

Expression of Interest
For
Empanelment of Exporters to Promote Sales of Minor Forest
Produce (MFP) based products under Chhattisgarh Herbals
Brand in International Markets

Dated 15/07/2022



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

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

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



**CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D)
CO-OPERATIVE FEDERATION LTD.**
VAN DHAN BHAWAN NAVA RAIPUR ATAL NAGAR,
PHONE NO. (0771) 2513100
E-mail: mfpfed.cg@nic.in; Website: www.cgmfpfed.org

Notification No: MFP Fed/03/Export/(2022) - 2

Dated: 15-07-2022

**Expression of Interest (EOI) for Empanelment of exporters to promote sales of Minor Forest
Produce (MFP) based products under Chhattisgarh Herbals brand in
International Markets**

C.G. MFP Fed. invites proposal in prescribed format for empanelment as exporters to promote sales of Minor Forest Produce (MFP) based products under Chhattisgarh Herbals brand in International Markets.

The eligibility criteria, terms and conditions, tender form, etc, are set out in the EOI document which can be downloaded from the website www.cgmfpfed.org from 15-07-2022. The proposal should be submitted so as to reach the Federation office latest by 03.00 PM of 05-08-2022.

After the submission deadline of 05-08-2022, the registration for empanelment shall be kept open throughout the year till further notice. The application/s received till 05th day of every month by 05.00 pm (or the next working day, if 05th day is holiday), will be scrutinized and evaluated for empanelment for the same month and the applications received after 05th day of the month will be considered for evaluation in the following month. Amendment/modification to the Tender document, if any, shall be uploaded on the website only.

Managing Director

In order to facilitate empanelment of exporters and to encourage their participation, the registration for empanelment shall be kept open throughout the year till further notice. The application/s received till 05th day of every month by 05.00 pm (or the next working day, if 05th day is holiday), will be scrutinized and evaluated for empanelment for the same month and the applications received after 05th day of the month will be considered for evaluation in the following month. In case of any queries regarding this EOI, the applicants may send email to following email id: mfpfed.cg@nic.in and /or can contact Mr, Ambikesh Dubey, (Sr. Executive) Phone no 8328011484 with subject line as **“Empanelment of exporters to promote sales of Minor Forest Produce (MFP) based products under Chhattisgarh Herbals brand in International Markets”**

The empaneled exporter shall have exclusive rights to export all the products under the aegis of Chhattisgarh Herbals brand to the region/ country for which the applicant is selected for. Once the exporter is selected for any particular region/ country, the same will be closed for empanelment and the list of countries for which the empanelment has been done shall be updated on the website and the applicants would be considered for evaluation for empanelment for those region/ country only for which any exporter is not empaneled.

Disclaimer

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

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DEFINITIONS

- i. **“CGMFPFED” means** Chhattisgarh State Minor Forest Produce (T&D) Cooperative Federation Limited
- ii. **“Federation” means** Chhattisgarh State Minor Forest Produce (T&D) Cooperative Federation Limited
- iii. **“Applicant”** means agency/firm etc. submitting proposal in response to this EOI
- iv. **“CG Herbals”** means CG Herbals/ Chhattisgarh Herbals brand established by Chhattisgarh State Minor Forest Produce (T&D) Cooperative Federation Limited, under whose aegis the MFP based products will be sold
- v. **“NWFP Marts”** means CGMFP Federations’ storage facilities at various NWFP MARTs located at Raipur, Bilaspur, Durg, Kanker, Jagdalpur and Sarguja for Chhattisgarh Herbal Products
- vi. **“Exporter”** means the empaneled firm/agency etc. having exporting rights of Minor forest-based product/s under CG Herbals Brand for any region/ country as per Annexure ii they have been empaneled through this EOI
- vii. **“MFP”** means Minor Forest Produce
- viii. **“Products”** means MFP/Herbal/Agro-processing based products
- ix. **“Private Agencies/ Firm”** means Private sector players/agencies/professionals
- x. **“Eoi”** means Expression of Interest
- xi. **“Empanelment”** shall mean empanelment of agencies with the federation for exporting/ marketing/ selling of MFP based products exclusively in International Markets/ Region/ Country for which the applicant has been empanelled through this EOI
- xii. **“Regions” means** country/ countries/ continents for which exporter has been empanelled for exporting MFP based products under CG Herbals Brand.
- xiii. **“Worth of products”** The total value of products shall be determined based on the total quantity of products multiplied by the current rate of the product/s as mentioned in annexure 1

1. INTRODUCTION

1.1 Project

Chhattisgarh State Minor Forest Produce (T & D) Co-operative Federation herein referred as “**Federation**” is in the process of developing export channels in International markets to promote the sale of MFP based products under Chhattisgarh Herbals brand manufactured in the designated production units of Federation across different locations in the State of Chhattisgarh.

The Federation envisages to engage private agencies for development of export channels in International Markets for MFP based products by inviting proposal for empanelment with Federation. The empanelled exporters here in after referred as “**Applicant**” will promote export of MFP based products under Chhattisgarh Herbals brand in International markets through offline and online sales & marketing channels.

1.2 Expression of Interest

Federation invites proposals through this EOI for Empanelment of exporters to promote sales of Minor Forest Produce (MFP) based products under Chhattisgarh Herbals brand in International Markets

1.3 Due diligence by Applicants

The Applicants are advised to inform themselves about this empanelment and the conditions of this EOI before submitting the Application

1.4 Procurement of EOI Document

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

1.5 Validity of the EOI

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

1.6 Limitation of EOI

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

1.7 Brief description of the Empanelment Process

The empanelment process is a single-stage bidding process wherein, interested applicant/s are invited to submit their proposal/s in response to this EOI. Proposals of Applicants meeting

the **Minimum Qualification Criteria** as per **clause 2** will be further scored as per **Clause 3 Technical Evaluation Criteria**. Based on the scores obtained by the applicants as per **Clause 3** list of region wise empaneled exporters shall be prepared.

1.8 Important Dates

The Federation would endeavour to adhere to the following schedule

Sr. No	Parameters	Date & Time
1	Issue of EOI document	15-07-2022
2	Submission of Proposal document	05-08-2022 by 03.00 pm
3	Opening of Proposal document	05-08-2022 by 04.00 pm

1.9 Communications

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

The Managing Director,

CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OP.FEDERATION LIMITED

"Van Dhan Bhavan" Sector 24, Nava Raipur, Atal Nagar, Dist.- Raipur Phone - 0771-

2513100 to 2513110

E-mail: mfpfed.cg@nic.in

Website:www.cgmfpfed.org

Applicant should submit their proposal in the sealed envelope clearly indicating **“Proposal for Empanelment of exporters to promote sales of Minor Forest Produce (MFP) based products under Chhattisgarh Herbals brand in International Markets”** in bold letters on top of the envelope.

2. MINIMUM ELIGIBILITY CRITERIA

- The applicant should be a registered company or any other legal entity.
- The applicant should have requisite licenses/ certificates/ registrations to perform export/ operations of MFP / herbal/ Agri based products/ food processing Unit.
- Applicant should have prior work experience in exporting/ trading of MFP or Herbal or Agri based products or Food Processing sector for at least 3 (three) years or more, having Applicants’ registered office or processing unit or warehouse or wholesale network in India and abroad.

