

BID DOCUMENT

**SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) TO
OVERSEE/SUPERVISE CONSTRUCTION OF 6 MTPD HERBAL EXTRACTION UNIT
AT JAMGAON, PATAN (DURG- DISTRICT)**



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

PART – A
TECHNICAL BID

Disclaimer

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its 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.

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 Authority in relation to the Consultancy. 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 Authority, 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Authority 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 Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority 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 Authority 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 Authority 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 Selection Process.

NOTICE INVITING BIDS FOR SELECTION OF PROJECT MANAGEMENT CONSULTANT TO
OVERSEE/SUPERVISE CONSTRUCTION OF 6MTPD HERBAL EXTRACTION UNIT AT JAMGAON ,
DISTRICT -DURG, CHHATTISGARH ON DESIGN, BUILD, OPERATE, MAINTAIN & TRANSFER BASIS

Tender Notification No. Fed/T.F/Project/2023/MCA-II

Dated 17-03-2023

From:

Managing Director

Chhattisgarh Minor Forest Produce (T& D) Co-operative Federation Ltd.

Vandhan Bhawan, Sector 24, Nava Raipur, Atal Nagar

District- Raipur (C.G.)

Dear Applicant,

For and on behalf of the Chhattisgarh Minor Forest Produce (T& D) Co-operative Federation Ltd.(CGMFPFED), bids in the prescribed Tender Documents under single bid system is invited from interested, experienced eligible bidders to discharge the functions and duties of the Project Management Consultant overseeing supervising construction of the minimum of 6 MTPD Herbal Extraction plant to be established over 6.04 acres of land at Jamgaon Village, Patan block, District Durg , Chhattisgarh through Selected Operator

2. The Contract will be for a period of 18 Months from the "Date of Acceptance Letter issued to the selected bidder".
3. CGMFPFED has selected a single stage two part bidding process for selection of the bidder for award of the project. EMD @ Rs. 25,000 (Rupees Twenty-Five Thousand Only shall be provided by the bidder in addition to bid processing fee of Rs. 5900/- (Rupees Five Thousand and Nine Hundred Only) inclusive of Goods and Service Tax.
4. The Tender Documents and other detailed terms & conditions including DCA and RFP for the project are available in the Chhattisgarh Minor Forest Produce (T& D) Co-operative Federation Ltd. website <https://www.cgmfpfed.org/> (for reference only). Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders for the submission of the bids mentioned in the RFP and submit physical copy of the bid should addressed to :


Managing Director

Chhattisgarh Minor Forest Produce (T& D) Co-operative Federation Ltd.

Vandhan Bhawan, Sector 24, Nava Raipur, Atal Nagar

District- Raipur (C.G.)

Press Note:

 <p style="text-align: center;">CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OPERATIVE FEDERATION LTD. VAN DHANBHAWAN NAVA RAIPUR ATAL NAGAR, PHONE NO. (0771) 2513100 E-mail:mfpfed.cg@nic.in; Website: www.cgmfpfed.org</p>																						
<p>S.no./Fed/T.F/Project/2023/MCA-II Date 17.03.2023</p> <p style="text-align: center;">Tender Notice</p> <p style="text-align: center;">Selection of Project Management Consultant (PMC) to Oversee/Supervise Construction of 6 MTPD Herbal Extraction Unit at Jamgaon, Patan, Durg District</p> <p style="text-align: center;">C.G. MFP Fed. invites Proposal from eligible bidders in prescribed format.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px auto;"> <thead> <tr> <th style="width: 50%;">Name of the project</th> <th style="width: 25%;">Estimated Project Cost (In Rs. cr.)</th> <th style="width: 25%;">Estimated Consultancy fees (In Rs. Lakh)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Development, Operation and Maintenance of Herbal Extraction Unit</td> <td style="text-align: center;">23.24</td> <td style="text-align: center;">17.50</td> </tr> </tbody> </table> <p style="text-align: center;">Bids can be submitted on the dates mentioned in table below</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px auto;"> <thead> <tr> <th style="width: 10%;">Bid Round</th> <th style="width: 30%;">Date from which RFP can be downloaded from website</th> <th style="width: 30%;">Last Date of Submission of Tender</th> <th style="width: 30%;">Date of Opening of Technical Bid</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Second</td> <td style="text-align: center;">20.03.2023</td> <td style="text-align: center;">10.04.2023/ 3 Pm</td> <td style="text-align: center;">10.04.2023/ 4 Pm</td> </tr> <tr> <td style="text-align: center;">Third</td> <td style="text-align: center;">17.04.2023</td> <td style="text-align: center;">25.04.2023/ 3 Pm</td> <td style="text-align: center;">25.04.2023/ 4 Pm</td> </tr> <tr> <td style="text-align: center;">Fourth</td> <td style="text-align: center;">02.05.2023</td> <td style="text-align: center;">10.05.2023/ 3 Pm</td> <td style="text-align: center;">10.05.2023/ 4 Pm</td> </tr> </tbody> </table> <p style="text-align: center;">The eligibility criteria, terms and conditions and other details are set out in the RFP document which can be downloaded from the website www.cgmfpfed.org. Modification / Amendment / Corrigendum to the Tender document, if any, shall be uploaded on the website only.</p> <p style="text-align: right;">Managing Director</p>	Name of the project	Estimated Project Cost (In Rs. cr.)	Estimated Consultancy fees (In Rs. Lakh)	Development, Operation and Maintenance of Herbal Extraction Unit	23.24	17.50	Bid Round	Date from which RFP can be downloaded from website	Last Date of Submission of Tender	Date of Opening of Technical Bid	Second	20.03.2023	10.04.2023/ 3 Pm	10.04.2023/ 4 Pm	Third	17.04.2023	25.04.2023/ 3 Pm	25.04.2023/ 4 Pm	Fourth	02.05.2023	10.05.2023/ 3 Pm	10.05.2023/ 4 Pm
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Fourth	02.05.2023	10.05.2023/ 3 Pm	10.05.2023/ 4 Pm																			

Schedule of Bidding Process:

Bid Publish Date	17-03-2023
Cost of Tender (inclusive of Goods and Service Tax)	INR 5900/- (Rupees Five Thousand and Nine Hundred Only)
EMD	INR 25,000/- (Indian Rupees Twenty-Five Thousand only)
Bid due date (last day for submission of bid.)	10-04-2023 by 3:00 PM
Technical Bid opening date & Time	10-04-2023 by 4:00 PM
Technical Presentation	To be intimated later
Financial Bid opening date & Time	To be intimated after technical evaluation

- I. The last date for submission of the Bids is 10-04-2023 at 03:00 PM and Technical Bids will be opened on 10-04-2023 at 04:00 PM in the presence of the intending bidders/their authorized representatives who may wish to be present.
- II. Bids to remain open for acceptance up to and inclusive of 90 (ninety) days from the date of opening of the Bid. The CGMFPFED, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day.

- III. The prospective bidders are advised to refer to the CGMFPFED website for any modification to the Tender Document and the bidders shall ensure that the Bid Documents submitted by them shall contain such modifications, failing which the bids shall be liable to be rejected.
- IV. The bidders shall deposit alongwith the Technical Bid through Demand Draft Demand Draft in favor of Managing Director, Chhattisgarh State Minor Forest Produce Federation Ltd., on any scheduled bank payable at Raipur an amount of INR 25,000/- (Indian Rupees Twenty-Five Thousand only) towards Earnest Money Deposit and INR 5900/- (Rupees Five Thousand and Nine Hundred Only) inclusive of Goods and Service Tax towards tender/ bid processing fees
- V. CGMFPFED reserves the right to cancel the tender enquiry at any stage without assigning any reason.

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION:

Government of Chhattisgarh desires to develop a Central Processing Unit in Durg District of Chhattisgarh. Total land earmarked for the project is approximately 110 acres located in Jamgaon Village, Patan development Block in Durg District, which is located approximately at a distance of 40 Km from State Capital Raipur. The Authority endeavors to establish multiple MFP processing unit(s) as a part of Central Processing Unit (CPU). CGMFPFED has envisioned to establish Herbal Extraction Unit of minimum capacity of 6 MTPD (as production capacity) approximately over 6.04 acres land parcel located at Jamgaon (Village), Patan (Development Block) in Durg District through a Private sector player. After following a transparent bidding process, M/s Sarvamangla Infrabuild Pvt. Ltd has emerged as the highest bidder and was selected to develop this Herbal Extraction Unit as per the terms and conditions laid down in Draft License Agreement. M/s Sarvamangla Infrabuild Pvt. Ltd has registered a Special Purpose Vehicle (SPV) M/s Sphere Biotech Private Ltd. with whom License Agreement shall be executed for implementation of the Project.

Name of the Project	Key Components	Estimated Project Cost (In Rs. cr.)	Estimated Consultancy Fee (In Rs Lakh)
Development, Operation and Maintenance of Herbal Extraction Unit in the State of Chhattisgarh	Minimum production capacity of 6 MTPD Herbal Extraction Unit	Rs 23.24 Crore (approximate cost as indicated in the PPR by the Technical Consultant for 6 MTPD capacity)	Rs. 17.50 Lakh

The Authority (CGMFPFED) is in the process of signing the License Agreement with the SPV and the schedule construction period is 365 days (Three hundred sixty five days) spread over project milestones from the "Appointed Date" as defined in the License Agreement. The monitoring and supervision of construction is proposed to be undertaken through a Project Management Consultant (a qualified firm), hence, to perform the mentioned role during the Construction period (18 months) including 6 months for achieving Condition Precedent of the Herbal Extraction Unit. The Authority would like to appoint an Experienced Consulting Engineering Firm as Project Management Consultant (the "PMC") to perform the role as ascribed in the Agreement with the Licensee for developing the Project. The appointment shall be for a period of 18 months from the date of Acceptance Letter issued to the selected bidder (PMC)

2.2 The Project would be implemented in accordance with the terms and conditions stated in the License Agreement signed between the CGMFPFED and the Licensee (SPV) (the "License Agreement") and the appointed PMC shall be responsible for monitoring of the project for 18 months.

2.3 In order to identify and select an entity as "Project Management Consultant" (PMC), the Authority intends to carry out a two-step, single-stage competitive bidding process (the

"Bidding Process"). Only those Bids that meet the technical capacity and financial capacity as set out in this RFP would be qualified and their Price Bid (Financial bid) would be opened for identification and selection of the Project Management Consultant (PMC).

3. TERMS OF REFERENCE:

As mentioned in Annexure A of the RFP

4. PROJECT MANAGEMENT CONSULTANT/TEAM

4.1 The Project Management Consultant shall form a multi-disciplinary team (the "PMC/Team") for undertaking this assignment under the contract. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, etc. be included in the Team through the Key Personnel specified in the Bid Document.

(a) Civil/ Structural Consultant -Team Leader

Minimum Educational Qualifications	Postgraduate/ Graduate in Civil/Structural Engineering
Essential Experience	7 (Seven) years of experience in project management in planning, designing, monitoring of construction and testing of Industrial/ Infrastructure Projects.
Job responsibilities	He/ She would be responsible for safety check, process check, civil check, structure check as per the scope of this RFP.

(b) Mechanical- Support Consultant

Minimum Educational Qualifications	Postgraduate/ Graduate in Mechanical Engineering
Essential Experience	7 (Seven) years of experience in project management in testing and maintenance of installed Machines at Industrial Projects.
Job responsibilities	He/ She would be responsible for monitoring the procurement, verification of procured machines vis-à-vis the required specifications, installation, testing, operation and maintenance of Machines as per the scope of this RFP

4.2 REPORTING

4.2.1 The Project Management Consultant will work closely with the Authority. The CGMFPFED Authority has established a Working Group (the "WG") to enable conduct of this assignment. A designated nodal officer of the CGMFPFED will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Project Management Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the PMC.

4.2.2 The PMC will make a presentation on the Inception Report cum Way Forward for discussion with the WG at a meeting. This will be a working document. The PMC is required to prepare and submit periodical reports that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The PMC's work on the TOR tasks should continue while the report is under consideration and is being discussed.

4.2.3 Regular communication with the WG is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

4.2.4 The Deliverables will be submitted as per schedule provided in this RFP.

5. PERIOD OF CONTRACT

5.1 Unless terminated earlier, the contract shall be for a period of 18 months from the date of Acceptance Letter issued to the selected bidder (Project Management Consultant) which shall stand extended by the period to the extent of shortfall in achieving 18 months from the "Effective Date" of/ the project with the Licensee for which no additional payment would be made.

6. VALIDITY PERIOD OF BID:

6.1 Bids shall be submitted in English only. Bids shall remain valid for acceptance up to 90 days from the date of opening of Bid. However, the bid validity period can be extended by another 30 days at the discretion of CGMFPFED. Such extension shall be binding on the Bidders. The EMD of the Bidder not keeping the offers open for the prescribed period / extended period shall be forfeited without prejudice to any other rights and remedies of CGMFPFED against the bidder under the contract and law and the Bidder shall be liable for any loss suffered by CGMFPFED on account of such withdrawal and will be debarred from participating in any other Bid Enquiry with CGMFPFED for a period of five years.

7. CLARIFICATIONS & AMENDMENTS TO BID DOCUMENTS

7.1 CGMFPFED may at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the Tender document. Any corrigendum / addendum thus issued will be posted on the website of the CGMFPFED <https://www.cgmpfed.org/> and such modification will be binding on all. In order to afford the prospective bidders to take into account the modification or for any other reasons, CGMFPFED may, at its discretion extend the due date for the proposal.

7.2 CGMFPFED may, at its discretion, seek from any or all bidders clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing to be submitted within the stipulated time.

7.3 CGMFPFED at its sole discretion may ignore minor omission in the Technical Bid such as

omitting to give number on a page etc. in the interest of increasing the competition.

7.4 CGMFPFED at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as serial numbers, missing seal, Attestation etc. It is further clarified that no new document shall be accepted.

8. ADMINISTRATIVE CONTACT & ADDRESS FOR COMMUNICATION:

8.1 All communications concerning the various issues pertaining to the bid/assignment shall be directed on the address listed below. Unauthorized contact with other CGMFPFED officials may result in disqualification. Any oral communications will be considered unofficial and is not binding on CGMFPFED.

Nodal Officer	Managing Director
Address	'Chhattisgarh Minor Forest Produce (T&D) Cooperative Federation Ltd', Van Dhan Bhawan, Sector 24, Nava Raipur, Atal Nagar
Phone	0771-2513100-110
Email	mfpfed.cg@nic.in

8.2 Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the CGMFPFED or the consultants, may be taken or executed by the respective Authorized Officers which shall be binding on the parties.

9. MINIMUM ELIGIBILITY CRITERIA:

9.1 The bidders who fulfil the minimum eligibility criteria alone shall apply. The bids submitted by the bidders who do not fulfil the minimum eligibility criteria will be summarily rejected.

9.2 The bidder shall be a Consulting Firm having a registered establishment (any legal entity) in India.

9.3 The bidder shall have in its name PAN (Permanent Account Number) with Income Tax Authority in India.

9.4 The bidder shall have in its name GST Registration Number.

9.5 Technical Capacity: The bidder consultant shall have, over the past 5 (five) years immediately preceding the bid due date (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22), undertaken a minimum of 3 (three) Eligible Assignments* as specified in Clause 10.

9.6 Financial Capacity: The bidder consultant shall have received a minimum income of Indian Rupees 20.00 (Twenty) Lakh per annum from professional fees during each of the 3 (three) financial years preceding the Bid Due Date. For the purpose of evaluation, consultants having the highest cumulative revenues from professional fee will be given maximum marks and other bidders will be given proportionately. For the avoidance of doubt, a professional fee hereunder refers to fees received by the consultant for providing advisory or consultancy services to its clients.

9.7 The bidder consultant shall offer and make available all Key Personnel meeting the requirements specified below:

Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Minimum Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments*
Civil/ Structural Expert – cum - Team Leader	Postgraduate/ Graduate in Civil/Structural / Engineering	7 years	He should have led the teams for 2 (Two) Assignments in planning, designing, monitoring of construction and testing for real estate/ industrial/ Infrastructure projects.
Mechanical Engineer- Support Consultant	Postgraduate/ Graduate in Mechanical Engineering	7 years	He should have worked for 2 (two) Assignments in project management in Installation, testing and maintenance of Machines for Industrial/ Infrastructure Projects

Note (Required supporting documents):

- a) *In support of the above criterion for Technical Capacity of the firm, bidders shall furnish documentary proof (work order/ agreement/ completion certificate) failing which the bids are liable to be rejected. In support of the experience criteria, bidder shall furnish self-attested copies of the work order/ copy of the Certificate issued by client / contract/agreement issued by the organizations for which the bidders have conducted the consultancy assignment.*
- b) *A declaration by way of an Affidavit duly notarized in support of having successfully completed the assignments.*
- c) *In support of the above criterion for Key personnel, self-certification would suffice. Bio-data of all the Key personnel duly signed by them and attested by the Bidder along with supporting documents. self-attested Certificates relating to Education Qualification and Experience Certificate issued by Client/Employer.*
- e) *The bidders shall also furnish self-attested copies of the Audited Profit & Loss Accounts and Balance Sheet or CA certificate of the immediate preceding three financial and the documentary proof of the PAN & GST Registration.*

10. Eligible Assignments

10.1 For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this technical bid,

a. Project Management consultancy's assignments in respect of planning, designing, monitoring of construction, operation, testing of Real Estate/ Industrial/ Infrastructure projects report

and/or

b. detailed project report including engineering surveys and social, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

Eligible assignment shall mean Real Estate/ Industrial/ Infrastructure project undertaken by the bidder having an estimated capital cost (excluding land) of at least each project of Rs. 5 (five) Core in India;

11. DISQUALIFICATION CONDITIONS:

11.1 Bidder who have been blacklisted or otherwise debarred by CGMFPFED or central/state Govt. or any central/ State PSU /Statutory Corporations will be ineligible during the period of such blacklisting.

11.2 Any Bidder whose contract with CGMFPFED or central/state Govt. or any central/ State PSU /Statutory Corporations, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last five years, will be ineligible.

11.3 Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by the CGMFPFED or central/state Govt. or any central/ State PSU /Statutory Corporations, during the last five years, for breach of any terms and conditions will be ineligible.

11.4 If the proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company/any of the Directors or Members of the governing body of the Society have been at any time, convicted by a Court for an offence involving moral turpitude, such Bidder will be ineligible.

11.5 While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner, Member in another firm, or as a director of a company etc.) will render the Bid disqualified.

11.6 An unregistered partnership firm or unregistered society shall not be eligible to apply for the bids.

12. CONSTITUTION OF BIDDERS

12.1 Bidders shall, in the Bid, indicate their Legal Capacity i.e., whether they are Registered Partnership Firm/ LLP or Private/Public Limited Company/Registered Society etc. and indicate the names of all the partners or Directors or Members of the governing body &

directors of the Society, as applicable. The detailed bidder profile be furnished as sought in the Annexure to this Bid document.

13. SIGNING OF BIDS.

- 13.1 Person(s) signing the bids shall state in what legal capacity he / she is, or they are signing the bids, e.g. as partner of the firm/ LLP or as a Secretary / Manager / Director etc., of a Limited Company or Authorised Member of the society etc.
- 13.2 In case of Partnership firm, the names of all partners should be disclosed, and the bids shall be signed by all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid.
- 13.3 In case of companies/ LLP, the names of all the Partners /Directors shall be mentioned and a self-attested copy of the Resolution passed by the Company/LLP authorizing the person signing the Bid to do so on behalf of the company/LLP shall be attached with the Bid along with self-attested copy of the Memorandum and Articles of Association of the Company and certification of Registration/Incorporation of LLP. Such resolution should in clear and unambiguous terms provide the details & identity of the Authorised person and attest his signature.
- 13.4 In case of a Society, the person signing the bids shall state the competency to sign the bids and enter into a contract in accordance with the Rules & Regulations and Bye laws of the Registered Society and shall produce the self-attested copies of the Rules & Regulations and Bye laws of the Registered Society.
- 13.5 The person signing the Bid or any other documents forming part of the Bid, on behalf of any other person or a Firm shall be responsible to produce a proper Power of Attorney duly executed on a non – judicial stamp paper of appropriate value, duly attested by a Notary Public, in his favour, stating that he has Authority to bind such other person(s), or the firm, as the case may be, in all matters, pertaining to the Contract. If at any stage it is found that the person concerned had no such Authority. CGMFPFED may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and damages.
- 13.6 The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, the persons who are competent to bind the Society as per Rules & Regulations and By laws of a Society and by the person who by his signature can bind the company/ LLP in the case of a limited company/ LLP.
- 13.7 If the person so signing the bids fails to produce necessary documentary proof of his credentials as indicated above, his/ her Bid shall be summarily rejected without prejudice to any other rights of the CGMFPFED under the law. In case of company, LLP, Society, the POA should be supported by resolution.

- 13.8 The entire bid document and all its annexures and copies of the supporting documents shall be signed on each page by the authorized signatory.
- 13.9 There shall be no re-constitution of the Bidder firm without the prior written consent of the Corporation till the satisfactory completion of the Contract and the Memorandum of Association and Rules & Regulations and By laws, partnership etc. of the Society, LLP, Company, firm etc. shall not be altered/amended nor any amalgamation, division or reorganization is resorted to without the prior written consent of the CGMFPFED till the satisfactory completion of the Contract, failing which the Contract is liable for termination treating it as breach of Contract.
- 13.10 The bidders shall also furnish the declaration as stipulated in the Annexure -XI
14. EARNEST MONEY&TENDER PROCESSING FEE.
- 14.1 Bid must be accompanied by Tender processing fee (non-refundable) of INR 5900/- (Rupees Five Thousand and Nine Hundred Only) inclusive of Goods and Service Tax and an Earnest Money Deposit (EMD) of INR 25,000/- (Rupees Twenty-Five Thousand only) by way of DD in favor of Managing Director, Chhattisgarh State Minor Forest Produce Federation Ltd. Which should be submitted along with the technical bid. CGMFPFED shall not pay any interest on the EMD. Bids not accompanied by EMD &tender fee shall be summarily rejected. The Bidders are permitted to bid on the express condition that in case bidder resale, or withdraws his offer, or terms & conditions thereof, after submitting his bid for any reason whatsoever during the Bid process, the Earnest Money Deposited by the bidder shall stand forfeited without prejudice to any other rights and remedies of CGMFPFED against the bidder under the contract and law and the Bidder shall be liable for any loss suffered by CGMFPFED on account of such withdrawal/modification etc. and the bidder will also be debarred from participating in any other Bid Enquiry with CGMFPFED for a period of five years.
- 14.2 The Earnest Money (without interest) shall be returned to all unsuccessful Bidders within a period of 30 days from the date of issue of the acceptance letter and to a successful bidder, after he has furnished the requisite Security Deposit by way of Bank Guarantee in the prescribed format. No interest shall be payable on Earnest Money, in any case.
15. SECURITY DEPOSIT
- 15.1 The successful Bidder shall furnish Security Deposit (Performance Security Deposit) of an amount equivalent to 10 % of the Contract Value by way of Bank Guarantee which should be payable at Raipur Branch in the prescribed format in the Annexure to this Bid Document, issued by any scheduled bank in India in favour of 'Chhattisgarh Minor Forest Produce (T&D) Cooperative Federation Ltd ' (CGMFPFED), having an initial validity period of 18 months, within fifteen working days from the date of issue of Acceptance Letter.

- 15.2 The security deposit by way of Bank Guarantee will remain with CGMFPFED throughout the period of consultancy and six months thereafter.
- 15.3 If the successful Bidder having been called upon by the CGMFPFED to furnish Security Deposit fails to do so within the specified period, it shall be lawful for the CGMFPFED to cancel the contract and to award the contract at the Risk and Cost of such Bidder.
- 15.4 If the successful Bidder had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Bid and a fresh Security Deposit will be required to be furnished.
- 15.5 No claim shall lie against the CGMFPFED either in respect of interest or any depreciation in value of any Security.
- 15.6 The bidder hereby expressly authorize CGMFPFED and acknowledge that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, if the successful Bidder fails or neglects to observe or perform any of his obligations under the contract or commits breach of the contract or is found to have conflict of interest it shall be lawful for CGMFPFED to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Project Management Consultant or to appropriate the Security Deposit furnished by the bidder or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the CGMFPFED. Save as aforesaid if the Project Management Consultant duly performs and completes the contract in all respects and presents an absolute "No Demand Certificate", the CGMFPFED shall refund the Security Deposit to the successful Bidder after deducting all costs and other expenses that the CGMFPFED may have incurred and all dues and other money including all losses and damages which the CGMFPFED is entitled to recover from the successful Bidder. The decision of the CGMFPFED in respect of damages, losses, charges, costs or expenses shall be final and binding on the successful Bidder.
- 15.7 Whenever the Security Deposit falls short of the specified amount, the Bidders shall, make good the deficit so that the total amount of Security Deposit shall not at any time be less than specified amount.

16. SUBMISSION OF BIDS

- 16.1 The bids shall be submitted in hard copy in two parts, viz., Technical bid and Financial bid (Price bid) addressed to below mentioned address:
Managing Director
'Chhattisgarh Minor Forest Produce (T&D) Cooperative Federation Ltd',
Van Dhan Bhawan, Sector 24, Nava Raipur, Atal Nagar
- 16.2 The documents required to be submitted as part of Technical Bid shall include the following:

- (i) Technical bid document along with all its Annexures (Part – A) serially numbered, duly signed, on each page by the authorised signatory of the bidder.
- (ii) Demand Draft towards Earnest Money Deposit.
- (iii) Demand Draft towards Tender Processing Fee.
- (iv) All the documents in support of meeting the minimum eligibility criteria and all credentials, documents & copies of certificate/ information called for in the Technical Bid, duly signed by the authorised signatory of the bidder.

16.3 Financial Bid (Price Bid) shall include the following: -

- (i) Financial Bid (Price Bid) document along with all its Annexures (Part – B) serially numbered, duly signed on each page by the authorized signatory of the bidder.
- (ii) Financial Bid (Price Bid) covering Letter as per Annexure-XIV
- (iii) Schedule of Financial Bid (Price Bid) (ANNEXURE- XIV)

16.4 Bids which do not comply with these instructions shall be liable to be rejected.

16.5 Financial Bid (Price bid)/BoQ format under Annexure –XIV shall be submitted in a Separate envelope clearly marked as Financial Bid. The bid document shall be filled in by the bidder without any overwriting/ inter-lineation clearly, neatly and accurately. Any erasures or corrections would render the proposal invalid unless the same is carried out neatly and attested by the authorized signatory with full signature. The Bids shall be submitted with all pages serially numbered. The Bids shall be submitted with an index giving page wise information of all documents.

16.6 The bidders shall not incorporate any condition in the bids as conditional Bids and Bids which are not submitted strictly in accordance with the Bid terms are liable to be rejected.

16.7 It should be clearly understood by the bidder that no opportunity shall be given to them to withdraw any offer at any stage after submission of the bids.

16.8 A bidder can submit only one proposal. If the Bidder submits more than one proposal such proposals shall be disqualified.

16.9 While preparing the Technical and Financial Bid (Price Bid), Bidders are expected to provide correct and relevant information. If at any stage, it is found that the information supplied by the Bidder is incorrect, CGMFPFED reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of Security deposit. The Technical & Financial Bid (Price Bids) and any documents forming part of the Bid must be signed on every page.

- 16.10 The Technical Bid shall not include any information sought in the Financial Bid (Price Bid). All other Bid documents except Financial Bid (Price Bid) shall be enclosed with the Technical Proposal.
- 16.11 Financial Bid (Price Bid) shall be submitted quoting the rates as stipulated in the price bid template provided along with this bid online.
- 16.12 Bids are invited in Hardcopy only. If any of the attached documents are found to be forged/fabricated, false, the EMD & Security Deposit of the Bidder shall be forfeited without prejudice to the right of the CGMFPFED to proceed against the bidder legally.
- 16.13 Bids along with Annexures/ supporting documents etc. must be serially numbered by the bidder. The Bidders shall submit the self- attested copies of the original supporting documents along with the Technical bid document to enable the CGMFPFED to verify & evaluate the bids. After evaluation of the bids received Financial Bid (Price Bid) of those Bidders who are meeting the criteria for technical qualification shall be opened.
- 16.14 Bidder must examine all terms and instructions included in the Tender Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.
- 16.15 The costs and expenses incurred by the Bidder in connection with submission of these documents etc. are not reimbursable. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the CGMFPFED will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 16.16 The Bidder shall submit the financial proposal in the price bid template only which is provided along with this Bid (PART-B), clearly indicating the cost in both figures and words, in Indian Rupees (INR), and signed by the Applicant's Authorized Representative.
- 16.17 The CGMFPFED shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the Bid.
- 16.18 While submitting the bid, wherever the Power of Attorney is to be submitted by the bidder such Power of Attorney shall be duly notarized by a Notary Public.

17. OPENING OF BIDS

- 17.1 The Technical Bids will be opened at the fixed time and the date indicated in the Bid document. The bidders will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Financial Bid (Price Bids) of only technically qualified bidders will be opened at the time and place for which separate notice will be given. Technically qualified bidders will be at liberty to be present either in person or through an authorized representative at the time of opening of the Financial Bids (Price Bids)

18. BID EVALUATION:

18.1 A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Financial Bid (Price Bid) evaluation. During the Scrutiny of the Technical bid by the designated tender evaluation committee appointed by the competent Authority necessary clarification if any required by the CGMFPFED shall be furnished by the tenderer within time given by the CGMFPFED for the same. The CGMFPFED is at liberty to verify any or all the documents submitted by the tenderers even by referring to third parties. After the technical evaluation is completed, opening of the Financial Bids (Price bids) for those bidders who have qualified the Technical criteria shall be opened. Date and time of opening of the Financial Bid (Price Bids) of will be intimated to the technically qualified tenderers.

19. EVALUATION OF TECHNICAL PROPOSALS

19.1 In the first stage, the Technical Proposal will be evaluated on the basis of Project Management Consultant’s experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

19.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein.

19.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Project Management Consultant/ Firm	40 Marks (30 marks for number of assignments) (10 marks for turnover of the firm)	5 marks per Eligible Assignment (Total of 30 marks) 10 marks for firm average annual turnover (scoring methodology as defined in clause 9.6 of this RFP)
	Prior Experience of the Project Management Consultant/Firm in executing projects of Herbal and Ayurvedic Industry	5 Marks	5 Marks shall be given if the bidding firm has prior experience of providing PMC services/ preparing or vetting drawing design for Herbal or Ayurvedic industrial plants
2.	Proposed Methodology and Work Plan	25 Marks	Evaluation will be based on the quality of submissions based on the presentation made to the Technical

			Evaluation Committee.
3.	Relevant Experience of the Key Personnel	30 Marks	
3(a)	Civil /Structural Engineer - cum - Team Leader	15	3 marks for meeting educational qualification and number of years of experience 3 marks per Eligible Engagement (Max 12 marks)
3(c)	Mechanical Engineer-Support Consultant	15	3 marks for meeting educational qualification and number of years of experience 3 marks per Eligible Engagement (Max 12 marks)
Grand Total		100	

19.4 Deleted

19.5 Of the bidder ranked as aforesaid, pre-qualified and short-listed for financial evaluation in the second stage. If the number of such pre-qualified Applicants is less than two, CGMFPFED may, in its sole discretion, pre-qualify the bidder whose technical score is less than 60 (sixty) points even if such bidder does not qualify as stipulated in the evaluation criteria, however such bidder should have secured not less than 40 (forty) points.

20. Evaluation of Financial Proposal

20.1 In the second stage, the financial evaluation will be carried out as per this Clause below. Each Financial Proposal will be assigned a financial score (S_F).

20.2 CGMFPFED 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 the total cost of services. Omissions, if 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 Project Management Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

21. COMBINED AND FINAL EVALUATION

21.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

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

21.2 The Selected bidder shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited in case the first ranked Applicant withdraws or fails to comply with the requirements specified.

21.3 Selections of Bidders are entirely at the discretion of the CGMFPFED and CGMFPFED shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

22. AWARD OF CONTRACT:

22.1 The contract shall be awarded to the successful Bidder by way of issuance of acceptance letter by CGMFPFED by post/e-mail/hand delivery under acknowledgment and the bidder shall immediately act upon such acceptance letter. Acceptance conveyed by CGMFPFED will constitute the contract between the Project Management Consultant and CGMFPFED and the contract shall be effective from the date of issue of acceptance letter.

22.2 CGMFPFED reserves the right to accept or reject any or all the Bids without assigning any reason/notice whatsoever and does not bind itself to accept the Lowest Bid or any Bid and reserves the right to scrap the Bid enquiry at any stage without assigning any reasons and CGMFPFED will not be liable for any costs and consequences thereof.

23. COMMENCEMENT OF SERVICES

23.1 The successful bidder shall commence the Services within fifteen (15) days from the date the contract becomes effective, or such other date as may be specified by the CGMFPFED in the work order.

24. FEES & OTHER CHARGES:

24.1 The selected Bidder shall be paid as per payment schedule all inclusive Consultancy Fee as quoted by him in the Financial bid (Price Bid) and accepted by CGMFPFED. The consultancy Fee will be inclusive of all staff costs, printing, communications, travel, accommodation, all taxes, fees, levies, cess, etc. under various State/Central enactments, (except GST) and all other costs & expenses incurred by the selected bidder in carrying out the duties described in Tender document unless provided for to the contrary in the contract. Any increase/ change in the statutory taxes (except GST), will also be borne by the Selected bidder and the CGMFPFED will not be responsible for the same.

However, if vendor inspection at location outside Raipur is required, in such case travel cost via Air (economy class)/ via Train (AC II tier) shall be reimbursed by Federation along with additional INR 5000 towards lodging and Local travel expenses, upon submission of actual bills, for each such inspection approved by Federation.

24.2 TDS under Income Tax Act shall be deducted at applicable rate from the bills of the PMC.

- 24.3 Subject to the terms of the contract, Payments will be made in INR to the Bank Account in India of the selected Bidder and according to the payment schedule stated in the Tender document. All payment shall be made after the conditions listed for each such payment have been met, and the Selected bidder have submitted pre received invoice in duplicate to the CGMFPFED specifying the amount due.
- 24.4 Where the selected Bidder have to incur expenditure on travel and stay at a place away from the normal place of residence, for which they have to make their own arrangements, which is not reimbursable.
- 24.5 The selected Bidder shall bear all costs associated with the preparation and submission of its Bid, and the CGMFPFED will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 24.6 The Bidder having valid GST registration number may claim GST from CGMFPFED (if applicable) from time to time on the fee payable to him under the contract. However, CGMFPFED reserves the right to release the payment of GST amount (if applicable) in the supply invoices only post matching of the invoices in the GSTN system. This shall further be ensured by the tenderer/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.
- 24.7 The tenderer /bidder, registered under GST (if applicable) shall ensure that the invoice to be raised with CGMFPFED is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by CGMFPFED.

25. PAYMENT:

- 25.1 All payments to the Project Management Consultant shall be made in INR in accordance with the provisions of this Tender document. The fee shall be payable in India only by way of RTGS/NEFT/ OTHER ELECTRONIC MODE/ECS for which necessary bank details shall be furnished by the Project Management Consultant. The Project Management Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Project Management Consultant.

26. CURRENCY CONVERSION RATE

- 26.1 The Project Management Consultant shall be paid for its services as per the Payment Schedule.
- 26.2 Deliverables expected from the selected bidder is subject to cap of quoted/accepted bid amount. The payment mechanism details are given below:
- 26.3 The payment cap includes fulfilment of Conditions Precedent, construction, testing and issue of completion certificate. Thus the timelines and payment schedule for will be as below:-

Development and Construction Period

Key Date	Description of Deliverables (as per Concession Agreement)	Days from the Effective Date	Percentage of accepted bid
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No.			amount payable
KD 0	Fulfilment of CPs	180	15%
Total A			15%
Key Date No.	Description of Deliverables (as per Concession Agreement)	Days from the Appointed Date ^{\$}	Percentage of accepted bid amount payable
KD1	Project Milestone – I	90	15%
KD2	Project Milestone – II	180	20%
KD3	Project Milestone – III	270	20%
KD4	Project Milestone – IV	365	20%
Total B			75%
KD 5	Issuance of construction Completion / Machine installation test certificate to the Licensee	----	10%
Total C			10%
Total (A+B+C)			100%

^{\$} Excludes the time taken by CGMFPFED in providing its comments on the Deliverables Report. The selected bidder shall get one week for submission of the Deliverables Report after comments of CGMFPFED are provided.

Note – In case the construction works gets completed before 365 days from the Appointed Date and COD commences, the selected bidder will get full payment as per the above table subject to the total ceiling of quoted/accepted lumpsum amount. Similarly, in case the construction works gets completed beyond 365 days from the Appointed Date then the selected bidder will get full payment on completion of construction work only. In no case, payment should exceed the quoted/accepted lumpsum amount for construction stage severally and jointly.

27. CORRUPT & FRADULANT PRACTICES:

- 27.1 Any bribe, commission, or advantage offered or promised by or on behalf of the bidder to any officer or official of CGMFPFED directly or indirectly shall (in addition to any criminal liability which the bidder may incur) debar his Bid from being considered. Canvassing on the part of, or on behalf of the bidder in any manner will also make his bid liable to rejection.
- 27.2 In case of any clear indication of cartelization, the CGMFPFED shall reject the Bid(s).
- 27.3 If the information given by the Bidder in the Bid Document is found to be false/incorrect at any stage, CGMFPFED shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the CGMFPFED may have under the Contract and Law against the Bidder.

28. BOOK EXAMINATION

28.1 The Bidder shall, submit the Final Report consisting of detailed recommendations, background data and all supporting documents based on which the recommendations are made. Such reports submitted by the PMC shall be the exclusive property of CGMFPFED for all purposes, whenever required, produce or cause to be produced for examination by the Authority or any other officer authorized by it in this behalf.

29. NO NEGOTIATION:

29.1 CGMFPFED will not enter into any negotiation even with the Lowest Bidder.

29.2 The Bidder shall not use these bid documents or any part thereof for purposes unrelated to this Contract without the prior written approval of the CGMFPFED.

30. SUBLETTING THE ASSIGNMENT:

30.1 The Bidder shall not sublet, transfer or assign the contract or any part thereof.

31. BIDDERS' PERSONNEL:

31.1 Removal and/or Substitution of Personnel

(i) If the CGMFPFED finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal offence, or (ii) the CGMFPFED has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the CGMFPFED's written request, provide as a substitute a person acceptable to the CGMFPFED.

(ii) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of Personnel.

(iii) Normally, Key personnel's indicated shall not be permitted to be changed during the currency of the consultancy as the eligibility of the Applicant is also based on the evaluation of Key Personnel and any change therein may upset the eligibility.

(iv) CGMFPFED will not consider substitution of Key Personnel except for reasons of any incapacity or due to serious ailments or in rare and exceptional circumstances. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the CGMFPFED. As a condition to such substitution, a sum equal to Rs. 10,000.00 (Ten Thousand Only) upon occurrence of each such substitution of Key Personnel, shall be deducted from the payments due to the PMC. The decision of CGMFPFED as to what constitutes a rare and exceptional circumstances shall be final.

- (v) The Selected bidder shall have the option to provide key personnel with higher qualifications/experience or higher number of key persons. However, no additional credit shall be given for the same for evaluation of their bid.
- (vi) If the Key Personnel makes a false averment regarding his qualification, experience or other particulars, such Key Personnel shall be liable to be debarred for any future assignment of the CGMFPFED for a period of 5 (five) years. Further, CGMFPFED shall have the option to ask for mandatory replacement of such Key Personnel or terminate the contract and debar/blacklist the Bidder for a period of 5 (five) years for any future assignment of CGMFPFED.

32. LIABILITY FOR PERSONNEL

- 32.1 The Selected bidder shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and deposit of contributions under various enactments. If, on account of default of the Project Management Consultant CGMFPFED is compelled to make any payments/contributions or discharge any responsibility/liability of the PMC, CGMFPFED shall be entitled to recover and/or set off such amounts/expenses incurred from the amounts due to the PMC under this or any other contract with CGMFPFED without prejudice to the right of CGMFPFED to initiate appropriate legal proceedings for recovery of such amounts. The PMC shall indemnify the CGMFPFED against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any Statute/Law in force. CGMFPFED shall in no way be responsible for any liabilities arising out of the PMC's contractual obligation with the personnel, experts, Similarly, the PMC shall in no way be responsible for any liabilities arising out of CGMFPFED's personnel.
- 32.2 The contract as entered into between CGMFPFED and the Selected bidder shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under any statutory/mandatory provisions prevailing in India. Liabilities of the Bidder in respect of obligatory laws remain unaffected and Bidder shall remain responsible for settlement of claims, if any, of third parties who may suffer damages either due to the fault of the Bidder or its employees and Associates.
- 32.3 The PMC shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the Project Management Consultant under the contract.

33. OBLIGATIONS OF THE PROJECT MANAGEMENT CONSULTANT

- 33.1 The PMC shall perform and carry out their obligations under the contract with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The PMC shall always act, in respect

of any matter relating to this Contract or to the Services, as faithful advisers to the CGMFPFED, and shall at all times support and safeguard the CGMFPFED's legitimate interests in any dealings with the third parties.

34. CERTIFICATE OF COMPLETION

34.1 The work under the contract shall be deemed to have been completed in all respects after submission of deliverables to CGMFPFED and accepted by CGMFPFED and only when so certified by CGMFPFED. The decision of CGMFPFED in this regard shall be final and binding on the PMC.

35. REPORT & DATA PERTAINING TO THE ASSIGNMENT.

35.1 The inception report, final report, survey reports, all the data collected by the PMC for the purpose of the assignment shall be the sole and exclusive property of CGMFPFED and CGMFPFED shall have the Intellectual property rights over them. The PMC shall submit all supporting data along with the Report to the CGMFPFED.

36. PROJECT MANAGEMENT CONSULTANT (PMC) NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.

36.1 The consultancy Fee of the PMC shall constitute his/their sole remuneration in connection with this Contract or the Services, and the PMC or their Personnel or agents shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the Contract.

37. PROHIBITION OF CONFLICTING ACTIVITIES

37.1 PMC shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Personnel of PMC found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD if it is discovered before the award of the contract and Security Deposit if discovered after the award of contract as mutually agreed genuine pre-estimated compensation and damages payable to CGMFPFED for, *inter alia*, the time, cost and effort of the Authority including consideration of such PMC's Proposal, without prejudice to any other right or remedy that may be available to the CGMFPFED hereunder or otherwise.

37.2 CGMFPFED requires that the PMC provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The PMC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the CGMFPFED.

37.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the PMC, its member (the "Member") or Associate (or any constituent thereof) and any other PMC, its member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of Project Management Consultant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Project Management Consultant, Member or Associate, as the case may be) in the other Project Management Consultant, its member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. Indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same Authorised representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant's member /associates; or
- (f) there is a conflict among this, and other consulting assignments of the Applicant and any subsidiaries or entities controlled by such Applicant or having common controlling

shareholders. The duties of the Applicant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the PMC shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (g) a firm which has been engaged by CGMFPFED to provide goods or works or services for a project, and its key personnel, will be disqualified from providing consulting services for the same project conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

37.4 For purposes of this Bid document, Associate means, in relation to the Project Management Consultant, a person who controls, is controlled by, or is under the common control with such Project Management Consultant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or any legal entity, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

37.5 An Project Management Consultant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for CGMFPFED in accordance with the rules of

the Authority. For the avoidance of doubt, an entity affiliated with the Project Management Consultant shall include a partner in the Project Management Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Project Management Consultant, as the case may be, and any Associate thereof.

38. RELATIONSHIP WITH THIRD PARTIES

All transactions between the PMC and third parties shall be carried out as between two principals without reference in any event to the CGMFPFED. The PMC shall also undertake to make the third parties fully aware of the position aforesaid.

39. DAMAGES

39.1 The PMC shall be liable to pay damages to CGMFPFED for any losses, costs and expenses incurred by the CGMFPFED due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.

40. INDEMNITY

40.1 The PMC shall indemnify defend and hold harmless the CGMFPFED during and after the term of this contract from and against all liabilities, damages, loses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever arising out of the acts, omissions, negligence and breach of this contract.

40.2 CGMFPFED reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider.

41. ADDITIONAL INFORMATION:

41.1 In case if any additional clarification of the assigned consultancy is required, the Project Management Consultant should be in a position to give such clarification/refinements at no additional cost.

42. PERFORMANCE STANDARDS:

42.1 The PMC shall perform the Services under the contract with the highest standards of professional and ethical competence, integrity and transparency. He/They shall promptly replace any employees assigned under this Contract that the CGMFPFED considers unsatisfactory.

43. DELAY IN THE ASSIGNMENT AND LIQUIDATED DAMAGES:

43.1 Liquidated Damages

43.2 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the PMC and such error or variation on the part of the PMC, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the PMC by way of liquidated damages, subject to a maximum of 10% (ten per cent) of the contract Value for the project.

43.3 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Contract Value of the project per day, subject to a maximum of 10% (ten per cent) of the contract Value of the project will be imposed and shall be recovered by appropriation from the Security deposit or otherwise. However, in case of delay due to reasons beyond the control of the PMC, suitable extension of time shall be considered at the sole discretion of CGMFPFED.

43.4 Encashment and appropriation of Security Deposit.

43.5 The Authority shall have the right to invoke and appropriate the Security Deposit, in whole or in part, without notice to the PMC in the event of breach of this Agreement or upon his failure to comply with any of the obligations under the contract or for recovery of liquidated damages specified in the contract.

44. ACTION FOR DEFICIENCY IN SERVICES

44.1 In addition to the liquidated damages not amounting to penalty, as specified in the contract, in the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of CGMFPFED, other penal action including debarring/blacklisting for a specified period may also be initiated as per policy of CGMFPFED from time to time.

44.2 The PMC shall be liable for all costs, damages, compensation, fees, charges, levies, and expenses suffered or incurred by CGMFPFED due to their negligence and/or unworkman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out any of the obligations under the Contract. The decision of the CGMFPFED regarding such failure of the PMC and their liability for the losses, etc. suffered by CGMFPFED, and quantum of such losses, shall be final and binding on the PMC and CGMFPFED is entitled to recover all such losses from them.

44.3 If in the opinion of CGMFPFED the delay in completion of assignment is delayed unduly it shall be lawful for CGMFPFED to terminate the contract at the risk and cost of such PMC and to forfeit the Security Deposit for recovery of all losses, damages, costs and expenses which may be incurred by CGMFPFED consequent to such termination.

44.4 If the PMC is unavoidably hindered in carrying out the function on account of delayed decision or inputs by the CGMFPFED, which are necessary to carry out further work, he shall be allowed suitable extension of time by CGMFPFED, CGMFPFED, not exceeding the

prescribed tenure of the contract, whose decision shall be final and binding on the PMC. No claim of the bidder shall be entertained against the CGMFPPED for the work done during such extended period.

45. TERMINATION OF CONTRACT:

45.1 BY CGMFPPED

- (i) In the event of the PMC having been adjudged as insolvent or going into liquidation or winding up their business or making arrangement with their creditors, the CGMFPPED shall be at liberty to terminate the contract forthwith and to realize from the PMC all resultant losses, damages, costs incurred without prejudice to any other rights or remedies under the contract and law at the risk and cost of the Bidders.
- (ii) In the event of breach by the Bidder of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, the CGMFPPED shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith at the risk and cost of the PMC and to forfeit the Security Deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by CGMFPPED consequent to such termination and / or in completing the assignment. In case the sum is not sufficient to cover the full amounts recoverable, the PMC shall pay CGMFPPED on demand the entire remaining balance due. However, CGMFPPED may grant 15 days' time by way of Notice in writing to the Project Management Consultant to rectify the default before terminating the contract.
- (iii) CGMFPPED may at any time without assigning any reason terminate the contract without any liability by giving thirty days' notice to the bidder.
- (iv) In the event of complaint of the service provider/Licensee, Authority shall initiate action as per Clause 45.1 (ii) of License Agreement for Termination of Appointment.

46. BY PROJECT MANAGEMENT CONSULTANT (PMC)

46.1 The PMC may terminate this Contract, by not less than thirty (30) days written notice to the CGMFPPED if the CGMFPPED fails to pay any undisputed amount due to the Bidder under the Contract, provided that if the CGMFPPED pays such amount within the notice period such termination notice shall become in fructuous.

47. PAYMENT UPON TERMINATION

47.1 Without prejudice to the right of CGMFPPED to set off any dues recoverable from Bidder against payments outstanding, CGMFPPED shall pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by the PMC.

48. FORCE MAJEURE

48.1 A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party’s obligations under this Agreement. A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

49 PROCEDURE FOR FORCE MAJEURE

49.1 If Project Management Consultant claims relief on account of a Force Majeure, then the Project Management Consultant claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the CGMFPFED in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Project Management Consultant’s obligations under this Agreement. Upon cessation of the situation which led to an Project Management Consultant claiming Force Majeure under this section the Project Management Consultant shall within seven days thereof notify the CGMFPFED in writing of the cessation and the Project Management Consultant shall as soon a practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

49.2 PROLONGED FORCE MAJEURE

- (i) In the event Force Majeure continuously impedes or prevents Project Management Consultant’s performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Project Management Consultant, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.
- (ii) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (iii) The Project Management Consultant is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of the CGMFPFED in this regard will be final.

50. NOTICES

50.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties.

51. GOVERNING LAWS AND JURISDICTION& DISPUTE SETTLEMENT

51.1 This Contract shall be governed by the Laws of India for the time being in force. The courts at Raipur shall have exclusive jurisdiction for settlement of any disputes between the parties arising out of execution of this contract.

52. CONFIDENTIALITY & NON DISCLOSURE

52.1 Any information pertaining to the CGMFPFED or any other Governmental Agency involved in the project that comes to the knowledge of the PMC in connection with this contract, unless already available in public domain, shall be deemed to be confidential and the PMC will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The PMC shall ensure due secrecy of information and data not intended for circulation in public.

53 MEETINGS AND COORDINATION:

53.1 CGMFPFED may review with the PMC, during the period of Consultancy, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Atal Nagar, Nava Raipur at the CGMFPFED's office. The frequency of such meetings would depend on the stage of completion of the work; the expenses for attending meetings shall be borne by the PMC.

53.2 The PMC will make a presentation on the inception report for discussion at a meeting. This will be a working document. The matter has to be specified.

54. STANDARDS OF PERFORMANCE:

54.1 The PMC shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The PMC shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the CGMFPFED, and shall at all times support and safeguard the CGMFPFED's legitimate interests in any dealings with Sub-Consultants or Third Parties.

55. NO WAIVER OF RIGHTS:

55.1 No forbearance, indulgence or relaxation or inaction or delay in exercising or omission to exercise any right, power or remedy accruing to any Party upon any default under or breach of this Agreement shall impair any such right, power or remedy nor shall the same be construed to be a waiver or any acquiescence thereof, nor shall any action or inaction on the part of that Party in respect of any such default or waiver affect or impair

any right, power or remedy of that Party in respect of any other or continuing default or waiver.

56. SET-OFF

56.1 Any sum of money due and payable to the PMC (including Security Deposit refundable to the PMC) under this Contract may be appropriated by the CGMFPFED and set off against any claim of the CGMFPFED for the payment of any sum of money arising out of, or under this contract or any other Contract made by the PMC with the CGMFPFED.

TERMS OF REFERENCE FOR PROJECT MANAGEMENT CONSULTANT

1 Scope

1.1 These Terms of Reference for the PMC (the "TOR") are being specified pursuant to the License Agreement dated (the "Agreement"), which has been entered into between the Licensor and (the "Licensee") for the Project on design, build, operate, maintain and transfer basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

1.2 This TOR shall apply to construction, operation and maintenance of 6 MTPD Herbal Extraction Unit.

2 Definitions and interpretation

2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2 of the Agreement shall apply, mutatis mutandis, to this TOR.

3 Role and functions of the Project Management Consultant

3.1 The role and functions of the Project Management Consultant shall include the following:

- (i) review of the Drawings and Documents as set forth in Paragraph 4;
- (ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
- (iii) conducting Tests on completion of construction and issuing Completion/Provisional Certificate as set forth in Paragraph 5;
- (iv) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
- (v) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- (vi) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;

- (vii) assisting the Parties in resolution of Disputes as set forth in Paragraph 9; and
- (viii) undertaking all other duties and functions in accordance with the Agreement.

3.2 The PMC shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4 Development Period

4.1 During the Development Period, the PMC shall undertake a detailed review of the Drawings and Detailed Project Report to be furnished by the Licensee along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites and topographical surveys. The PMC shall complete such review and send its comments/observations to the Licensor and the Licensee within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings and Detailed Project Report with the Scope of the Project and Specifications and Standards.

4.2 The PMC shall review any modified Drawings or supporting Documents sent to it by the Licensee and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.

4.3 The PMC shall review the Drawings sent to it by the Safety Consultant in accordance with Schedule-M and furnish its comments thereon to the Licensor and the Licensee within 7 (seven) days of receiving such Drawings. The PMC shall also review the Safety Report and furnish its comments thereon to the Licensor within 15 (fifteen) days of receiving such report.

4.4 The PMC shall review the detailed design, construction methodology, quality assurance procedures and the procurement engineering and construction time schedule sent to it by the Licensee and furnish its comments within 15 (fifteen) days of receipt thereof.

4.5 Upon reference by the Licensor, the PMC shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project, and furnish its comments within 7 (seven) days from receipt of such reference from the Licensor.

5 Construction Period

5.1 In respect of the Drawings, Detailed Project Report, Documents and Safety Report received by the PMC for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

5.2 The PMC shall review the monthly progress report furnished by the Licensee and send its comments thereon to the Licensor and the Licensee within 7 (seven) days of receipt of such report.

- 5.3 The PMC shall inspect the Construction Works and the Project once every month, preferably after receipt of the monthly progress report from the Licensee, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the PMC shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The PMC shall send a copy of its Inspection Report to the Licensor and the Licensee within 7 (seven) days of the inspection.
- 5.4 The PMC may inspect the Project Site more than once in a month if any lapses, defects or deficiencies require such inspections.
- 5.5 For determining that the Construction Works conform to Specifications and Standards, the PMC shall require the Licensee to carry out, or cause to be carried out, Tests on a sample basis, to be specified by the PMC in accordance with Good Industry Practice for quality assurance. The PMC shall issue necessary directions to the Licensee for ensuring that the Tests are conducted in a fair and efficient manner and shall monitor and review the results thereof.
- 5.6 The sample size of the Tests, to be specified by the PMC under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of Tests prescribed for each category or type of Tests in the Quality Control Manuals; provided that the PMC may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of Tests.
- 5.7 The timing of Tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the PMC in accordance with the Quality Control Manuals. The Tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the Tests that may be carried out by the Licensee for its own quality assurance in accordance with Good Industry Practice.
- 5.8 In the event that the Licensee carries out any remedial works for removal or rectification of any defects or deficiencies, the PMC shall require the Licensee to carry out, or cause to be carried out, Tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such Tests.
- 5.9 In the event that the Licensee fails to achieve any of the Project Milestones, the PMC shall undertake a review of the progress of construction and identify potential delays, if any. If the PMC shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Licensee to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which Scheduled Project Completion Date shall be achieved. Upon receipt of a report from the

Licensee, the PMC shall review the same and send its comments to the Licensor and the Licensee forthwith.

- 5.10 If at any time during the Construction Period, the PMC determines that the Licensee has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Licensor forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.11 In the event that the Licensee carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the PMC to inspect such works, and within 3 (three) days of receiving such notice, the PMC shall inspect the suspended works and make a report to the Licensor forthwith, recommending whether or not such Suspension may be revoked by the Licensor.
- 5.12 If Suspension of Construction Works is for reasons not attributable to the Licensee, the PMC shall determine the extension of dates set forth in the Project Completion Schedule, to which the Licensee is reasonably entitled, and shall notify the Licensor and the Licensee of the same.
- 5.13 The PMC shall carry out, or cause to be carried out, all the Tests specified in Schedule-J and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the PMC shall act under and in accordance with the provisions of Article 16 and Schedule-J.
- 5.14 Upon reference from the Licensor, the PMC shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 17 and certify the reasonableness of such costs for payment by the Licensor to the Licensee.
- 5.15 The PMC shall aid and advise the Licensee in preparing the Maintenance Manual.

6 Termination

- 6.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the PMC shall, in the presence of a representative of the Licensee, inspect the Project for determining compliance by the Licensee with the Divestment Requirements set forth in Clause 32.1 and, if required, cause Tests to be carried out at the Licensee's cost for determining such compliance. If the PMC determines that the status of the Project is such that its repair and rectification would require a larger amount than the sum set forth in Clause 33.2, it shall recommend payment of the required amount to the Licensor.
- 6.2 The PMC shall inspect the Project once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Licensee under Article 33, in respect of the defects or deficiencies specified therein. If any such defect or

deficiency is found by the PMC, it shall make a report in reasonable detail and send it forthwith to the Licensor and the Licensee.

7 Determination of costs and time

7.1 The PMC shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

7.2 The PMC shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

8 Assistance in Dispute resolution

8.1 When called upon by either Party in the event of any Dispute, the PMC shall mediate and assist the Parties in arriving at an amicable settlement.

8.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the PMC shall specify such meaning, scope and nature by issuing a reasoned written statement relying on Good Industry Practice and authentic literature.

9 Other duties and functions

The PMC shall perform all other duties and functions specified in the Agreement.

10 Miscellaneous

10.1 The PMC shall notify its programme of inspection to the Licensor and to the Licensee, who may, in their discretion, depute their respective representatives to be present during the inspection.

10.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the PMC to the Licensee pursuant to this TOR, and a copy of all the test results with comments of the PMC thereon shall be furnished by the PMC to the Licensor forthwith.

10.3 The PMC shall obtain, and the Licensee shall furnish in 2 (two) copies thereof, all communications and reports required to be submitted, under this Agreement, by the Licensee to the PMC, whereupon the PMC shall send 1 (one) of the copies to the Licensor along with its comments thereon.

10.4 The PMC shall retain at least one copy each of all Drawings, Detailed Project Report and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

10.5 Upon completion of its assignment hereunder, the PMC shall duly classify and list all Drawings, Detailed Project Report, Documents, results of Tests and other relevant records, and hand them over to the Licensor or such other person as the Licensor may specify, and obtain written receipt thereof. 2 (two) copies of the said documents shall

also be furnished in editable digital format or in such other medium as may be acceptable to the Licensor.

- 10.6 Wherever no period has been specified for delivery of services by the PMC, the PMC shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

FORWARDING LETTER

From

(Full Name of the bidder Firm) -----

Address -----

Phone No. _____

Fax _____

Email id _____

Website _____

To

Managing Director/

Chhattisgarh Minor Forest Produce (T& D) Co-operative Federation Ltd.

Vandhan Bhawan, Sector 24, Nava Raipur, Atal Nagar

District- Raipur (C.G.)

Dear Sir,

1. With reference to your Tender No. _____ dated _____ I/we submit the Online Bids under single-bid system for selection of Project Management Consultant (PMC) for Development, Operation and Maintenance of Herbal Extraction Unit spread over 6.04 acres of land.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Tender document and expressly agree to abide by them.
3. The bid submitted is unconditional and unqualified.
4. All information provided in the bid and in its annexures and supporting documents are true and correct and all documents accompanying such Proposal are true copies of their respective originals.
5. This statement is made for the express purpose of appointment as the Project Management Consultant/ Independent Consultant for the aforesaid Project.
6. I/We shall make available to CGMFPFED any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

7. I/We acknowledge the right of CGMFPFED to reject our application without assigning any reason or otherwise and I/We do not have any Conflict of Interest.
8. I/We agree to keep the offer open for acceptance up to and inclusive of 90 days from the date of opening of the Financial Bid and to the extension of the said date by another 30 days in case it is so decided by CGMFPFED. I/We shall be bound by communication of acceptance of the offer dispatched by CGMFPFED within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for CGMFPFED, the offer will remain open for acceptance till the next working day.
9. I/We hereby submit along with the Technical Bid the Demand Draft in favor of Managing Director, Chhattisgarh State Minor Forest Produce Federation Ltd for amount INR 25,000/- (Rupees Twenty Five Thousand only) as Earnest Money Deposit and INR 5900/- (Rupees Five Thousand and Nine Hundred Only) inclusive of Goods and Service Tax towards tender/ bid processing Fee.
10. In the event of our Bid being accepted, we agree to furnish within fifteen working days from the date of issue of acceptance letter of the Bid, Performance Security Deposit as stipulated in the Bid.
11. We do hereby declare that the entries made in the bid document are true and also that we shall be bound by the acts of our duly constituted Attorney.
12. We do hereby declare that the bidder firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking for any failure to comply with the terms and conditions of any contract, as on the bid due date _____.
13. We hereby declare that the contract entered into by the bidder Firm with any Govt. Department/Public sector undertaking has not been terminated before the expiry of the contract period at any point of time during the last five years for breach of any terms and conditions.
14. We hereby declare that the Earnest Money Deposit and/or Security Deposit of the bidder Firm / Organization/ Institute have not been forfeited or adjusted by CGMFPFED or central/state Govt. or any central/ State PSU /Statutory Corporations during the last five years, for breach of any terms and conditions.
15. We hereby declare that the Bidder Firm, its proprietor / any of the partners / any of the Directors has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more.
16. We hereby declare that the Bidder Firm, its proprietor / any of the partners / any of the Directors do not attract any of the disqualification conditions stipulated in this Bid documents.
17. We certify that all information furnished by the bidder Firm is true & correct and in the event that the information is found to be incorrect/untrue, the CGMFPFED shall have the right

to disqualify the Firm without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the CGMFPFED may have under the Contract and Law.

18. We hereby confirm that the bidder satisfies the terms and conditions laid down in the Bid document.

19. We have declare that (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

(Signature of Bidder)

(Authorized Signatory)

(Seal of Bidder Firm)

BIDDER PROFILE

Sl. No	Particulars	
1.	Name of the Bidder Firm with full address, Corporate Office/Head Office etc. Website, E-mail ID, Telephone etc.	
2.	Provide a brief description of the background of the Bidder firm/entity. The brief description should include constitution of the firm, its objectives, some of the main clients of the firm etc. (Not more than 150 words)	
3.*	Name, designation & address, Tel. No. of the authorized signatory & nature of authorization (i.e., POA/Board Resolution etc.)	
4.	Nature Government /PSU/ Private/others	
5.*	Composition of Bidder (Legal Entity): State whether the Bidder is a registered partnership firm, LLP or a company, OR a Registered Society etc. The name of all Partners, LLP or all the Directors of the company, as applicable, shall be furnished.	
6.*	(i) PAN Number	
	(ii) GST Registration Number of the Firm.	
7.	Furnish details of Sister concerns with the name of Proprietor/Director/Partner thereof with the nature of business	
8.	Date & Year of Establishment / incorporation of firm.	
9.*	Number of years of experience in Consultancy Services	
10.	Core Competency	
11.	Any other important information about the firm.	
12.	Whether Bidder have been blacklisted or otherwise	

	debarred by CGMFPFED or central/state Govt. or any central/ State PSU /Statutory Corporations (Y/N) as on bid due date	
13.	Whether the Bidder's contract with CGMFPFED or central/state Govt. or any central/ State PSU /Statutory Corporations, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last five years. (Y/N)	
14.	Whether the Bidder's Earnest Money Deposit and/or Security Deposit have been forfeited by CGMFPFED or central/state Govt. or any central/ State PSU /Statutory Corporations during the last five years, for breach of any terms and conditions. (Y/N)	
15.	Whether the proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company have been at any time, convicted by a Court for an offence involving moral turpitude. (Y/N)	
16.	Whether the bidder firm / its proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company has any conflict of interest as defined in this contract. (Y/N)	

Financial Capacity of the Bidder

S. No.	Financial Year	Annual Revenue (INR Crore)
1.	2019-20	
2.	2020-21	
3.	2021-22	

Certificate from the Statutory Auditor^{\$}

This is to certify that (name of the bidder) has received the payments shown above against the respective years on account of professional fees as consultancy services. The average annual turnover for FY 2019-20, FY 2020-21, FY 2021-22 is ____ crore.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

Abstract of Eligible Assignments of the Bidder

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Payment of professional fees received by the bidder (in Rs. crore)
(1) ^E	(2)	(3)	(4)	(5)
1				
2				
3				
4				

Note. The bidder should provide details of only those projects that have been undertaken by it under its own name.

Certificate from the Statutory Auditor^{\$}

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant along with supporting documents

Eligible Assignments of Bidder

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Description of services performed by the Applicant Firm:	
4.	Name of client and Address: (Indicate whether public or private)	
5.	Name and telephone no. of client's representative:	
6.	Estimated capital cost of the Project (in Rs crore):	
7.	Payment received by the Applicant (in Rs. crore):	
8.	Start date of the services (month/ year):	
9.	Finish date of the services (month/ year):	
10.	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory)</p>		

Notes:

1. Use separate sheet for each Eligible Project along with supporting documents as per clause 9.7
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

PARTICULARS OF KEY PERSONNEL

Sl. No	Designation of key personnel	Name	Educational qualification	Length of professional experience	Present employment		No. of eligible assignments
					Name of firm	Employed since	
1	Civil /Structural Engineer - cum - Team Leader						
2	Mechanical Engineer-Support Consultant						

Name of the Key Personnel

Signature

Attested by

(Bidder)

Note: In support of above, Self-attested copies of certificates of professional educational qualifications and declaration in proof of all other information sought should be signed by the respective Key Personnel and counter signed by the Authorized Signatory of the Bidder shall be furnished. However, if any information/declaration so furnished by the Key Personnel/Bidder is found to be false at any stage, the contract is liable to be terminated at the Risk & Cost of the Bidder and the Bidder shall be blacklisted by CGMFPEED.

Abstract of Eligible Assignments of Key Personnel^{\$}

Name of Key Personnel:

Designation:

S.No	Name of Project	Name of Client	Estimated capital cost of project (in Rs. cr	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

^{\$} Use separate Form for each Key Personnel.

Note: The bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

Eligible Assignments of Key Personnel

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Name of Consulting Firm where employed:	
5.	Description of services performed by the Key Personnel (including designation):	
6.	Name of client and Address: (Indicate whether public or private)	
7.	Name and telephone no. of client's representative:	
8.	Estimated capital cost of the Project (in Rs crore):	
9.	Start date of the services (month/ year):	
10.	Finish date of the services (month/ year):	
11.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Eligible Project along with supporting documents as per clause 9.7
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

- (i) Use separate form for each Key Personnel
- (ii) Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm.
- (iii) Self-attested copies of documents in support of Education Qualification and Experience should be submitted

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

Format for Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Project Management Consultant for Monitoring and supervision of construction, operation and maintenance of the Project, proposed to be developed by CGMFPFED including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with CGMFPFED in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award .

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper (of applicable value in accordance with the local stamp act) and duly notarised by a notary public.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostils certificate.*

DECLARATION

(To be given on Company Letter Head)

To,

Manging Director

Chhattisgarh Minor Forest Produce (T& D) Co-operative Federation Ltd.

Vandhan Bhawan, Sector 24, Nava Raipur, Atal Nagar

District- Raipur (C.G.)

1. I _____ Son/Daughter/Wife of _____ is the authorized representative of the bidder firm and I am competent to sign this declaration and execute this Bid document.
2. I have carefully read and understood all the terms and conditions of the Bid and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my Bid at any stage without prejudice to any other rights that the Corporation may have under the Contract and Law.
4. I further undertake that the person(s)/team deployed for consultancy services will complete the work and they will not be removed from the assigned work till the completion of the contract.

Signature _____ of _____
authorized
Representative:

Full Name :

Designation:

Name & Address of
Organisation:

Seal:

Date:

Place:

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

(To be given on Company Letter Head)

Date:

To,

Manging Director

Chhattisgarh Minor Forest Produce (T& D) Co-operative Federation Ltd.

Vandhan Bhawan, Sector 24, Nava Raipur, Atal Nagar

District- Raipur (C.G.)

Sub: Acceptance of Terms & Conditions of Tender.

Bid Reference No: _____

Name of Bid / Work:

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: _____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by CGMFPPED too have also been taken into consideration, while submitting this Bid.

4. I / We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then CGMFPPED shall without prejudice to any other right or remedy be at liberty to reject this bid including the forfeiture of the full said earnest money deposit/ security deposit, as the case may be, absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Proforma of Bank Guarantee of Security Deposit

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the Chhattisgarh Minor Forest Produce (Trading & Development) Cooperative Federation Limited (CGMFPFED) Headquarters at Nava Raipur, District Raipur, Chhattisgarh (hereinafter called CGMFPFED) having stipulated furnishing the security deposit in the form of Bank Guarantee payable at Raipur Branch under the terms and conditions of the contract No. _____, dated _____ made between the CGMFPFED and the Consultant M/s to undertake Monitoring and supervision of construction, operation and maintenance of the 6 MTPD Herbal Extraction Unit (hereinafter called the 'contract') for the due performance and fulfilment by the said Project Management Consultant of the terms and conditions and obligations contained in the said contract, we (*NAME OF BANK*), (hereinafter referred to as 'the Bank') at the request of M/s(BIDDER/S) do hereby undertake to pay on demand by CGMFPFED an amount not exceeding Rs _____ (Rupees _____ only).

We (*NAME OF BANK*), *Raipur Branch* do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CGMFPFED. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).

We undertake to pay to the CGMFPFED any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, (*NAME OF THE BANK*), *Raipur Branch* further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and for a period of 42 months from the date of issue of this Guarantee and that it shall continue to be enforceable till all the dues of the CGMFPFED under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the CGMFPFED certifies that the terms and conditions of the said contract have been fully and properly carried out by said Bidder(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (date) (42 months to be indicated) we shall be discharged from all liability under this guarantee thereafter.

We, (*NAME OF THE BANK*) , *Raipur Branch* further agree with the CGMFPFED that the CGMFPFED shall have the fullest liberty without our consent and without affecting in any

manner our obligation hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by CGMFPFED against the said Project Management Consultant and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s)/ Project Management Consultant_or for any forbearance, act or commission on the part of the CGMFPFED or any indulgence by the CGMFPFED to the said Bidder(s) or by any 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 will not be discharged due to the change in the Constitution of the Bank or the Bidder(s).

The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, (NAME OF THE BANK), Raipur Branch lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CGMFPFED in writing.

Dated the day of for (NAME OF THE BANK)

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) Bank Guarantee should be payable at Raipur Branch
- (iii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

PART – B

Financial Bid (PRICE BID)

FINANCIAL PROPOSAL

Covering Letter
(On Applicant's letter head)

From: (Full name and address of the Bidder) _____

To,

Manging Director

Chhattisgarh Minor Forest Produce (T&D) Cooperative Federation Ltd.

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

Raipur, Chhattisgarh

Dear Sir/Madam,

I/We submit the Price Bid for appointment as a Project Management Consultant to undertake Monitoring and supervision of construction, operation and maintenance of 6 MTPD Herbal Extraction Unit as envisaged in the Bid document.

2. I/ We have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them.

3. I/ We offer to work at the rates as indicated in the schedule of price Bid, Annexure-XVI inclusive of all applicable taxes including GST.

4. I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the date of opening of the Bid and that CGMFPFED, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders.

Yours Faithfully,

Signature of
authorized
Representative:

Full Name :

Designation:

Name & Address
of Bidder Firm

Seal:

Date:

Place:

SCHEDULE OF PRICE BID

I/ We hereby submit the financial Bid for undertaking the aforesaid Herbal Extraction Project in accordance with the RFP Document as per the financial bid format.

S. No.	Location of the project	Amount in words (Total Cost of Consultancy for Development Stage of the Project) – for original period of contract as defined under Clause 5.1.	Amount in figures
1.	6 MTPD Herbal Extraction Unit, Jamgaon, Patan, District- Durg		

Note:

- (i) The financial cost shall be based on the above Financial Proposal.
- (ii) The rates shall be quoted in Indian Rupee only.
- (iii) The rates will be inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, fees etc. will be the responsibility of the Bidder
- (iv) In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- (v) The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Signature of
authorized
Representative:

Full Name :

Designation:

Name & Address
of Bidder Firm

Seal:

Date:

Place: