	Payokil dant manjan	gm	50	65.00
		gm	100	105.00
		gm	200	200.00
		gm	500	465.00
16	Panchasam Churna	gm	50	50.00
		gm	100	85.00
		gm	200	150.00
		gm	500	345.00
17	Sardi khasi Nasak churn	gm	50	65.00
		gm	100	120.00
		gm	200	220.00
		gm	500	540.00
18	Madhumehnasak churn	gm	100	105.00
		gm	200	190.00
19	Mahul Dona 5 Inch	nos / packing	25	20.00
20	Mahul Dona 8 Inch	nos / packing	25	34.00
21	Mahul Nasta Plate 8 Inch	nos / packing	25	34.00
22	ashwagandha powder	gm	50	90.00
		gm	100	140.00
		gm	200	260.00
		gm	500	585.00
23	Safed Musali churn	gm	50	180.00
		gm	100	330.00
		gm	200	630.00
		gm	500	1525.00

S.No.	Product Name	Unit	Packing Size	MRP
24	Brahmi Churna	gm	50	45.00
		gm	100	75.00
		gm	200	130.00
		gm	500	285.00
25	Bel churn	gm	100	50.00
26	Mulethi churn	gm	100	80.00
27	bhringraj churn	gm	100	75.00
28	Gudmar churn	gm	100	75.00
29	Baheda Churn	gm	100	45.00
		gm	200	75.00
30	reetha Churn	gm	100	60.00
		gm	200	95.00
31	Kaunch Churn	gm	100	70.00
32	Shikakai churn	gm	50	40.00
		gm	100	65.00
		gm	200	110.00
		gm	500	250.00
33	Arjuntwak Churna	gm	50	30.00
		gm	100	45.00
		gm	200	70.00
		gm	500	140.00
34	Kalmegh Churn	gm	50	35.00
		gm	100	55.00
		gm	200	90.00
		gm	500	225.00
35	Panchaskar Churn	gm	50	55.00
		gm	100	90.00
		gm	200	155.00
		gm	500	350.00
36	Chironjee seeds	gm	100	155.00
		gm	200	300.00
		kg	1	1410.00
		loose / kg	1	
37	Mahul Dona 6 inches	nos / packing	50	45.00
38	Mahul Dona 7 inches	nos / packing	50	40.00
39	Mahul patta 12 Inch	nos / packing	25	77.00
40	Mahul patta 14 Inch	nos / packing	25	80.00

S.No.	Product Name	Unit	Packing Size	MRP
41	Tokari 10x3.5x7 inch	nos / packing	1	340.00
42	Tokari 9x3x6 inch	nos / packing	1	300.00
43	Coaster 3.5 Inch	nos / packing	6	390.00
44	Coaster 10 Inch	nos / packing	6	805.00
45	Sawai rassi	kg / Bundle	1	80.00
46	Chhind jhadoo	nos / packing	1	30.00
47	Kata jhadoo	nos / packing	1	30.00
48	Mahavishgarbh oil	ml	50	105.00
		ml	100	175.00
		ml	200	330.00
49	bhringraj oil	ml	50	110.00
		ml	100	195.00
		ml	200	360.00
50	Pradarantak churn	gm	100	95.00
51	Krimingh Churn	gm	100	60.00
53	Navayas Churn	gm	100	95.00
54	punarnava churn	gm	100	85.00
55	amlakyadi churn	gm	100	80.00
56	Vaisnawar churn	gm	100	80.00
57	Sarv jwahaar churn	gm	10	35.00
		gm	50	150.00
		gm	100	280.00
		gm	500	1355.00
57	Chwamanpras	gm	250	125.00
		gm	500	220.00
		kg	1	400.00
58	Madhukam Sanitizer	ml (Mist Spray)	100	70.00
		ml (Fliptop)	100	60.00
		ml (Triger)	500	260.00
		ml (Fliptop)	500	245.00
		ml (Jerri can)	5000	2250.00
59	Vasavaleh	gm	250	180.00
60	herbal soap	gm	50	35.00
		gm	100	60.00
61	Kauchpak	gm	200	200.00
62	Handmade Green Tea	gm	100	240.00

S.No.	Product Name	Unit	Packing Size	MRP
63	CTC	gm	250	175.00
64	Imali candy	gm	50	30.00
		gm	100	50.00
65	ilmali chapati	gm	500	90.00
		kg	1	165.00
66	Giloy churn	gm	100	60.00
		gm	200	100.00
67	harra churn	gm	100	50.00
		gm	200	80.00
68	Jamun Guthali churn	gm	100	70.00
		gm	200	120.00
69	Tulai Churn	gm	100	75.00
		gm	200	130.00
70	Neem Churn	gm	100	65.00
		gm	200	95.00
71	Nirgundi churn	gm	100	60.00
		gm	200	
72	Mahua Seed Oil	ltr.	1	150.00
		ltr.	5	725.00
73	cashew grade -A (160,180)	Poly Pack gm	200	360.00
		Poly Pack gm	400	720.00
		Poly Pack kg	1	1770.00
	Cashew 160	kg	loose per kg	
		Tin packing kg	9	
	Cashew 180	kg	loose per kg	
Tin packing kg		10		
74	cashew grade -B (210,190)	Poly Pack gm	250	360.00
		Poly Pack gm	500	715.00
		Poly Pack kg	1	1415.00
	Cashew 190	kg	loose per kg	
		Tin packing kg	10	
	Cashew 210	kg	loose per kg	
Tin packing kg		10		
75	cashew grade -C (AM,DW)	Poly Pack gm	500	360.00
		Poly Pack kg	1	700.00
	Cashew AM	kg	loose per kg	
		Tin packing kg	10	
	Cashew DW	kg	loose per kg	
		Tin packing kg	10	

S.No.	Product Name	Unit	Packing Size	MRP
76	cashew grade -D (K, KK,SK,SKK)	Poly Pack gm	500	340.00
		Poly Pack kg	1	665.00
		Tin packing kg	10	6430.00
	Cashew K	Tin packing kg	10	
	Cashew KK	kg	loose per kg	
		Tin packing kg	10	
	Cashew SKK	Tin packing kg	10	
Cashew SK	Tin packing kg	10		
77	cashew grade -E (SDW, PG PG DAGI)	Poly Pack gm	500	325.00
		Poly Pack kg	1	635.00
		Tin packing kg	10	6135.00
	Cashew SDW	Tin packing kg	10	
	Cashew PG	kg	loose per kg	
		Tin packing kg	10	
	Cashew PG DAGI	kg	loose per kg	
Tin packing kg		10		
78	cashew grade -F (FJH, SJH)	Poly Pack gm	500	325.00
		Poly Pack kg	1	630.00
		Tin packing kg	10	6110.00
	Cashew SJH	kg	loose per kg	
		Tin packing kg	9	
	Cashew FJH	kg	loose per kg	
Tin packing kg		10		
79	cashew grade -G (PCS, BPCS)	Poly Pack kg	1	625.00
		Tin packing kg	10	6040.00
	Cashew PCS	kg	loose per kg	
		Tin packing kg	10	
	Cashew BPCS	kg	loose per kg	
Tin packing kg		10		
80	Cashew KW	Tin packing kg	10	
	Cashew PKW	Tin packing kg	10	
81	cashew kanki	kg	loose per kg	
		kg	1	550.00
		Tin packing kg	10	5290.00
82	Mahua Halwa	gm	25	15.00
		gm	100	50.00
83	Mahua Laddu	gm	100	70.00
		gm	200	135.00
84	Mahua Cookies	gm	50	35.00
		gm	100	60.00

S.No.	Product Name	Unit	Packing Size	MRP
		gm	200	110.00
85	mahua chunks	gm	25	15.00
		gm	200	80.00
86	Mahua Jelly	gm	25	15.00
		gm	100	45.00
87	Kaju & Jaggery pak	gm	30	20.00
		gm	200	105.00
88	Masala Cashew	gm	100	165.00
		gm	200	320.00
89	Imali saush	gm	200	45.00
90	Mahua Laddu Masala	gm	50	50.00
		gm	200	155.00
		gm	500	330.00
		kg	1	625.00
91	Phool Jhadoo (pipe)	nos/ Bundle	25	50.00
92	Phool Jhadoo (pipe) primium	nos.	1	60.00
93	Phool Jhadoo (Ken)	nos/ Bundle	25	45.00
94	Phool Jhadoo (Ken) primium	nos.	1	55.00
95	Jyotishmati oil	ml	50	130.00
		ml	100	225.00
		ml	200	410.00
96	Nirgundi oil	ml	50	115.00
		ml	100	200.00
		ml	200	350.00
97	Somraji oil	ml	50	100.00
		ml	100	180.00
		ml	200	330.00
98	Rajah pravartani vati	nos/pkt	60	95.00
		nos/pkt	90	150.00
99	Arshohar Vati	nos/pkt	60	80.00
		nos/pkt	90	110.00
100	Laksha Guggal	nos/pkt	60	130.00
		nos/pkt	90	185.00
101	Kanchnar Guggal	nos/pkt	60	130.00
		nos/pkt	90	185.00
102	sihnad guggal	nos/pkt	60	100.00
		nos/pkt	90	155.00
103	Viryashodhan churn	gm	50	90.00
		gm	100	170.00
		gm	200	315.00
104	Honey	gm	50	40.00

S.No.	Product Name	Unit	Packing Size	MRP
		gm	100	75.00
		gm	200	125.00
		gm	500	260.00
		kg	1	500.00
		kg	5	2290.00
		kg	10	4495.00
105	Aloe vera soap (Pollyrhene roll)	gm	100	35.00
106	Aloe vera soap (Paper box)	gm	100	55.00
107	Mahua Achar	gm	200	85.00
		gm	400	135.00
108	Herbal Gulal Yellow Color	gm	100	60.00
		gm	200	110.00
109	Herbal Gulal Green Color	gm	100	60.00
		gm	200	110.00
110	Herbal Gulal Pink Color	gm	100	60.00
		gm	200	110.00
111	Herbal Gulal Keshariya Color	gm	100	60.00
		gm	200	110.00
112	Mahua Laddu (Till and Falli)	gm	250	120.00
113	Mahua Chutney	gm	200	65.00
114	Mahua Chikki	gm	250	65.00
115	Mahua Jam	gm	200	65.00
116	Mahua RTS	ml	200	55.00
117	Mahua Squash	ml	200	85.00
118	Jamun Chips	gm	80	215.00
119	Peanut Powder	gm	200	220.00
		gm	500	535.00
		kg	1	1085.00
120	Amla Candy Namkeen	gm	100	50.00
121	Hawan samaghri	gm	200	55.00
122	Herbal dhoop batti	gm	50	40.00
123	Aloe vera juice	ml	500	125.00
		ltr.	1	245.00
124	musli laddoo	gm	75	75.00
		gm	150	140.00
		gm	400	335.00
125	Aloe vera jel	gm	100	105.00
126	Aloe Vera- Neem- Tulsi Shop	gm	100	55.00
127	Aloe Vera Shampoo	ml	200	170.00

S.No.	Product Name	Unit	Packing Size	MRP
		ml	500	365.00
128	Aloe vera body wash	ml	200	120.00
		ml	500	270.00
129	Amla juice	ml	500	135.00
130	Amla murabba	gm	500	135.00
		kg	1	250.00
131	Amla Pickle	gm	500	175.00
132	Amla Lachha	gm	15	15.00
		gm	50	20.00
133	Bell murabba	gm	500	125.00
134	Amla Pachak	gm	15	12.00
		gm	50	25.00
135	Bel Sharbat	ml	500	130.00
136	Jamun Juice	ml	500	130.00
137	Amla candy	gm	50	30.00
	Amla candy	gm	100	50.00

Annexure 6 - FORMAT FOR POWER OF ATTORNEY
(as per Clause 4.5 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 Operator for operation, maintenance and management of State Level CMART outlets

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 - TECHNICAL BID FORMAT

(as per Clause 3.3 (i and iii) 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)			Net worth (As on March 2022) per clause 3.3 (iii) of the RFP (In Rs. Lakhs)
		FY 2019-20	FY 2020-21	FY 2021-22	
	Project 1				
	Project 2				
	Project 3				

- Net worth of the Bidder as on 31st March 2022 islakhs
- Notarized certificate from the Authorized signatory for successful completion of the eligible project (The certificate from the Authorized signatory should clearly set out the name of the project, activities undertaken under the scope of services, and fees per year / value of services per year. Projects without proof of experience shall not be considered for evaluation.) The bidders can submit a certificate from Statutory Auditor indicating the same.
- The Bidder shall fill Turnover details for the year which satisfies the conditions as specified in clause 3.3 (i and iii) and may ignore the columns for the remaining years for which the conditions are not met. The bidder shall also provide the Audited Annual Report for the year which satisfies the conditions as per clause 3.3 (i and iii).

Yours faithfully,

Date: _____ (Signature of the Authorized signatory)

Place: _____ (Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Annexure 7A – LIST OF ELIGIBLE PROJECTS

(as per Clause 3.3 (ii) of the RFP)

Name of the Bidder / Applicant firm:

S.no	Technical Capacity Parameters	Details
1	Project Name & Location	
2	Eligible Project Category (Grocery Store, Shopping center, Shopping mall, Retail business, Medical Store)	
3	Project Cost (In Lakhs)	
5	Built-up Area in Sq. ft of the commercial space of the project site	
6	Date of Commencement of the Project	
7	Date of Completion of the Project (In case project is ongoing please mention)	
8	Proof of experience in eligible projects enclosed (Yes/No)	

Enclosures –

1. Notarized certificate from the client for successful completion of the project (The certificate from the client should clearly set out the name of the project, activities undertaken under the scope of services, and fees per year / value of services per year. Projects without proof of experience shall not be considered for evaluation.)
2. In case the Fee per year / value of services per year from the Project is not set out in the certificate from the Client, the bidders can submit a certificate from Statutory Auditor indicating the same.
3. The bidder shall submit separate sheet for each eligible project.
4. Bidders are required to produce MoU signed between the Operator and Owner/ LOA of project work/ Offer Letter for the project work/ client certificates, invoices, order letter, completion certificates etc. to substantiate the experience demonstrated in eligible projects

Yours faithfully,

Date: _____ (Signature of the Authorized signatory)

Place: _____ (Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Annexure 8 – TECHNICAL PROPOSAL OF BIDDER
(as per Clause 5.3 of the RFP)

TECHNICAL PROPOSAL OF THE BIDDER

Name of the Bidder / Applicant firm:

S.No.	Criteria	Mentioned categories for Technical Proposal
1	Sales target per sq ft of carpet area of commercial space (in INR) (Sales target to be quoted as per Section 5 “Evaluation of bid” clause 5.3.1 (1A, 1B, 1C))	
1A	For FY 2022-23 (Year 1) up to 300 INR Above 300 up to 325 INR Above 325 up to 350 INR Above 350 up to 375 INR Above 375 INR	
1B	For FY 2023-24 (Year 2) up to 400 INR Above 400 up to 425 INR Above 425 up to 450 INR Above 450 up to 475 INR Above 475 INR	
1C	For FY 2024-25 (Year 3) up to 500 INR Above 500 up to 525 INR [Above 525 up to 550 INR Above 550 up to 575 INR Above 575 INR	
2	No of Years of experience of Eligible projects (in numbers) (As	

	<p>per Section 5 “Evaluation of bid” clause 5.3.1 (2)</p> <p>1 to 3 years</p> <p>Above 3 years</p>	
3	<p>Combined Financial Net worth of Company Promoters/ Directors as on 31st March 2022 (in Crores) (As per section 5 “Evaluation of bid” clause 5.3.1 (3))</p> <p>Above 25 lakhs up to 1.0 Crore</p> <p>Above 1.0 Cr up to 3.0 Crores</p> <p>Above 3.0 Cr up to 5.0 Crores</p> <p>Above 5.0 Crores</p>	

- The bidders can submit a certificate from Statutory Auditor indicating the Net worth
- Relevant documents to be submitted including copies of certificates of association with different companies for whom distribution was done

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

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

Annexure 8A – PRESENTATION SCORING FORMAT

Presentation Scoring Sheet						
S.No.	Presentation Section	Score				
		Excellent	Very Good	Good	Satisfactory	Poor
		10	8	6	4	2
Section 1	About Company					
Section 2	Sales Plan					
Section 3	Supply Chain Plan					
Section 4	Target Achievement Plan					
Section 5	Customer Service Plan					
	Total Score					

Bidder score will be average of the scoring by each member on evaluation committee. Net score of the Presentation shall be devised out of 10, which will be calculated as

$$\text{Net Score} = \frac{\text{Total score obtained (Section 1+ Section 2+ Section 3+ Section 4+ Section 5)}}{5}$$

Annexure 9 - TENTATIVE AREA PLAN

TENTATIVE AREA PLAN OF THE STATE LEVEL CMART OUTLETS INCLUDING COMMERCIAL SPACE, OPEN AREA, PARKING, APPROACH ROAD, GODOWN, WORKING AREA FOR PMU

S.no	Name of Regional Headquarters	Location Details/Address of State Level CMART	Total Built up Area (In Sq. Ft)
1.	Raipur	CSIDC Corporate Tower, Udyog Bhawan, Mahaveer Nagar	2922
2.	Bilaspur	Bhakat Kanwar Ram Gate Samudayik Bhawan	1800
3.	Durg	Ground Floor Pragati market, Zone 4, Khursipar	8050
4.	Jagdalpur	To be informed later	
5.	Sarguja		

Details of State Level CMART						
S.no	Particulars	Total Carpet Area (in Sq. Ft)				
		Raipur	Bilaspur	Durg	Jagdalpur	Sarguja
1	Commercial space	2922	1800	8050	To be informed later	
2	Open Area	-	2429			
3	Storage area for stock	1040	-			
4	Back Office		-			
Total Area (In Sq. Ft)		3962	4229	8050		

Annexure 10 - FINANCIAL BID SHEET

(as per Clause 4.7 –(ii)(a) of the RFP)

I hereby agree to purchase products, from the Producers for the duration of contract at the following pricing terms and conditions:

The Base discount of products will be % of the MRP on following product category

S.no	Product Category	Weightage	Quoted Base discount on product category will be % (in percentage) of the MRP	
			In Number (%)	In words
1	FMCG - Food	30%		
2	FMCG – Non-Food	30%		
3	Herbal	10%		
4	Handicraft	10%		
5	Handloom	20%		
Total		100%		

Note: Base discount rate shall be quoted including all the applicable taxes, risks, cost of operation and any other direct/indirect expenses.

Date: __/__/__

Name:

Signature:

Seal:

**State Level CMART
DRAFT AGREEMENT**

DRAFT AGREEMENT

This agreement is executed on this <day> of <month> <year> in the office of Managing Director, Chhattisgarh State Minor Forest Produce Federation Limited between the Chhattisgarh State Minor Forest Produce Federation Limited, Van Dhan Bhavan, Sector-24, Nawa Raipur, Atal Nagar, Raipur, Chhattisgarh, registered under **Chhattisgarh Cooperative Societies Act, 1960** and acting through its General Manager, here-in-after called the "**Federation**", which expression shall include its assigns and successors.

And

<Name>, <address>, a <type of legal entity> incorporated under, acting through its <name and designation>, herein after referred as "**Operator**", which expression shall include its assigns and successors.

Whereas Operator has been appointed for providing services and activities, as mentioned in Scope of Work and Terms of Reference of the Request for Proposal responded and submitted by the Operator.

Whereas Federation vide its Request for Proposal ("RFP") Notification No dated..... invited proposal for selection of operator for operation, maintenance, and management of State level SMART outlets in Chhattisgarh State at Raipur, Bilaspur, Durg, Jagdalpur and Sarguja.

Whereas the Operator submitted its proposal for the aforesaid work, whereby the operator represented to the Federation that it has required experience and resources to provide services to the Federation on the terms and conditions as set forth in the RFP and this agreement;

Whereas Operator agreed to take up the operation, maintenance, and management of State level SMART outlets in Chhattisgarh State at Raipur, Bilaspur, Durg, Jagdalpur and Sarguja and other defined scope of work.

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

Whereas Federation appointed Operator to operate, maintain and manage the State level SMART outlets in Chhattisgarh State at Raipur, Bilaspur, Durg, Jagdalpur and Sarguja & carry out the said assignment effective from <start date> and up to <end date> on specific scope of work and hence there after this agreement is being prepared and executed.

Federation acknowledges that as on this day, the Operator has submitted Performance Guarantee.

This Agreement shall be deemed to commence from the <day> day of <month>, <year>.

1. DEFINITIONS AND INTERPRETATION

The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules; “**Accounting Year**” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

- i. “**Agreement**” means this agreement, the schedules, and annexures hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;
- ii. “**Agreement Date**” means the date of execution of this Agreement;
- iii. “**Applicable Laws**” means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs, and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;
- iv. “**Approvals**” shall mean all approvals, permissions, authorisations, consents, and notifications from any Governmental Federation, regulatory or departmental Federation and any other regulatory Federation, as may be applicable.
- v. “**Arbitration Act**” shall mean the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;
- vi. “**Assets**” shall mean tangible assets such as Fixtures, Furniture, Electrical items etc. handed over to the Operator at the time of Handover of the State level CMART at Chhattisgarh State at Raipur, Bilaspur, Durg, Jagdalpur and Sarguja. List of Assets as per **Schedule IV**
- vii. “**Federation**” shall mean Chhattisgarh State Minor Forest Produce Federation Limited headed by Managing Director, CGMFP Fed for taking all the decisions with regards to Operation, Maintenance and Management of State Level CMART
- viii. “**Commercial Space**” shall mean the carpet area of the State level CMART outlets wherein sale and purchase of products shall take place.
- ix. “**Encumbrances**” means, in relation to the Project Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.
- x. “**Financial Year**” shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.
- xi. “**Force Majeure**” or “**Force Majeure Event**” shall mean acts, events, conditions, or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.;
- xii. **Fully Furnished /Plug and Play basis State level CMART outlets** shall mean the Outlets at Raipur, Bilaspur, Durg, Jagdalpur and Sarguja having following assets installed at the time of Handover of the State level CMART Outlets to the Operator, which shall include but not limited to Racks & Accessories, AC, Electrical, Systems, Chiller & Freezer, Glass, Signage, Lighting, CCTV, Visual Merchandising, Carpentry, DG etc.

- xiii. **“Handover Date”** shall mean date on which State level CMART Outlets are transferred to the Operator after the completion of construction and commissioning of assets i.e. a fully furnished space for commencing commercial operations of the State level CMART Outlets
- xiv. **“Non-Compete Category Products”** shall mean such products and/or its variants which are not being manufactured by the Producers and will be supplementary to the product range supplied by the Producers throughout the period of contract and not competing with them. Example: If only Rose extract Soap is being prepared by Producers then the Operator shall not be allowed to keep Rose extract soap of any other brand at the CMART but shall be allowed to keep Neem or Chandan etc based soap at the State Level CMART outlets
- xv. **“Parties”** means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;
- xvi. **“Producers”** shall mean SHGs, Artisans, FBOs, groups manufacturing products including other traditional and cottage industries under various State Government supported schemes.
- xvii. **“Project”** means the operation, maintenance, and management of the State level CMART outlets. State level CMART shall provide a marketing and sales platform to the products manufactured/processed by SHGs, FPOs, Artisans and other beneficiary groups supported by various schemes which are being implemented by the State Government.
- xviii. **“Project Assets”** shall mean and comprise all tangible and intangible assets relating to the State level CMART outlets, as the case may be, excluding land but including and not limited to following,
 - a. rights over the Site in the form of license, right-of-way or otherwise, each of tangible assets comprising the State level CMART outlets facilities such as Racks and containers, apparatus, equipment, foundation, embankments, buildings, structures, super structures, constructions, additions, alterations or improvements etc. thereof, landscape structures, pavement and walkways, drainage facilities, sign boards, electrical, mechanical, civil, sanitation and other works, telephone, other communication equipment, laboratories with equipment, other equipment, technology at the Site/relating to the State level CMART outlets;
 - b. rights of the Operator under the agreements relating to the State level CMART outlets entered into by the Operator, proceeds from insurance policies taken by the Operator in relation to the State level CMART outlets Facilities
 - c. all applicable permits, affiliations and authorizations relating to or in respect of the State level CMART outlets
 - d. movable assets of the State level CMART outlets, movable property, things and goods like equipment, machinery, fittings, and fixtures etc.
- xix. **“Program Management Unit (PMU)”** shall mean a team, or an individual appointed by the Federation at State level for production management and marketing of products being manufactured by the Producers and to monitor the operations, maintenance, and management at the State level CMART outlets
- xx. **“Regional Warehouses”** shall mean the storage facilities at NWFPMART located at Raipur, Bilaspur, Durg, Kanker, Jagdalpur and Sarguja for Chhattisgarh Herbal Products by CGMFP Fed.
- xxi. **“State Level CMART outlets”** shall mean CMART outlets at Divisional Head Quarter Level namely Raipur, Bilaspur, Durg, Jagdalpur and Sarguja.
- xxii. **“State Government”** shall mean Government of Chhattisgarh
- xxiii. **“SKU”** means the unique number assigned to an item by a retailer for the purpose of tracking and managing their inventory.
- xxiv. **“Stock”** shall mean such items /products in the store or in the Godown of the State level CMART outlets which are available for immediate sale to the customer
- xxv. **“Taxes”** means any Indian taxes including excise duties, customs duties, GST, cess and any impost or surcharge of like nature (whether Central, State, or local) on the goods, materials, equipment, and services incorporated in and forming part of the Project charged, levied, or

imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

- xxvi. “**Termination**” means the expiry of the Agreement Period or termination of this Agreement;
- xxvii. “**Termination Notice**” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

2. SITE DETAILS OF THE STATE LEVEL CMART OUTLETS

The total carpet area of the commercial space in the State level CMART outlets are as follows:

S. No	Location	Total Carpet Area (in sq. feet)
1	Raipur	
2	Bilaspur	
3	Durg	
4	Jagdalpur	
5	Sarguja	

The area plan and layout of the State level CMART outlets is as per Annexure I.

3. DETAILED SCOPE OF WORK OF THE OPERATOR

3.1 Procurement of Products from Producers within State

- 3.1.1 Purchase of product range from the Producers at the discount of.....% on the current product MRP, which shall be communicated in the beginning of the contract and with every change, whenever deemed fit by the Federation for products manufactured within the State. A tentative list of product category, Product name and its MRP is attached as **Schedule II**
- 3.1.2 The Operator shall keep minimum quantity, as decided by the Federation, of all the products across product categories from the product list as per **Schedule II** (which will be revised/appended from time to time by the Federation) at the State Level CMART outlets.
- 3.1.3 The operator shall place order for Quarterly requirement of products to the Regional Wearhouse (Within the Jurisdiction of the respective State Level CMART Outlet) at least 30 days prior to the beginning of that quarter. Further, Regional Wearhouse and District Level PMU will coordinate with producers for getting the ordered products as per the prescribed format (which will be provided upon finalisation of contract by the Federation)
- 3.1.4 For any additional requirement of products during the Quarter for which order has already been placed, the demand shall be placed at least 30 days prior to the expected date of delivery of the ordered products to the Regional Wearhouse.
- 3.1.5 Regional Warehouses, within their jurisdiction, shall procure the ordered products from the concerned producers as per the requirement of the operator. Payment to Producers shall be made by the Regional Warehouses within 7 days of receipt of the ordered products.
- 3.1.6 Producer will supply/ deliver products to the Regional Warehouses, within the jurisdiction, based on the order placed to the Regional Warehouse, within One (1) month from the date when the order was placed for their Quarterly requirement of the Products. The operator shall check the products while taking the delivery from the Regional Warehouses. No complaints from the Operator shall be entertained in this regard at later stages.

- 3.1.7 Operator shall make the payment to the Regional Warehouses, at the time of taking delivery, in the form of Post-dated Cheque (PDC) as per the following payment schedule:
- a. Sixty (60) days credit for First year of operations.
 - b. Forty-Five (45) days credit for Second year of operations.
 - c. Thirty Days (30) of credit for Third year of operations and there on-wards, except last 60 days of contract.
- 3.1.8 The Operator shall not have the provision for return or replacement of products once the delivery of the ordered products has been taken by the operator from the Regional Warehouses.
- 3.1.9 Transportation of all the products from Regional Warehouses to the different SMART Outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja) or the warehouse of the operator will be done by the operator at its own cost

3.2 Procurement of CG MFP Federations “CG Herbs Products from Authorised Distributor

- 3.2.1 The Operator shall keep minimum quantity of all the products of Chhattisgarh Herbs at State Level SMART Outlets, as decided by the Federation. Indicative list of Chhattisgarh Herbs Products attached as Schedule II- A. The Operator shall place the orders directly to the Authorized distributor of CG MFP Federation in writing for the purchase of CG herbs products. The products will be available at a fixed discount of 15% on the MRP, and the authorized distributor shall be responsible for the delivery of the products to the Regional Warehouses within the jurisdiction to the different State level SMART Outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja).
- 3.2.2 The operator shall check the products while taking the delivery from the Authorized distributor's delivery executive. No complaints from the Operator shall be entertained in this regard at later stages. Payments to the authorized distributor shall be made by the Operator within 40 days from the date of receiving delivery of the CG Herbs products for which order was placed by the Operator.
- 3.2.3 Payment to Authorized distributor of CG MFP Federation shall be made by the operator in the form of Post-dated Cheque (PDC) at the time of receiving delivery of the products at the Regional Warehouses within the jurisdiction to the different State level SMART Outlets. The payment amount mentioned in the PDC shall be of the amount after deducting the applicable GST and fixed discount of 15% on the MRP of the products for which order was placed by the Operator
- 3.2.4 Authorized distributor of CG MFP Federation will supply/ deliver products to the operator at the at the Regional Warehouses within the jurisdiction to the different State level SMART Outlets based on the order placed to Authorized distributor within One (1) month from the date when the order was placed. The operator shall check the products while taking the delivery from the Authorized Distributor. No complaints from the Operator shall be entertained in this regard at later stages.
- 3.2.5 Transportation of all the products from Regional Warehouses within the jurisdiction to the different State level SMART Outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja) or to the warehouse of the operator will be done by the operator at its own cost
- 3.2.6 The Operator shall not have provision for return or replacement the products once the ordered products are delivered at the Regional Warehouses within the jurisdiction to the different State

level SMART Outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja) by the Authorized Distributor

- 3.2.7 The Authorized Distributor shall not be liable for any claims, dispute with regards products once they are delivered at the Regional Warehouses within the jurisdiction to the different State level SMART Outlets (Raipur, Bilaspur, Durg, Jagdalpur and Sarguja) by the Authorized Distributor.

3.3 General

- 3.3.1 Out of the total shelf space, at least 60 % of shelf space should have Producers' products including CG Herbals products at the State level SMART from within State and the remaining 40 % of the shelf space may be utilised by the Operator to keep products of non-compete category of products.
- 3.3.2 Non- compete category list of products shall be approved by the Federation from time to time for the State Level SMART outlets and such products should supplement the range of products being supplied by the Producers throughout the period of contract instead of competing with the product range being supplied by the producers.
- 3.3.3 In case of any pending order due to the non-availability of the product(s), if any, shall automatically be executed by the Producer through Regional Warehouses on the availability of fresh stocks unless the Regional Warehouse receives in writing from the Operator at least 3 (three) days prior to such execution, the cancellation of pending order.
- 3.3.4 Operator will achieve sales targets, as mentioned in the technical bid.
- 3.3.5 The Operator is expected to estimate through its own resources, the extent of additional cost that Operator may incur, on account of managing expired stocks. The Operator shall be responsible for disposing such expired products on his own. The Federation shall not provide any replacements and/ or financial support on the account of expired products.
- 3.3.6 The Operator shall provide weekly sale report to the PMU (format of which will be decided by the Federation).
- 3.3.7 The Operator shall be able to generate real time, accurate and verifiable MIS reports on sales (Product-wise and SKU-wise) stocks (Product-wise and SKU-wise), for the management of State level SMART outlets. Federation reserves the right to alter/ modify the formats and frequency of reports as and when it deems necessary.
- 3.3.8 The Operator shall ensure deployment of inventory management, sales and order management software, digital payment systems at State level SMART outlets and shall ensure that the deployed staff is properly trained to handle the software and payment systems. The operator shall obtain prior approval from the Federation before selecting inventory management, sales, and order management software for managing operations at State Level SMART outlets.
- 3.3.9 Operation, Maintenance and Management of the State Level SMART outlets, in terms of upkeep of infrastructure, recruitment and training of human resources, statutory obligations, operational costs including Electricity Bill, Salary of the Staff, Maintenance cost including AMC and Insurance, water charges etc. shall be sole responsibility of the Operator for the entire duration of valid contract.

- 3.3.10 The Operator shall bear all Bank charges incurred for making payments to the Regional Warehouses
- 3.3.11 All risks in relation to the products received from Regional Warehouses shall be passed onto the operator from the very moment the ordered products are delivered to the Operator at the Regional Warehouses
- 3.3.12 It shall be Operator's responsibility to ensure barcoding of the all the products stocked and sold from State Level CMART outlets if the product is received without barcode.
- 3.3.13 Operator shall be allowed to cater to bulk orders received from the retailers for the products manufactured by the Producers keeping the PMU informed
- 3.3.14 Operator will be free to use different platforms like e-commerce for increasing Sales and promotional activities.
- 3.3.15 Operator shall not sell products above MRP fixed by the Producers /Manufacturer
- 3.3.16 Operator shall ensure sales of only genuine products at State level CMART outlets
- 3.3.17 GST or any other tax applicable shall be borne by the Operator.
- 3.3.18 Operator shall ensure that expired and damaged products are not supplied to the market. Entire responsibility of the expired and physically damaged goods in market shall remain with Operator. All civil and criminal liabilities in relation to keeping and selling expired goods would solely belong to the Operator and the Federation would not be responsible for the sale of expired goods.
- 3.3.19 The Operator shall take appropriate insurance cover in respect of the stocks held by them against risk of fire, riot, strike, malicious damage, explosion, burglary, and housebreaking.
- 3.3.20 The Operator shall ensure proper segregation and disposal of waste generated in the CMART outlets
- 3.3.21 The Operator shall not enter into any joint Venture with any third party for fulfilling the above-mentioned work and responsibilities. The Operator shall not sublet CMART outlets to any other party.
- 3.3.22 The Operator shall neither assign, transfer, or sublet or create any lien or Encumbrance on this Agreement, or the rights hereby granted or on the whole or any part of the State level CMART outlets nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement.
- 3.3.23 The Operator has no right to sell or mortgage the title of the Site, and/or State level CMART outlets Project Assets or any of the whole or part thereof and it shall, on the Transfer Date, transfer, and hand over the Site along with the State level CMART outlets facilities and assets to the Federation or its nominated agency in accordance with the provisions hereof.
- 3.3.24 The Operator shall take all reasonable precautions for the prevention of accidents and provide all reasonable assistance and emergency medical aid to accident victims;
- 3.3.25 The Operator shall indemnify the Federation against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Operator in connection with the performance of its obligations under this Agreement;

- 3.3.26 The Operator shall in accordance with Good Industry Practice ensure that all property, assets, rights and other items (constituting Assets) which are vested in or transferred to Authority shall be in good working order and in a good state of repair. The Operator shall hand over / transfer the Project Assets of the State level CMART outlets to the Federation upon Expiry of agreement period or Termination of the Agreement;
- 3.3.27 The Operator shall not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement;
- 3.3.28 Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not assign or in any manner create an Encumbrance on any State level CMART outlets asset(s) without prior written approval from the Federation.
- 3.3.29 The operator shall procure all requisite clearances, licences, permits, approvals for undertaking its obligations under this Agreement and for operation, maintenance, and management of the State level CMART outlets, and shall comply with all applicable laws, rules, regulations etc
- 3.3.30 The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- 3.3.31 The Operator shall make such routine repairs and maintenance of the State level CMART outlets carrying out renovations / refurbishments / improvements at the State level CMART outlets the Operator may deem reasonably necessary, at its own cost. It being agreed that any repair, maintenance requiring construction or reconstruction of the State level CMART outlets or part thereof including construction of additional facilities, structural repairs within the Site shall be undertaken by the Operator only with the prior approval of the Federation

4. SUPPORT PROVIDED BY FEDERATION

- 1. The Federation will appoint Project Management Unit (PMU) at State level for Branding and marketing of products being manufactured by the Producers.
- 2. In consultation with the Federation existing infrastructure (Government property) shall be identified preferably in location where already commercial activities are undertaken and shall be responsible to finalise the layout and interior design of the temporary State Level CMART Outlets.
- 3. The Federation shall be responsible to handover of both temporary and permanent infrastructure for CMART Store to the operator on plug and play basis
- 4. The Federation will extend support in Advertising and promotional activities for Producers' products in social media, print media, Radio, Television etc.
- 5. The Federation shall finalise and approve the list of non- compete category products or product variants which can be kept at the State Level CMART Outlets for Sale.
- 6. Federation shall prepare the list of Products which shall be kept at the State Level CMART Outlets
- 7. MRP shall be decided by the Federation in consultation with the District level Committees and Producers

5. HANDOVER OF STATE LEVEL CMART & COMMENCEMENT OF OPERATIONS:

- I. It is hereby clarified that the handing over of the State level CMART outlets to the Operator shall happen only post completion of construction and interior exterior work as per approved Layout and the store design / completion of interior and exterior of existing infrastructure as per the layout and

the store design approved by the Federation for the State level CMART outlets for both temporary and Permanent structure respectively and other facilities in every respect and aspect and completion of all necessary tests acceptable to the Federation. **Handover Date**, <date> is the date on which Fully Furnished State level CMART outlets is transferred to the Operator after the completion of construction and commissioning of assets.

- II. The Operator shall commence commercial operations of the State Level CMART outlets within one month from the **Handover date** failing to which the agreement may be cancelled as decided by the Federation.
- III. The Operator shall perform actions related to recruitment of human resource for the State level CMART outlets, purchase and installation of required software and digital platforms in the outlets within one month from the date of **Handover date**.

6. PERIOD OF CONTRACT

- i. The period of agreement shall commence from the Handover Date i.e. <date to be mentioned here>
- ii. The selection shall initially be valid for a period of Seven (7) years from the date of signing of Agreement. Federation may extend the Agreement for period of another Three (3) years period if mutually agreed by the Federation & the Operator.

Note: The Federation would extend its full support to hand over the State Level CMART Outlets within One month from the date of executing agreement between Federation and Operator.

7. RENT

The selected operator shall pay a nominal rent of Rs. 100 per month to the Federation for the duration of valid contract. With regards to this a separate rent agreement shall be executed between the Federation and the Operator as per the Chhattisgarh Rent Control Act 2011.

8. TAXES AND CHARGES

The Operator shall:

- 8.1 Pay all charges, taxes, fines, late fees and other outgoings in relation to the use of utilities and services by the Federation or its contractors and agents during the implementation and operation of the Project such as water supply, sewage disposal, fuel, garbage collection and disposal, electric power, gas, telephone and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.

9. CONFIDENTIALITY:

- i. 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 Operator in rendering the services hereunder are the Confidential Information of the Operator.
- ii. The Operator shall keep confidential, any information related to this agreement, with the same degree of care as it would treat its own confidential information. The Operator shall note that the confidential information will be used only for the purposes of this agreement and shall not be disclosed to any third party for any reason what-so-ever.

- iii. At all-time of the performance of the services, the Operator shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Operator 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 agreement and such rules, policies, standards, guidelines and procedures by its employees or agents.
- iv. The Operator 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.
- v. The obligations of confidentiality under this section shall survive for seven (7) years post rejection of the contract.
- vi. The Operator 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.
- vii. The Operator 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.
- viii. If at any stage it is found that The Operator is using the materials provided by the Federation 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.

10. PERFORMANCE GURANTEEE

- i. The Operator shall submit a performance guarantee of INR 15,00,000 (Fifteen Lakhs Only).
- ii. The EMD of Rs. 2,00,000/- (Two Lakh Only) shall be converted into performance guarantee.
- iii. After adjusting the EMD, Performance Guarantee amounting Rsin form of Bank Guarantee and extendable up to the duration of the contract has to be submitted by the Operator in the format set forth in **Schedule III**
- iv. The Performance guarantee is subject to change in proportion to the change in the carpet area of commercial space of the permanent State level CMART outlets and the temporary State level CMART outlets. The Operator shall ensure to submit the difference in performance guarantee amount in case of proportionate increase in Performance guarantee amount to be paid to the Federation before execution of supplementary agreement between the Federation and the Operator for the permanent State level CMART outlets. Similarly, if there is decrease in the amount of performance Guarantee due to reduction in the carpet area the Federation shall return the difference amount to the operator before executing supplementary agreement for the permanent State Level CMART Outlets
- v. In case of damages to the Civil infrastructure, Project assets and any other loss/damage caused to the State Level CMART outlets, the Operator shall bear the loss accruing to the Federation and the loss shall be recovered from the Performance Guarantee by the Federation. Beyond the amount that can be recovered from the Performance Guarantee, the amount of loss shall be deposited by the Operator within 15 days from the issue of demand notice in this regard. If the amount of loss is not deposited by the Operator within 15 days from the issue of demand notice, the amount of loss shall be liable to be recovered as an arrears of land revenue as per the provisions of Chhattisgarh Land Revenue Code, 1959.

11. PENALTY CLAUSE

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

- a. Operator not reporting MIS as per prescribed format and reporting frequency.
 - i. First instance shall invite a penalty of Rs. 3,000/- (Rupees Three Thousand).
 - ii. Second instance shall invite a penalty of Rs. 5,000/- (Rupees Five Thousand).

- iii. Third instance onwards shall invite a penalty of Rs. 10,000/-(Rupees Ten Thousand).
Note: It has been clarified by the Federation that no penalty would be imposed, on MIS reporting, for the period of 3 Month from the date of this agreement.
- b. Operator found supplying/selling expiry, physically damaged goods or selling products above MRP to its customers.
 - i. First instance shall invite a notice and a penalty of Rs.5,000/-(Rupees Five Thousand).
 - ii. Second instance shall invite a notice and a penalty of Rs.10,000/-(Rupees Ten Thousand).
 - iii. Third instance shall invite a penalty of Rs. 20,000/- (Rupees Twenty Thousand).
- c. Operator not achieving its committed annual billing target
 - i. First instance shall invite a penalty of 5% (Five Percent) of the shortfall in annual billing commitment as promised in technical bid.
 - ii. Second instance shall invite a penalty of 10% (Ten Percent) of the shortfall in annual billing commitment as promised in technical bid.
- d. For the instances of delay beyond 7 days from the due date for making the payment for the products sold by the State Level CMART Outlets operator to the Regional Warehouses, the Operator shall be liable to pay to the Federation, interest on the amount due for payment as a penalty calculated at the rate of SBI PLR plus 2 % (two percent) per annum, for the period from the due date until the date of actual payment on pro-rata basis.

12. INSURANCE COVER

The Operator shall, during the period of contract, procure and maintain Insurance Cover including but not limited to the following:

- i. loss, damage or destruction of the State level CMART outlets assets, including assets handed over by the Federation to the Operator, at replacement value, cash handling;
- ii. comprehensive third-party liability insurance including injury to or death of personnel of the Federation or others;
- iii. the Operator's general liability arising out of this Agreement;
- iv. liability to third parties for goods or property damage;
- v. workmen's compensation insurance; and
- vi. any other insurance that may be necessary to protect the Operator and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums.

13. TERMINATION CLAUSE

Right to Terminate the Process:

- i. Federation reserves the right to cancel the contract placed on the Operator and recover expenditure incurred by Federation under the following circumstances: -
 - a. The Selected operator commits a breach of any of the terms and conditions of the agreement.
 - b. Fourth instance of the Operator supplying/selling expiry/ physically damaged goods/ selling the products above MRP.
 - c. If the Operator fails to achieve 70% (Seventy Percent) of the sales target commitment as per the technical bid, for two consecutive financial years.

- d. In the 4th event of three (3) consecutive instances of delay beyond 7 days from the due date in the payment of the dues to the Producer.
- e. The Bidder goes into liquidation, voluntarily or otherwise.
- f. In case the Operator fails to deliver the services as stipulated in the delivery schedule, Federation reserves the right to procure the same or similar services from alternate sources at the risk, cost, and responsibility of the Operator. However, all such recoveries shall be subject to a maximum of 10% of the value of the difference in cost of procurement of undelivered services.
- ii. Federation reserves the right to recover any dues payable by the Operator from any amount outstanding to the credit of the Operator, including the pending bills and/or invoking the bank guarantee under this contract.
- iii. Federation reserves the right to terminate contract, if the Operator is found selling/supplying any other brands and or products other than those of authorized by the Federation.
- iv. Federation reserves the right to terminate the contract if the Operator is found selling/supplying duplicate and/or with identical packaging and other branded products in market.
- v. Federation reserves the right to terminate the contracts if the Operator enters into a Joint Venture with a third party or sublets the State level CMART outlets for the work and responsibilities defined as such in the document.

14. CONSEQUENCES OF TERMINATION

- i. 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 Operator 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 Operator to take over the obligations of the erstwhile Operator in relation to the execution/continued execution of the scope of the Contract.
- ii. The Federation shall forfeit the performance security in consequence to termination of contract for any valid reasons mentioned herein.
- iii. Nothing herein shall restrict the right of Federation to invoke the Bank Guarantee, Demand draft 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.
- iv. 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.

15. DISPUTE RESOLUTION MECHANISM

The Operator 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:

- a. 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.
- b. Matter will be referred for negotiation between Officer nominated by Federation and the Authorized Official of The Operator. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

- c. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in <State name> 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.
- d. Both the Party may choose their respective arbitrator or if agreed may choose to go with a single Arbitrator.
- e. 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 document.
- f. 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 Operator 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.

16. FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the Operator 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:

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

17. LIMITATION OF LIABILITY

The aggregate liability of the selected Operator towards the Federation, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

18. RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT

- i. 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 Operator. The Federation may demand, and upon such demand being made, the Operator shall provide with any document, data, material, or any other information required to assess the progress of the

project.

- ii. The Federation shall also have the right to conduct, on giving a prior notice of at least thirty (30) days, either itself, through PMU or any another agency as it may deem fit, an audit to monitor the performance by the Operator of its obligations/functions in accordance with the standards committed to or required by the Federation and the Operator 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 Operator failing which the Federation may, without prejudice to any other rights that it may have, issue a notice of default.
- iii. The Federation representative shall interface with the Operator to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
- iv. 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.

19. INFORMATION SECURITY

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

20. INDEMNITY

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

21. LIQUIDATED DAMAGES

- i. Subject to clause for Force Majeure, if The Operator fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Operator 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% (Five Percent) of the project cost from the Operator, as Liquidated Damages (LD).
- ii. In case it leads to termination, Federation shall give thirty days (30) notice to the Operator of its intention to terminate the contract and shall so terminate the contract unless during the thirty days (30) notice period, the Operator initiates remedial action acceptable to the Federation.
- iii. 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 Operator in its hands

(which includes the Federation right to claim such amount against Operator Bank Guarantee) or which may become due to the Selected Operator. Any such recovery or liquidated damages shall not in any way relieve the Operator from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

22. CONTINUANCE OF THE CONTRACT:

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

23. CONFLICT OF INTEREST:

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

24. 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.

25. 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.

26. DIVESTMENT OF RIGHTS AND INTEREST

Upon Termination of this Agreement for any reason whatsoever, the Operator shall comply with and conform to the following Divestment Requirements:

- i. notify to the Federation forthwith the location and particulars of all State level CMART outlets assets;
- ii. vacate the State level CMART outlets, it being agreed that the legal, actual, physical and constructive possession of the State level CMART outlets and the Site is and shall always, during the term of the Agreement and thereafter, remain vested with the Federation ;
- iii. cure all State level CMART outlets Assets, of all defects and deficiencies of the Project, if any;
- iv. return all the electrical appliances in working condition
- v. deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the State level CMART outlets and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' drawings as on the Transfer Date. For the avoidance of doubt, the Operator represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the State level CMART outlets and shall be assigned to the Federation free of any liability, Encumbrance;
- vi. transfer and/or deliver all applicable permits to the extent permissible under Applicable Laws;
- vii. execute such deeds of conveyance, documents and other writings as the Federation may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in the State level CMART outlets Assets, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Federation, absolutely unto the Federation or its nominee; and
- viii. comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the State level CMART outlets, free from all Encumbrances, liabilities absolutely unto the Federation or to its nominee.

27. "NO CLAIM" CERTIFICATE

The Operator 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 Operator after it has signed a “No claim” certificate in favour of Federation in such form as shall be required by it after the Contract period is over.

28. PUBLICITY

The Operator 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 Operator.

29. INTELLECTUAL PROPERTY RIGHTS (IPR)

- i. The Operator 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 Operator 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.
- ii. The Operator 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.

30. GENERAL

- i. **Relationship between the Parties**
 - a) Nothing in the Contract constitutes any fiduciary relationship between the Federation and Operator Team or any relationship of employer employee, principal and agent, or partnership, between the Federation and Operator.
 - b) No Party has any Federation 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 Operator's Team except as agreed under the terms of the Contract.
- ii. **No Assignment:** The Operator shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of Federation.
- iii. **Survival:** 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 Operator of its release from those obligations.
- iv. **Entire Contract:** The terms and conditions laid down in the RFP and all annexures there to, Response to Pre-bid queries vide Federation's letter No <NUMBER> dated <DATE>, as also the Proposal/Tender submissions (Technical & Financial) and any attachments/annexes there to shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.
- v. **Governing Law:** This contract shall be governed in accordance with the laws of India and the State of Chhattisgarh.
- vi. **Jurisdiction of Courts:** The High Court of Chhattisgarh at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.
- vii. **Compliance with Laws:** The Selected Operator, 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) 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 Managing Director, CGMFP Fed, Managing Director, CGMFP Fed <State name> Chhattisgarh Phone : E-mail :
To Operator at: Name, Designation Name of the legal entity Address: [Phone:] [Email:]

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

ix. Waiver

- a) Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b) A waiver by either Party in respect of a breach of a provision of this 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: Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

xi. Application: These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

31. ENTIRE AGREEMENT:

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in English and duplicate, one each shall remain in the possession of each party and each of which shall be deemed to be authentic,

to be executed by their respective duly authorized officer or representative as of the day first above written:

PLACE : RAIPUR

DATE : _____

For and on behalf of,

Managing Director, CGMFP Fed <State Name>

For and on Behalf of,

Operator's Trade Name :

Sign.:

Name :

Designation :

Sign.:

Name :

Designation : **Director**

WITNESSES:

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

Schedules:

Schedule I: Location Detail of State Level CMART and Property Details

Schedule II: Indicative List of Products manufactured by Producers in the State

Schedule III: List of Assets

Schedule IV: Performance Security (Bank Guarantee)

Schedule I: Location Detail of State Level CMART Outlets and Property Details

S.no	Name of Regional Headquarters	Location Details/Address of State Level CMART	Total Built up Area (In Sq. Ft)
1.	Raipur		
2.	Bilaspur		
3.	Durg		
4.	Jagdalpur		
5.	Sarguja		

Details of State Level CMART						
S.no	Particulars	Total Carpet Area (in Sq. Ft)				
		Raipur	Bilaspur	Durg	Jagdalpur	Sarguja
1	Commercial space					
2	Open Area					
3	Storage area for stock					
4	Back Office					
Total Area (In Sq. Ft)						

Schedule II: Indicative List of Product Categories and Products manufactured by Producers in the State

S.No	Product Category	Product Name	MRP
1	FMCG – Food	Product 1	
		Product 2	
2	FMCG – Non Food	Product 1	
		Product 2	
3	Herbal	Product 1	
		Product 2	
4	Handicraft & Handloom	Product 1	
		Product 2	

Schedule II A- INDICATIVE LIST OF CHHATTISGARH HERBALS PRODUCTS

INDICATIVE LIST OF CG HERBALS PRODUCTS MANUFACTURED IN THE STATE

(CG Herbal Products shall be provided at fixed discount of 15 % on MRP)

S.No	Product Category	Product Name	MRP
1	FMCG – Food	Product 1	
		Product 2	
2	FMCG – Non Food	Product 1	
		Product 2	
3	Herbal	Product 1	
		Product 2	

Schedule III: Performance Security (Bank Guarantee)

DRAFT PERFORMANCE GUARANTEE

(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 Managing Director, CGMFP Fed <Name of the State> and (hereinafter called “the Federation” 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 ___/___/2020 issued by the Federation and selected M/s _____ (hereinafter referred to as The Bidder) for the Agreement by the Federation as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Federation 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 the Federation an amount not exceeding Rs. _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from the Federation stating that The Bidder has failed to fulfil its obligations. 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 Federation 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 Federation,

The Federation under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from the Federation 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 the Federation In order to give effect to this Guarantee, the Federation 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 the Federation or by the extension of time of performance granted to The Bidder or any postponement for any time of the power exercisable by the Federation 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 the Federation or any indulgence by the Federation 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

Schedule IV: List of Assets