OR

Start-ups related to Herbal or Food Processing or Agriculture sector or Health care and wellness sector who are willing to start their business in Minor Forest Produce based products' export/ trade/ marketing and are recognized by Department for Promotion of Industries and Internal Trade (DPIIT), Government of India or State Government. Such start up applicant shall be required to procure all the requisite licenses before signing the agreement (shall be exempted from clause 2 (b) mentioned above at the time of submitting proposal)

- d) The applicant willing to venture into export business who are currently in the business of processing/ packaging/ marketing of MFP/ Herbal/ Agri based products. Such applicant/s shall be required to procure all the requisite licenses before signing the agreement. (shall be exempted from clause 2 (b) mentioned above at the time of submitting proposal)
- e) The applicant should have INR 5 Lakhs of Average Annual Turnover in the last 3 years (FY 2018-19, 2019-20 and 2020-21) and shall furnish details of the same (As per the format Appendix C),

OR

In case of start-up, the applicant should have INR 1 Lakh of Average Annual Turnover in the last 1 year (FY 2020-21) and shall furnish details of the same (As per the format Appendix C),

Note: In case of Startup registered within last 1 year, the average annual turnover of the promotor/director/ proprietor etc shall be considered.

- f) The applicant should have positive Net worth as on 31st March 2022 and shall furnish details of the same (As per the format Appendix C),

OR

In case of start-up the promoter's certificate/ Individual Net worth as on 31st March 2022 shall be considered.

2.1 Supporting Documents for Eligibility Criteria:

a) Certificate of incorporation and commencement of business or certificate of registration
b) MoA and AoA/ CA certified proof of nature of business
c) PAN CARD and GST Certificate
d) CA certified Average Annual Turnover and Net worth Certificate as per Appendix C

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- | |
|----------------------------------------------------------------------------------------------------------------------------------------------|
| e) Tentative Export licenses such as (any other valid licenses issued by authorized body, not mentioned in this list would also be accepted) |
| 1. IOPEPC (Indian Oilseeds & Produce Export Promotion Council), |
| 2. APEDA (Agricultural and Processed Food Products Export Development Federation), |
| 3. FSSAI, |
| 4. Spices Board. |
| f) Certification of recognition as Start-up by DPIIT or State govt. |

3. TECHNICAL EVALUATION CRITERIA

S. No	Particular	Marks (Max 100)	Marks Obtained
1	Years of work experience in export business	Max 10	
	If years of experience is 3 years to 5 years	5	
	If years of experience is 5 years to 7 years	7	
	If years of experience is 7 years and above	10	
	In case of Start-ups if year of experience is less than 1 year	5	
	In case of Start-ups if years of experience is between 1 to 2 years	7	
	In case of Start-ups if years of experience is 2 years and above	10	
2	Export related certificates	Max 20	
	5 marks for every export related certificate (Max 20 Marks) Export licenses such as (any other valid licenses issued by authorized body, not mentioned in this list would also be accepted) <ol style="list-style-type: none"> 1. IOPEPC (Indian Oilseeds & Produce Export Promotion Council) 2. APEDA (Agricultural and Processed Food Products Export Development Federation) 3. FSSAI 4. Spices Board 5. EXIM 6. Any other certificate required for export 		
	Average annual turnover for last 3 years and 1 year in case of Startups	Max 20	

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4	If average annual turnover for last 3 years is more than 5 lakhs	10	
	If average annual turnover for last 3 years is more than 25 lakhs	14	
	If average annual turnover for last 3 years is more than 50 lakhs	20	
	In case of Start-ups if annual turnover for last 1 year is more than 1 lakhs	10	
	In case of Start-ups if annual turnover for last 1 year is more than 3 lakhs	14	
	In case of Start-ups if annual turnover for last 1 year is more than 5 lakhs	20	
5	Minimum worth of products that the applicant will procure from the Federation in one year (Indicative product list and price as mentioned in Annexure 1) – a. 1 mark for every 5 lakhs of worth of products	Max 20	
6	Presentation a. Company Profile b. Experience of the applicant in export of products c. Experience of applicant in packaging enhancement/ marketing of products d. How the market study will be conducted? e. Methodology for studying market potential of products f. Action plan for packaging enhancement for CG herbals products g. How branding of the products will be done? h. Strategy and volume of sale of products i. Action plan for getting required licenses and certifications Any other input/suggestion by the applicant	Max 30	

4. SUBMISSION OF APPLICATION

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

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

5. EMPANELMENT PROCESS

- a) Proposals of applicants who qualify as per the Minimum Eligibility Criteria as per **Clause 2**, will further be evaluated as per Technical Evaluation Criteria as per **Clause 3**

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- b) An applicant can be empaneled for one or more Regions by applying in single proposal. The applicant will have region wise exclusive rights to export all the products under CG Herbals brand in the region for which it is empaneled.
- c) In the event wherein two applicants have applied for the same region and have obtained same score in Technical Evaluation Criteria as per **Clause 3**, decision will be taken based on the annual average turnover of the last three years of the applicants. The applicant having higher annual average turnover for the last three years shall be empaneled for that region in case of tie in scores obtained by two applicants applying for empanelment for the same region.
- d) Tentative list of products (including product details & current price) under CG herbals brand attached as **Annexure I**
- e) The applicant will provide minimum assured worth of products (Value in INR) that they would procure from the Federation in a year.
- f) Based on the marks obtained in the Technical Evaluation Criteria as per **Clause 3**, the eligible applicant/s will get empaneled region wise for the regions they have applied for exporting MFP based products to, for a period of **5 years**
- g) The Federation will provide incentives to the exporter on annual sales performance as per the targets. The Target will be decided as per the tentative annual commitment of the procurement of finished products labeled as CG herbals as mentioned in the Technical Bid (Appendix b(4)) and the report which the exporter shall submit after 2 months after signing the agreement. The incentives shall be applicable as per the following table:

Table for Incentive Calculation of the exporter

S.No.	Additional discount on the total bill amount (without GST) of all the products procured over and above the committed worth of products by the applicant	Eligibility Criteria**
1	1% (one percent)	Up to ten percent more than the worth of products.
2	2% (two percent)	10 to 20 % more than the worth of products

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3	3% (three percent)	More than 20% more than the worth of products
4	4% (four percent)	Two consecutive years of more than 20% of the worth of products

****Target will be calculated as per the bidder commitment in Technical Bid as per Appendix B (4).**

- h) On completion of every year of the contract, the Federation shall reset the Sales targets and incentives in discussion with the Exporter. Sales Target shall be calculated strictly on basis of exporter's previous billing amount of "Chhattisgarh Herbals" branded products.
- i) All the applicants shall be scored and ranked based upon Technical evaluation Criteria including presentation as per **Clause 3**

6. PERIOD OF EMPANELMENT

The applicant shall be empaneled for a period of 5 (five) years which could be extendable by another 2 (two) years considering past performance, fulfillment of obligations (legal) and the terms & conditions mutually agreed up on between the Federation & Applicant. The decision of Federation shall be final and binding to all the applicants submitting their proposal for this EOI.

7. SCOPE OF SERVICE

- a. The period of empanelment of 5 years will be divided as mentioned below:

S.no	Duration	Details of Activities to be performed
1	2 months from the date of agreement signing (T)	Exporter to Devise Marketing Strategy for promoting sales and region-specific license and packaging requirements
2	T + 4 months (T1)	Compliances required related to certifications, licenses, packing requirement to be done by Federation
3	T1 + 4.5 years (T2)	Export of CG herbals products to the region/s the applicant has been empaneled for

If activities mentioned in S.no 1 and 2 are completed before the stipulated duration mentioned in the above table, then based on mutual agreement the remaining duration may be added to duration mentioned in S. No 3.

- b. The exporter will submit bank guarantee of 3.0% (Three Percent) of minimum assured worth of products to the Federation for one financial year as per details mentioned in **S.no 3 of Appendix B**
- c. **In the initial 2 months starting from the date of signing of agreement between Federation and Applicant, the exporter will perform following activities:**
 - i. Devise marketing strategy for promoting sales of products in the region for which the applicant has been empaneled
 - ii. Documentation in terms of license requirements for export, region and vendor specific packaging requirements etc.
 - iii. Submit report about required actions, action plan and expectations from the Federation
- d. **4 months from T (2 months from the date of agreement signing)** - Exporter shall submit report to the Federation. And Federation shall take necessary steps to implement mutually agreed action points including the region and vendor specific requirements related to certifications, licenses, packing etc. as advised by the Exporter. The exporter shall provide support to the Federation in execution of the agreed action plan.
- e. Federation will provide the finished products to the exporter from its NWFP Marts. Logistics expense incurred in transportation of products from the NWFP Marts to the destination of export shall be borne by the exporter.
- f. The expenses incurred in packaging, obtaining licensing (application fee and legal fee) in the name of Federation related to export products shall be borne by the Federation. However, the exporter shall support the Federation in implementation of the actions advised by the exporter.
- g. The relevant standard certificates (Organic, FSSAI, AYUSH, etc) for all the products will be provided by the Federation.
- h. The exporter shall bear the cost of obtaining licenses and/or any other expense incurred in the name of Exporter required for enabling export of CG Herbals products.
- i. For the certifications required to be taken in the name of Federation, the empaneled exporter shall submit the application and assist in getting the certifications and the Federation shall only bear the cost of licensing fees for such certifications.
- j. The Federation would ensure that at the time of delivery, the products have remaining life of at least 12 months of shelf life except for Cashew Tin Packs for which the shelf life will be maximum of 6 months from the date of delivery.

- k. Upon receiving request for free samples of the required products from the empaneled Exporter(s), the Federation at its discretion, shall decide the quantity of free samples which may be provided to the empaneled Exporter(s).

8. PROCUREMENT PRICE

- a. Federation shall decide the selling price of the products once in a year at which the product/s will be sold to the exporter after incorporating all the costs incurred in packaging, licensing, transportation for CG Herbals products from processing units to NWFP Marts etc (including labor and material). The above-mentioned cost shall also include administrative and branding cost calculated as 10% of the costs incurred in packaging, licensing, transportation for CG Herbals products from processing units to NWFP Marts (including labor and material).

Illustration:

Name of Product (A)	Bulk Sale Price (B)	Costs incurred in Packaging, licensing, transportation etc (including labor and material) (C)	Administrative and Branding cost of 10% (D)	Selling Price of the Product ((E) = B+C+D)
Honey	340	X	$10\% \times X = Y$	$340 + X + Y$

- b. Price of products shall be revised every year by Federation.
- c. Federation will provide the bills to the exporter with valid GST number. The exporter shall be required to furnish GST details to the Federation for proper implementation of GST guidelines in the transactions pertaining to the sale and purchase of Chhattisgarh Herbal's branded products from the Federation.
- d. Exporter will be free to decide its margin above the price of the product fixed by the Federation and shall be free to finalize the selling price of the CG Herbals product/s which the exporter shall be exporting to international markets.
- e. Exporter has to make arrangement for lifting MFP products from NWFP MARTs at their own cost, Federation shall not provide any transport/cost associated with transportation of the products.
- f. All the taxes and statutory charges shall be additional as applicable shall be borne by the Exporter

9. SIGNING OF AGREEMENT

- a. The agreement shall be executed between Federation and empaneled Exporter on Rs. 100 Non-Judicial stamp paper (cost of stamp paper will be borne by the empaneled exporters) for a period of 5 years. The agreement shall be renewed on yearly basis and the exporter shall be responsible for renewal of the agreement.
- b. **Security Deposit** - the empaneled Exporter will have to deposit performance Bank Guarantee amount in the form of security deposit before execution of the agreement. Exporter shall submit 3.0% (Three Percent) of total worth of products (mentioned in Appendix B(4)) as security deposit in the form of demand draft/term deposit receipt in favor of "MD CGMFP Fed Raipur" from any commercial bank Payable at Raipur or Bank Guarantee valid for 12 months in favor of "MD CGMFP Fed Raipur" as per (Appendix D).
- c. The Security Deposit may be adjusted against the balance dues (if any) towards the end of the financial year.
- d. Violation of any Clause(s) of the agreement shall be deemed as violation of Terms and Conditions of EoI. This would result in forfeiture of Security Deposit. Further Exporter may be barred from participating in subsequent empanelment process. Such suspension will be initiated by Federation without assigning any reason whatsoever.
- e. **Renewal of Agreement** – Security deposit will be refunded after the end of one year and fresh Empanelment agreement will be executed as per amended sale price and revised minimum quantity of the MFP based products that the exporter shall procure from the Federation. Exporter shall be required to submit Security Deposit in the form of DD of the amount arrived at as the result of change in sale price and revised minimum quantity of the products that the exporter shall procure from the Federation, before signing of the fresh agreement.
- f. **Draft Agreement is attached herewith as Annexure III.**

10. PROCESS OF DELIVERY

- a. The Exporter shall place order for Quarterly requirement of products in writing to Federation at least 30 days prior to the beginning of that quarter and shall deposit 25% of the total worth of products for that quarter while placing the order.
- b. Federation shall supply/ deliver products to the Exporter, based on the order placed to the Federation, within One (1) month from the date when the order was placed for their Quarterly requirement of the Products. The Exporter shall check the products while taking the delivery

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from the NWFP Mart. No complaints from the Operator shall be entertained in this regard at later stages.

- c. If the order value for any quarter is more than 25% of the yearly order value, then the delivery of the products will be done within the duration as decided mutually between Federation and Exporter.
- d. The exporter shall also provide quarterly offtake schedule of the yearly product requirements to the Federation.
- e. The empaneled Exporters will be communicated by the way of e-mail about the location for taking delivery, details of the product, contact details of the authorized person at NWFP Mart form where the product has to be lifted by the Exporter.
- f. It will be mandatory for the empaneled Exporter/s to provide details of authorized person (Name, ID card number, contact etc.) who would be taking the delivery on behalf of the

Rank	Name of the empaneled buyer	Name of the region	Products
Round 1			
1	(ABC) Empaneled in round 1	Canada	Honey (5000 kg)
Round 2			
2	(DEF) Empaneled in round 2	South America	Honey (7000 kg)
3	(XYZ) Empaneled in round 2	Saudi Arabia	Honey (2000 kg)

empaneled Exporter

- g. In case multiple Exporters (for separate regions) are interested in the procurement of the same MFP based product/s and the available quantity is limited, in such case the priority to provide such MFP based product/s to the empaneled exporters shall be decided by the Federation based on the rank assigned to each empaneled exporter after technical evaluation of their proposals, which shall also be uploaded on the website of the Federation. However, it will succeed the empaneled buyers ranked in the priority order list from the previous rounds of empanelment. **For example:** as per the table below, if multiple exporters are interested to procure Honey from the Federation, priority will be given to ABC first, then DEF followed by XYZ till the available quantity lasts.
- h. In addition to the Security Deposit as mentioned in clause 9 (b) above, the Exporter has to make payment of 25% of the total worth of products to the Federation for the requested order

(for any particular quarter) at the time of placing order for the products. (Ex: Suppose total order for one financial year is 1200 Quintals, quarterly delivery will be of 300 Quintals. The Exporter has to make the payment of 25% of total worth of 300 Quintals while placing order to the Federation).

- i. Once the final product has been lifted from the NWFP Mart it will be the sole responsibility of the Exporter to ensure proper storage and handling of the products and federation will not be responsible for any deterioration in the product quality once the product moves out of the NWFP Mart.

11. DELIVERY OF PRODUCTS

- a. The Exporter shall make payment of 25% of total worth of the requested order for any particular quarter by the way of electronic funds transfer to the Federation while placing the order for the products to the Federation.
- b. The Exporter shall pay remaining 75% of total worth of requested order for any particular quarter by the way of electronic funds transfer to the Federation before taking delivery of the products.
- c. Empaneled Exporter shall be liable to pay any taxes including GST if any payable. Exporter shall pay, cost of packaging (if any applicable), transportation charges, transit insurance, and loading charges and other incidental expenses incurred for taking delivery at designated NWFP Mart.
- d. Any loss of finished products occurring during the transportation /in transit shall be solely Exporter's responsibility.

12. PENATY CLAUSE

The Federation reserves the right to impose penalty under following circumstances:
Exporter not achieving committed annual billing target

- i. First instance in each financial year shall invite a penalty of 2% (Two Percent) of the shortfall in procurement of CG herbals brand products as promised in technical bid.
- ii. Second instance in each financial year shall invite a penalty of 5% (Five Percent) of the shortfall in procurement of CG herbals brand products as promised in technical bid.

13. LEGAL OBLIGATIONS OF THE PARTIES

- a. In no event will Federation's liability exceed the total amount paid by Exporter to Federation for the total of all the shipments for any cause of action or future claim.

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- b. Exporter will acknowledge and agree that Federation is not liable for any special, indirect, consequential, or punitive damages, including but not limited to lost profits and/ or loss of business, arising out of or relating to the agreement in any way.
- c. The Federation will not be responsible for any delay in providing the finished products to the Exporter due to any unforeseen reasons for which the Federation will notify the Exporter within 15 days prior to the date of delivery.
- d. The finished products cannot be sold with different brands as preferred by the Exporter and the Federation will not be responsible for any legal claims afterwards i.e. once the final product moves out of the NWFP Marts, the federation will not be liable for any claims related to legal, quality parameters of the product.
- e. Federation shall not be liable for any claims, disputes for the quality of products.
Federation will not be responsible for any license or certificate required for export of the finished good once it gets dispatched from the NWFP Mart.
- f. Exporter shall ensure that there are no expired and damaged products in the international consignments. Entire responsibility of the expired and physically damaged goods in market shall remain with the Exporter. All civil and criminal liabilities in relation to selling expired products would solely belong to the Exporter and the Federation would not be responsible for the sale of expired goods.

Appendix A

Covering Letter

(On the Letterhead of the Applicant)

To

Date:

The Managing Director (M.D.)

CG State Minor Forest Produce Co-operative Federation Limited
Van Dhan Bhawan Sec-24,
Nava Raipur Atal Nagar, Chhattisgarh

Subject: Empanelment of exporters to promote sales of Minor Forest Produce (MFP) based products under Chhattisgarh Herbals brand in International Markets

Dear Sir,

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

It is hereby agreed confirmed -

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

Yours faithfully,

For and on behalf of (Name of Applicant)
Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)
Seal of the Applicant

Appendix B

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

1.

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

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

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

Note:

Notarised copies of following documents shall be enclosed:

- i. PAN CARD
- ii. Certificate of incorporation and commencement of business OR certificate of registration
- iii. Certificate of Recognition from DPIIT in case of Start-up
- iv. Relevant licenses and certificates for execution of export of MFP based products.

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3. Worth of products that will be procured from the Federation

S. No	MFP based Product from Annexure I	Quantity which the Applicant wishes to procure in one financial year	Worth of Products (Quantity X Price as mentioned in Annexure 1)
1			
2			
.			
.			

4. List of countries/countries for which the applicant wishes to have exclusive rights for export of all the products of CG herbals brand products (List provided in Annexure II)

S. No	List of continents	Countries in respective continent	Worth of Products that will be sold
1	Continent 1	Country 1	
2		Country 2	
3	Continent 2	Country 1	
.			

5. Experience of the Applicant:

1	Experience of exporting MFP/ Herbal/ Agro based Products OR Certificate of Recognition from DPIIT in case of Start-up	(Name of products and brief description about nature of work including relevant experience certificates, certificate, or license to ensure presence of warehouse, processing unit, retail store etc) OR In case of start-up, certificate of recognition from DPIIT shall be submitted.
2	Experience of working on E-commerce platform for export of MFP/ Herbal/ Agro based Products	(Name of Products, E-commerce platform and their details including relevant registration certificates)
3	Any Certifications & Licenses	Shall submit a copy of the same
4	Forward Market Linkages/ Retail Network	The applicant may also provide details of expected orders of MFP based products in International Markets, supporting documents to ensure existence of retail network may be provided.

Appendix C

Financial Capacity

(on the letterhead of CA/ statutory auditor)

Name of Applicant Firm

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

Particulars	Turnover 2018-19 (Rs. In Lakhs)	Turnover 2019-20 (Rs. In Lakhs)	Turnover 2020-21 (Rs. In Lakhs)	Average Turnover in last 3 years (Rs. In Lakhs.)	Average Net worth (Rs. In Lakhs)
Average Annual Turnover and Net worth (the "Financial Capacity") in the last 3 financial years of the Applicant firm as per certificate of CA / Statutory Auditor					

Signature of the Authorized Signatory

Certificate of the Chartered Accountants/Statutory Auditors

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

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Signature and Seal of
Chartered Accountants/Statutory Auditors

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

Appendix D

DRAFT FOR BANK GUARANTEE

(To be issued by a Bank _____)

This Deed of Guarantee executed at _____ by _____

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

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

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

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

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

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

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

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

Authorised Signatory _____ Bank

Annexure I:

List of MFP based products and bulk sale price for which the applicant wishes to get empaneled

Bulk Sale Price of Food/ Grocery Products for EOI Sale as per 8 (a) of RFP Document

S.No.	Product Name	Raw Material	Use	Name of Van Dhan Kendra	Price per unit kg/litre (in Rs.)
1	2	3	4	5	6
1	Honey	Honey	As food and medicinal product	Kananpendari, Bilaspur, Bodla, Kawardha, Bhanupratappur, Jashpur	340
2	Cashew Nut	Cashew Fruit	As food product	Bakawand, Jagdalpur	Enclosed List
3	Tamarind Bricks	Tamarind	As food product	Ghotia, Jagdalpur and Kondagaon.	140 (2 Packs)
4	Tamarind Candy	Tamarind	As food product	Asna, Jagdalpur	140
5	Tamarind chutney	Tamarind	As food product	Dhuragaon, Jagdalpur	515
6	Bel Juice	Raw Bel Fruit	As food product	Baronda, Balodabazar	120
7	Jamun Juice	Raw Jamun Fruit	As food product	Baronda, Balodabazar	125
8	Mahua Laddu	Mahua Flower	As food product	Kaurinbatha, Rajnadgaon, Dantewada, Kanker	200

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9	Mahua R.T.S.	Mahua Flower	As food product	Kaurinbatha, Rajnadaon,	90
10	Chironji Seeds	Chironji Kernels	As food product	Korba and Asna, Jagdalpur	1044
11	Tikhur Powder	Tikhurkand	As food product	Dugli, Dhamtari and Narayanpur	650

List of Herbal Products for EOI Sale

S.No	Product Name	Raw Material	Use	Name of Van Dhan Kendra	Price per unit kg/litre (in Rs.)
1	2	3	4	5	6
12	Mahavishgarbh Oil	Charota, Satavar, Vidarikand, other 16 types of forest produce and 53 other types of medicinal plants	As a medicine, as a pain reliever (Vaatec)	Keshodar, Gariyaband	1250
13	Jyotishmati oil	Malkangani, Apamarga	As a medicine, as a medicine for Vitiligo (Shivatra) disease	Narayanpur	1100
14	Somaraji oil	Karanjbeej, Charota, Amaltash leaves	As a medicine in white spots, leprosy, freckles, itching	Narayanpur	720

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			and other skin diseases		
15	GiloyChurna	Giloy	As a medicine to increase immunity	Kurandi, Jagdalpur	130
16	Harra churna	Harra	As a medicine for stomach ache, cough etc.	Kurandi, Jagdalpur	135
17	Kalmeghchurna	Kalmeghpanchang	As a medicine for diseases like diabetes and fever etc.	Kurandi, Jagdalpur	115
18	Triphalachurna	Harra, Bahera, Amla	As medicine for stomach disease	Donganala, Katghora	108
19	MadhumehNashakChurna	Jamun kernels, Bael leaves, Neem leaves, Harra, Bahera, Amla	As medicine for diabetes,	Donganala, Katghora	200
20	Sardikhasinashakchurna	Harra	As medicine for cold/ cough	Donganala, Katghora	525
21	Bilvadichurna	Bael, Dhawai, Harra	As medicine	Donganala, Katghora	340
22	Safed muslichurna	White musli	As medicine for increasing	Kewchi, Marwahi	1430

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			immunity and power booster			
23	Chawanprash	Amla, Honey, Cashew, Satavar, White musli, Bahera, Nagarmotha, Vidarikand, Giloy and 10 other type wild medicinal plants	As medicine for increase immunity	Panchakki, Jashpur	235	
24	Vasavaleh	Honey, Adusa	As medicine for cold	Panchakki, Jashpur	312	
25	Arshoharvati	Harra, Neem fruit	As medicine for the prevention of hemorrhoids	Narayapur	Quantity (in Pcs)	Price (in Rs.)
					100	62
26	Lakshaguggulu	Lakh	As medicine for bone fractures and other orthopedics ailments	Narayapur	100	110
27	Ajmodadichurna	Harra, Buybidding	As medicine to reduce swelling	Donganala, Katghora	250	

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S.No	Product Name	Raw Material	Use	Name of Van Dhan Kendra	Price per unit kg/litre (in Rs.)	
1	2	3	4	5	6	
28	Flower broom	Hillbroom grass	For cleaning	Narayanpur	Weight (in gm)	Price (Per pcs in
28.1	Flower broom pipe				300	38
28.2	Flower broom pipe (premium)				300	48
28.3	Flower broom can				300	33
28.4	Flower broom can (premium)				300	40
29	Fork broom/Kantalhau	Grass	For cleaning	Raigarh	100	25
30	MahulPattaal	Mahul leaves	Disposal plate- Eco friendly	Dharmjaygarh, Surguja, Gariyaband, Balodabazar, Dhamtari, Surajpur, Koriya and Kawardha	Quantity (in Pcs)	Price (in Rs.)
30.1	MahulPattaal – 12 inch				25	58
30.2	MahulPattaal – 14 inch				25	60
31	Mahuldona	Mahul leaves	Disposal plate- Eco friendly	Dharmjaygarh, Surguja, Gariyaband, Balodabazar, Dhamtari, Surajpur,	Quantity (in Pcs)	Price (in Rs.)
31.1	Mahuldona – 5 inch				25	15
31.2	Mahuldona – 8 inch				25	26
32	Madhukam sanitizer	Mahul flower	Hygiene	Panchakki, Jashpur	5 Ltr loose	1420
33	Neem oil	Neem seeds	Pesticide, Antifungal	Dhuragaon, Jagdalpur	375	
34	Mahua oil	Mahua seed	For Food, Cosmetic	Dhuragaon, Jagdalpur	115	

Cashew Fixed Rate		
S.No.	Grade	Contract Manufacturing Price per kg (in Rs.)
1	160	1150.00
2	180	1080.00
3	190	1010.00
4	210	780.00
5	AM	650.00
6	SJH	625.00
7	FJH	605.00
8	KK	575.00
9	PCS	530.00
10	DW	495.00
11	PG	450.00
12	PG DAGI	385.00
13	KANKI	355.00

Annexure II:

List of Continents and their respective countries

Africa	Asia	Europe	North America	Oceania and Australia	South America
Algeria	Afghanistan	Albania	Antigua and Barbuda	Fiji	Argentina
Angola	Armenia	Andorra	Bahamas	Kiribati	Bolivia
Benin	Azerbaijan		Barbados	Marshall Islands	Brazil
Botswana	Bahrain	Austria	Belize	Micronesia	Chile
Burkina Faso	Bangladesh	Belarus	Canada	Nauru	Colombia
Burundi	Bhutan	Belgium	Costa Rica	New Zealand	Ecuador
Cabo Verde/ Cape Verde	Brunei	Bosnia and Herzegovina	Cuba	Palau	Guyana
Cameroon	Cambodia	Bulgaria	Dominica	Papua New Guinea	Paraguay
Central African Republic	China	Croatia	Dominican Republic	Samoa	Peru
Chad	Georgia	Cyprus	El Salvador	Solomon Islands	Suriname
Comoros	Hong Kong	Czech Republic	Grenada	Tonga	Uruguay
Congo	Indonesia	Denmark	Guatemala	Tuvalu	Venezuela
Djibouti	Iran	Estonia	Haiti	Vanuatu	
Egypt	Iraq	Finland	Honduras		
Equatorial Guinea	Israel	France	Jamaica		
Eritrea	Jordan	Germany	Mexico		
Eswatini (formerly Swaziland)	Kazakhstan	Greece	Nicaragua		
Ethiopia	Kuwait	Hungary	Panama		
Gabon	Kyrgyzstan	Iceland	Saint Kitts and Nevis		
Gambia, The	Laos	Ireland	Saint Lucia		
Ghana	Lebanon	Italy	Saint Vincent and the Grenadines		
Guinea	Macau	Latvia	Trinidad and Tobago		
Guinea-Bissau	Malaysia	Liechtenstein			
Ivory Coast	Maldives	Lithuania			
Kenya	Mongolia	Luxembourg			
Lesotho	Myanmar (formerly Burma)	Malta			

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Liberia	Nepal	Moldova			
Libya	North Korea	Monaco			
Madagascar	Oman	Montenegro			
Malawi	Pakistan	Netherlands			
Mali	Palestine	North Macedonia			
Mauritania	Qatar	Norway			
Mauritius	Saudi Arabia	Poland			
Morocco	South Korea	Portugal			
Mozambique	Sri Lanka	Romania			
Namibia	Syria	Russia			
Niger	Taiwan	San Marino			
Nigeria	Tajikistan	Serbia			
Rwanda	Thailand	Slovakia			
Sao Tome and Principe	Timor-Leste/East Timor	Slovenia			
Senegal	Turkmenistan	Spain			
Seychelles	Uzbekistan	Sweden			
Sierra Leone	Yemen	Switzerland			
Somalia		Turkey			
South Africa		Ukraine			
South Sudan		Vatican City			
Sudan					
Tanzania					
Togo					
Tunisia					
Uganda					
Zambia					
Zimbabwe					

Annexure III:

DRAFT EMPANELMENT AGREEMENT

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

And

M/s_____, a company incorporated under Companies Act 1956 (now Companies Act 2013), acting through its Director, herein after referred as “**Exporter**”, which expression shall include its assigns and successors.

Whereas Exporter has been appointed for providing services and activities, as mentioned in Scope of Work and Terms of Reference of the Expression of Interest and submitted by the Exporter.

Whereas Federation vide its Expression of Interest (“EOI”) Notification No..... dated <date>. invited proposal for empanelment of exporters to promote sales of Minor forest produce (MFP) based products under “Chhattisgarh Herbals” brand in International Markets.

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

Whereas the Federation on acceptance of the aforesaid proposal of the Exporter, issued its Letter of Acceptance (“LOA”) dated.....

Whereas Federation appointed Exporter to implement and manage the entire export network for herbal products under Chhattisgarh Herbals brand effectively in the regions for which the Exporter is empaneled, the service firm is expected to be handling the transport and export of the “Chhattisgarh Herbals” products & carry out the said assignment effective fromand up toon specific scope of work and hence there after this agreement is being prepared and executed.

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

This agreement witness as follows:

1. SCOPE OF WORK:

1.1. The empanelment of the Exporter presently being done for the region/s, where the exporter has exclusive rights to sell all the products under Chhattisgarh Herbals brand:

S. No	Countries / continents

1.2 The exporter will procureINR worth of products from the Federation for the first year commencing from <agreement signing date>

1.3 The exporter has deposited INR.....sum of amount as Security deposit which is 3.0% of the total worth of products i.e. INR..... as stated above.

1.4 The period of empanelment of 5 years will be divided as mentioned below:

S.no	Duration	Details of Activities to be performed
1	2 months from the date of agreement signing (T)	Exporter to Devise Marketing Strategy for promoting sales and region specific license and packaging requirements
2	T + 4 months (T1)	Compliances required related to certifications, licenses, packing requirement to be done by Federation
3	T1 + 4.5 years (T2)	Export of CG herbals products to the region/s the exporter has been empaneled for

If activities mentioned in S.no 1 and 2 are completed before the stipulated duration mentioned in the above table, then based on mutual agreement the remaining duration may be added to duration mentioned in S. No 3.

1.4.1 In the initial 2 months starting from the date of signing of agreement between Federation and Exporter, the exporter will perform following activities:

- i. Devise marketing strategy for promoting sales of products in the region for which the exporter has been empaneled

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- ii. Documentation in terms of license requirements for export, region and vendor specific packaging requirements etc.
 - iii. Submit report about required actions, action plan and expectations from the Federation
- 1.4.2 4 months from T (2 months from the date of agreement signing) - Exporter shall submit report to the Federation. And Federation shall take necessary steps to implement mutually agreed action points including the region and vendor specific requirements related to certifications, licenses, packing etc. as advised by the Exporter. The exporter shall provide support to the Federation in execution of the agreed action plan.
- 1.5 Federation will provide the finished products to the exporter from its NWFP Marts. Logistics expense incurred in transportation of products from the NWFP Marts to the destination of export shall be borne by the exporter.
- 1.6 The expenses incurred in packaging, obtaining licensing (application fee and legal fee) in the name of Federation related to products which are being exported shall be borne by the Federation. However, the exporter shall support the Federation in implementation of the actions advised by the exporter.
- 1.7 The relevant standard certificates (Organic, FSSAI, AYUSH, etc) for all the products will be provided by the Federation.
- 1.8 The exporter shall bear the cost of obtaining licenses and/or any other expense incurred in the name of Exporter required for enabling export of CG Herbals products.
- 1.9 The exporter shall submit the application for any certification required on behalf of the Federation and assist in getting the certification whenever required. The Federation shall only bear the cost of licensing fees for those kinds of certificates.
- 1.10 Federation shall decide the price of the products once in a year at which the product/s will be sold to the exporter after incorporating all the costs incurred in packaging, licensing, transportation for CG Herbals products from processing units to NWFP Mart. The Federation will also add administrative cost as 10% of the costs incurred in packaging, branding, licensing, transportation for CG Herbals products from processing units to NWFP Mart in the price of products at which the product/s will be sold to the Exporter.
- 1.11 Price of products shall be revised every year by the Federation.
- 1.12 Federation will provide the bills (tax invoice) to the exporter with valid GST number. The exporter shall be required to furnish GST details to the Federation for proper implementation of GST guidelines in the transactions pertaining to the sale and purchase of Chhattisgarh Herbal's branded products from the Federation.
- 1.13 Exporter will be free to decide its margin above the price of the product fixed by the Federation and shall be free to finalize the selling price of the CG Herbals product/s which the exporter shall be exporting to international markets.
- 1.14 Exporter shall make arrangement for lifting MFP products from various NWFP Marts of federation at their own cost, Federation shall not provide any transport/cost associated with transportation of the products.

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- 1.15 All the taxes and statutory charges shall be additional as applicable shall be borne by the Exporter
- 1.16 The Federation will provide incentives to the exporter on annual sales performance as per the targets. The Target will be as per the annual commitment of the procurement of finished products labeled as CG herbals. The incentives shall be applicable as per the following table:

S.No	Additional discount on the total bill amount (without GST) of all the products procured over and above the sales target	Eligibility Criteria
1	1% (one percent)	Up to ten percent more than the worth of products as per clause 1(ii).
2	2% (two percent)	10 to 20 % more than the worth of products as per clause 1(ii).
3	3% (three percent)	More than 20% more than the worth of products as per clause 1 (ii).
4	4% (four percent)	Two consecutive years of more than 20% of the worth of products as per clause 1(ii).

Table 1 Incentive Calculation of the exporter

- 1.17 On completion of every year of the contract, the Federation shall reset the Sales targets and incentives in discussion with the Exporter. Sales Target shall be calculated strictly on basis of exporter's previous billing amount of "Chhattisgarh Herbals" branded products.
- 1.18 Violation of any Clause(s) of this agreement shall be deemed as violation of Terms and Conditions of empanelment and this would result in forfeiture of Security Deposit. Further Exporter may be barred from participating in subsequent empanelment process. Such suspension will be initiated by Federation without assigning any reason whatsoever.
- 1.19 **Renewal of Agreement** – Security deposit will be refunded after the end of one year and fresh Empanelment agreement will be executed as per amended sale price and revised minimum quantity of the MFP based products that the exporter shall procure from the Federation. Exporter shall be required to submit Security Deposit in the form of DD of the amount arrived at as the result of change in sale price and revised minimum quantity of the products that the exporter shall procure from the Federation, before signing of the fresh agreement. Exporter shall be responsible for signing of fresh agreement and the cost incurred in the same shall be borne by the exporter

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j. The Exporter shall place order for Quarterly requirement of products in writing to Federation at least 30 days prior to the beginning of that quarter and shall deposit 25% of the total worth of products while placing the order.

1.20 Federation shall supply/ deliver products to the Exporter, based on the order placed to the Federation, within One (1) month from the date when the order was placed for their Quarterly requirement of the Products. The Exporter shall check the products while taking the delivery from the NWFP Mart. No complaints from the Operator shall be entertained in this regard at later stages.

1.21 If the order value for any quarter is more than 25% of the yearly order value, then the delivery of the products will be done within the duration as decided mutually between Federation and Exporter.

1.22 The exporter shall also provide quarterly offtake schedule of the yearly requirements of the product/s.

1.23 The empaneled Exporters will be communicated by the way of e-mail about the location of NWFP Mart, details of the product, contact details of the authorized person at the NWFP Mart from where the product has to be lifted by the Exporter.

1.24 It will be mandatory for the empaneled Exporter/s to provide details of authorized person (Name, ID card number, contact etc.) who would be taking the delivery on behalf of the empaneled Exporter

1.25 In case multiple Exporters (for separate regions) are interested in the procurement of the same MFP based product/s and the available quantity is limited, in such case the priority to provide such MFP based product/s to the empaneled exporters shall be decided by the Federation based on the rank assigned to each empaneled exporter after technical evaluation of their proposals, which shall also be uploaded on the website of the Federation. However, it will succeed the empaneled buyers ranked in the priority order list from the previous rounds of empanelment. **For example:** as per the table below, if multiple exporters are interested to procure Honey from the Federation, priority will be given to ABC first, then DEF followed by XYZ till the available quantity lasts.

Rank of Priority	Name of the empaneled buyer	Name of the region/ country for which the exporter is empaneled	Products for which the exporters are interested to procure
Round 1			
1	Exporter 1 (ABC) Empaneled in round 1 of the Eol	Canada	Honey (5000 kg)
Round 2			
2	Exporter 1 (DEF) Empaneled in round 2 of the Eol	South America	Honey (7000 kg)

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3	Exporter 2 (XYZ) Empaneled in round 2 of the Eol	Saudi Arabia	Honey (2000 kg)
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Table 2 Illustration of priority list of empaneled exporters

- 1.26 In addition to the Security Deposit as mentioned in clause 9 (b) above, the Exporter has to make payment of 25% of the total worth of products to the Federation for the requested order (for any particular quarter) at the time of placing order for the products. (Ex: Suppose total order for one financial year is 1200 Quintals, quarterly delivery will be of 300 Quintals. The Exporter has to make the payment of 25% of total worth of 300 Quintals while placing order to the Federation).
- 1.27 Once the final product has been lifted from the NWFP Mart it will be sole responsibility of the Exporter to ensure proper storage and handling of the products and federation will not be responsible for any deterioration in the product quality once the product moves out of the NWFP Mart
- 1.28 The Exporter shall make payment of 25% of total worth of the requested order for any particular quarter by the way of electronic funds transfer to the Federation while placing the order for the products to the Federation.
- 1.29 The Exporter shall pay remaining 75% of total worth of requested order for any particular quarter by the way of electronic funds transfer to the Federation before taking delivery of the products.
- 1.30 Empaneled Exporter shall be liable to pay any taxes including GST if any payable. Exporter shall pay, cost of packaging (if any applicable), transportation charges, transit insurance, and loading charges and other incidental expenses incurred for taking delivery at NWFP Mart.
- 1.31 Any loss of finished products occurring during the transportation /in transit shall be solely Exporter's responsibility.
- 1.32 Exporter shall ensure sales of only genuine "Chhattisgarh Herbals" products in international markets
- 1.33 Exporter will be free to use different platforms like e-commerce for sales and promotional activities.
- 1.34 Exporter shall ensure that there are no expired and damaged products in the international consignments. Entire responsibility of the expired and physically damaged goods in market shall remain with the Exporter. All civil and criminal liabilities in relation to selling expired products would solely belong to the Exporter and the Federation would not be responsible for the sale of expired goods.
- 1.35 Exporter shall take appropriate insurance cover in respect of the stocks held by them against risk of fire, riot, strike, malicious damage, explosion, burglary and house breaking.
- 1.36 In case of any pending order due to the non-availability of the product(s), if any, shall automatically be executed by the Federation on the availability of fresh stocks unless the Federation receives in writing from the Exporter at least 3 (three) days prior to such execution, the cancellation of pending order.
- 1.37 Federation shall not be liable for any loss caused to the Exporter on account of non-execution or delay in the execution of the market orders.

- 1.38 The Exporter shall bear all bank charges incurred for making payments to the Federation.
- 1.39 The Exporter shall not have any authority to negotiate and/or enter into any contracts for and on behalf of the Federation, nor shall they have any authority to give any guarantees or warranty on behalf of the Federation.
- 1.40 The Exporter is expected to estimate through its own resources, the extent of additional cost that he may incur, on account of replacing damaged and expired stocks in the market. The Exporter shall be responsible for disposing such expiry and damaged products on his own. The Federation shall not provide any replacements and/ or financial support on the account of damaged and expired products.

2. SUPPORT PROVIDED BY FEDERATION

- 2.1 The Federation would ensure that at the time of delivery, the products have remaining life of at least 12 months of shelf life. In case of Cashew Tin Packs, the shelf life will be maximum of 6 months from the date of delivery.
- 2.2 Federation shall take necessary steps to implement mutually agreed action points including the region and vendor specific requirements related to certifications, licenses, packing etc. as advised by the Exporter.
- 2.3 The Federation at its discretion, shall decide the quantity if free samples which could be given to the empaneled exporters.

3. LEGAL OBLIGATIONS OF THE PARTIES

- 3.1 In no event will Federation's liability exceed the total amount paid by Exporter to Federation for the total of all the shipments for any cause of action or future claim.
- 3.2 Exporter will acknowledge and agree that Federation is not liable for any special, indirect, consequential, or punitive damages, including but not limited to lost profits and/ or loss of business, arising out of or relating to the agreement in any way.
- 3.3 The Federation will not be responsible for any delay in providing the finished products to the Exporter due to any unforeseen reasons for which the Federation will notify the Exporter within 15 days prior to the date of delivery.
- 3.4 The finished products cannot be sold with different brands as preferred by the Exporter and the Federation will not be responsible for any legal claims once the final product moves out of the NWFP Marts. The federation will not be liable for any claims related to legal, quality parameters of the product.
- 3.5 Federation shall not be liable for any claims, disputes for the quality of products once lifted from the NWFP Marts.
- 3.6 Federation will not be responsible for any license or certificate required for export of the finished good once it gets lifted from the NWFP Mart.

4. PERIOD OF CONTRACT:

The exporter shall be empaneled for a period of 5 (five) years which could be extendable by another 2 (two) years considering past performance, fulfillment of obligations (legal) and the terms & conditions mutually agreed up on between the Federation & Exporter. The decision of Federation shall be final and binding to all the exporters submitting their proposal for this EOI.

5. CONFIDENTIALITY:

- 5.1 As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or there-after enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Exporter in rendering the services hereunder are the Confidential Information of the Exporter.
- 5.2 The Exporter shall keep confidential, any information related to this agreement, with the same degree of care as it would treat its own confidential information. The Exporter shall note that the confidential information will be used only for the purposes of this agreement and shall not be disclosed to any third party for any reason what-so-ever.
- 5.3 At all-time of the performance of the services, the Exporter shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Exporter should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this agreement and such rules, policies, standards, guidelines and procedures by its employees or agents.
- 5.4 The Exporter should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- 5.5 The obligations of confidentiality under this section shall survive for five (5) years post rejection of the contract.
- 5.6 The Exporter must maintain absolute confidentiality of the documents/ Materials/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- 5.7 The Exporter should not use the materials for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.

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- 5.8 If at any stage it is found that The Exporter is using the materials provided by the client any time during the contract execution for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.

6. EXTENDING THE SCOPE OF WORK FOR OTHER COUNTRIES/ CONTINENTS

The Federation reserves the right to appoint another Exporter for the territory other than the countries/ continents for which the exporter is empaneled. However, the appointed Exporter may be invited by the Federation to extend his scope of work to other countries/ continents with the pre-condition of other terms and conditions being same with the same discount rate as per approved bid and with additional annual sales target & funds to be invested in the stocks for additional regions. However, such extension will be limited to the duration of the project as per Clause 4. In case the Exporter does not accept the invitation for other countries/ continents, necessary process would be carried out by the Federation for the appointment of another Exporter.

7. BANK GURANTEEE

The exporter will submit bank guarantee of 3.0% of minimum assured worth of products to the Federation for one financial year.

8. PAYMENT TERMS

- 8.1 The Exporter shall make payment of 25% of total worth of products for the requested order by the way of electronic funds transfer to the Federation while placing the order for the products under Chhattisgarh Herbal's brand and remaining 75% of the total worth products before taking the delivery of the products.
- 8.2 Empaneled Exporter shall be liable to pay any taxes including GST if any payable. Exporter shall pay, cost of packaging (if any applicable), transportation charges, transit insurance, and loading charges and other incidental expenses incurred for taking delivery at NWFP Mart
- 8.3 Any loss of finished products occurring during the transportation /in transit shall be solely Exporter's responsibility.

9. PENALTY CLAUSE

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

9.1.1 Exporter not achieving its committed annual billing target

- i. First instance in each financial year shall invite a penalty of 2% (Two Percent) of the shortfall in procurement of CG herbals brand products as promised in technical bid.
- ii. Second instance in each financial year shall invite a penalty of 5% (Five Percent) of the shortfall in procurement of CG herbals brand products as promised in technical bid.

10. TERMINATION CLAUSE

10.1 Right to Terminate the Process

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- 10.1.1 Federation reserves the right to cancel the contract placed on the Exporter and recover expenditure incurred by federation under the following circumstances:
- a. If the Exporter commits a breach of any of the terms and conditions of the agreement.
 - b. If the selected bidder does not procure 50% of worth of products in the 1st year of operations.
 - c. Third instance of the Exporter not achieving the annual sales Target in a financial year as committed in Technical Bid.
 - d. The Bidder goes into liquidation, voluntarily or otherwise.
 - e. If the Exporter fails to achieve procurement of 70% (Seventy Percent) of the worth of products commitment as per the technical bid, for two consecutive financial years.
 - f. If deductions on account of liquidated damages/Penalty exceeds more than 10% (Ten Percent) of the total investment proposed in technical bid, over the period of 5 years of empanelment.
- 10.1.2 Federation reserves the right to recover any dues payable by the Exporter from any amount outstanding to the credit of the Exporter, including the pending bills and/or invoking the bank guarantee under this contract.
- 10.1.3 Federation reserves the right to terminate the contract, if the Exporter is found selling/supplying counterfeit products under “**Chhattisgarh Herbals**” brand in market.
- 10.1.4 Federation reserves the right to terminate the contract, if the Exporter is found selling/supplying repackaged and/or rebranded “**Chhattisgarh Herbals**” branded products in market.
- 10.1.5 Federation reserves the right to terminate the contracts, if the Exporter enters into a Joint Venture with a third party, for the work and responsibilities defined as such in the document.

11. CONSEQUENCES OF TERMINATION

- 11.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Federation shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Exporter shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Exporter to take over the obligations of the erstwhile Exporter in relation to the execution/continued execution of the scope of the Contract.
- 11.2 The Federation shall forfeit the performance security in consequence to termination of contract for any valid reasons mentioned herein.
- 11.3 Nothing herein shall restrict the right of Federation to invoke the Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Federation under law or otherwise.

11.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

12. DISPUTE RESOLUTION MECHANISM

12.1 The Exporter and the Federation shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

12.1.1 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

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

12.1.3 In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

12.1.4 Both the Party may choose their respective arbitrator or if agreed may choose to go with a single Arbitrator.

12.1.5 The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this document.

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

13. FORCE MAJEURE

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

13.1.1 Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics.

13.1.2 Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines, embargos and terrorist attack, public unrest in work area.

13.1.2 The Exporter or Federation shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

13.1.3 Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

14. LIMITATION OF LIABILITY

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

15. RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT

15.1 The Federation reserve the right to inspect and monitor/assess the progress/performance at any time during the course of the Contract, after providing due notice to the Exporter. The Federation may demand, and upon such demand being made, the Exporter shall provide with any document, data, material or any other information required to assess the progress of the project.

15.2 The Federation shall also have the right to conduct, on giving a prior notice of at least thirty (30) days, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Exporter of its obligations/functions in accordance with the standards committed to or required by the Federation and the Exporter undertakes to cooperate with and provide to the Federation/any other IT Services firms/Agency appointed by the Federation, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Exporter failing which the Federation may, without prejudice to any other rights that it may have, issue a notice of default.

15.3 The Federation representative shall interface with the Exporter to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

15.4 Federation shall ensure that timely approval is provided to the Selected agency, where deemed necessary, which should include diagram/plans and all specifications related to services required to be provided as part of the Scope of Work.

16. INFORMATION SECURITY

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

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

17. INDEMNITY

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

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

18. LIQUIDATED DAMAGES

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

18.2 In case it leads to termination, Federation shall give thirty days (30) notice to the Exporter of its intention to terminate the contract and shall so terminate the contract unless during the thirty days (30) notice period, the Exporter initiates remedial action acceptable to the Federation.

18.3 The Federation may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Exporter in its hands (which includes the Federation right to claim such amount against Exporter Bank Guarantee) or which may become due to the Selected Exporter. Any such recovery or liquidated damages shall not in any way relieve the Exporter from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

19. CONTINUANCE OF THE CONTRACT:

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

20. CONFLICT OF INTEREST:

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

21. SEVERANCE:

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

22. GOVERNING LANGUAGE:

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

23. "NO CLAIM" CERTIFICATE

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

24. PUBLICITY

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

25. INTELLECTUAL PROPERTY RIGHTS (IPR)

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

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

26. GENERAL

i. Relationship between the Parties

a) Nothing in the Contract constitutes any fiduciary relationship between the Federation and Exporter Team or any relationship of employer employee, principal and agent, or partnership, between the Federation and Exporter.

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- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- c) Federation will not be under any obligation to the implementation of the work of the Exporter's Team except as agreed under the terms of the Contract.
- ii. **No Assignment:** The Exporter shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of Federation.
- iii. **Survival:** The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Federation notifies the Exporter of its release from those obligations.
- iv. **Entire Contract:** The terms and conditions laid down in the EOI and all annexures there to, Response to Pre-bid queries vide Federation's letter No..... dated....., as also the Proposal/Tender submissions(Technical & Financial) and any attachments/annexes there to shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.
- v. **Governing Law:** This contract shall be governed in accordance with the laws of India and the State of Chhattisgarh.
- vi. **Jurisdiction of Courts:** The High Court of Chhattisgarh at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.
- vii. **Compliance with Laws:** The Selected Exporter, during the course of performing the contract, shall comply with the laws in force in India, region for which the Exporter is empaneled and the State of Chhattisgarh during the duration of the contract.
- viii. **Notices:** A "notice" means:
- a) a notice; or
- b) Consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To,

The Managing Director,

Chhattisgarh State Minor Forest Produce (Trading &

<p>Development)</p> <p>Co-operative Federation Limited,</p> <p>"Van Dhan Bhawan", Sector-24,</p> <p>Nava Raipur Atal Nagar (C.G.)</p> <p>Phone : 0771-2513100 to 2513110</p> <p>E-mail : mfpfed.cg@nic.in</p>
<p>To Exporter at:</p> <p>....., Director</p> <p>M/s</p> <p>Address:</p> <p>[Phone:]</p> <p>[Mobile:]</p> <p>[Email:]</p>

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

ix. Waiver

- a) Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b) A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c) The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

x. Modification: Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

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

27. ENTIRE AGREEMENT

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

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

PLACE : RAIPUR

DATE : _____

For and on behalf of,

**Chhattisgarh State Minor Forest
Produce Cooperative Federation
Limited**

For and on Behalf of,

Exporter's Trade Name :

Sign.:

Name :

Designation : **General Manager**

Sign.:

Name :

Designation : **Director**

WITNESSES:

Signature:

Signature:

Name: _____

Name: _____

Empanelment of Exporters by CGMFPFED

Address:

Address:
