



कार्यालय नगर पालिक निगम भिलाई जिला-दुर्ग छ.ग.  
सी मार्ट जिला-दुर्ग





**Municipal Corporation Bhilai  
Akash Ganga, Supela Dist. Durg**

No \_\_\_\_\_

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

**Request for Proposal (RFP) for Selection of Agency for  
Operation of C Mart**

**Municipal Corporation Bhilai, District Durg invites proposal in prescribed format from qualified firms for the captioned services. The selected firm shall provide the Marketing and operation of C Mart and the activities defined in the scope of work in the RFP.**

**The eligibility criteria, terms and condition, tender form etc are set out in the RFP document which can be downloaded from the website [www.bhilainagarnigam.com](http://www.bhilainagarnigam.com) The tender should be submitted so as to reach the office latest by 5.00 PM of 03.03.2022. Amendment/modification to the Tender document, if any, shall be uploaded in the website only.**

**Commissioner  
Municipal Corporation Bhilai**

1.	Disclaimer	4
2.	Introduction	6
3.	Fact Sheet	9
4.	Scope of Work and Terms of Reference	10
5.	Minimum Eligibility Criteria	14
6.	Instruction to the Bidder	15
7.	Evaluation	21
8.	Conditions of Contract	26
9.	Annexures	
	Annexure-1	40
	Annexure-2	41
	Annexure-3	43
	Annexure-4	45
	Annexure-5	46
	Annexure-6	54
	Annexure-7	55
	Annexure-8	56
	Annexure-9	57

# SECTION - 1

## DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the Municipal Corporation Bhilai to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Municipal Corporation Bhilai in relation to the C Mart operations. 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 Municipal Corporation Bhilai, 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 Municipal Corporation Bhilai accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Municipal Corporation Bhilai 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 Municipal Corporation Bhilai is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Agency and the Municipal Corporation Bhilai reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

# SECTION - 2

## Introduction

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- A. State Govt has decided to set up modern showrooms in cities for commercial marketing of the products manufactured by women self-help groups, craftsmen, weavers, artisans, potters and other traditional and cottage industries under the schemes of various departments of the state government to ensure proper price. Instructions have been given to set up C-Mart like this.
- B. With the establishment of C-Mart, all these categories of entrepreneurs will get maximum benefit.
- C. In the first phase, C-marts should be established in all the district headquarters in the form of modern showrooms in 8 to 10 thousand square feet in the case of municipal corporations and 6 to 8 thousand square feet in the case of municipalities.
- D. State Government has given instructions to use any government building available at present and places where suitable building is not available, land should be allotted to the Collector, Industries Department or Forest Department as per requirement in a good location.
- E. IT has also been asked to utilize the departmental funds of various schemes, CSIDC or Minor Forest Produce Association funds for the upgradation of the buildings available for C-Mart or for the construction of new buildings.
- F. State government has given instructions to make arrangements for marketing of these items by Laghu Vanopaj Sangh like the products of 'Chhattisgarh Herbals'. At the same time, the district collectors have been asked to coordinate with the Managing Director, Small Forest Produce Association for processing, packaging, branding and marketing of all other traditional products manufactured by women's groups.

## 2.2 Project Background

Following action should be taken for Establishment and operation of c mart

- 3.1- The products manufactured by women self-help groups, craftsmen, weavers, artisans, potters and other traditional and cottage industries under the schemes of various departments of the state government has to be surveyed and to prepare a database of the same.
- 3.2- Accordingly, inventory list has to be prepared of above-mentioned products and the prices of these products has to be compared with the similar products available in the market and the information related to the distribution of these products.
- 3.3- Collection of information of Demand and purchase of these products from other Government departments.
- 3.4- Formation of Committee in chairmanship of District Collector at the district level to organize the producers of such products and to make essential arrangements for the marketing of the same.
- 3.5- To setup an administrative arrangement at district level and selection or arrangement of warehousing of these products.
- 3.6- To form a cluster of producers of these products for proper management.
- 3.7- All the Urban Local body has to identify the land or building for the establishment of C- Mart and construction of C Mart.
- 3.8- To arrange an agency and finances for the construction of C Mart.
- 3.9 – For the operation of C Mart Private parties has to be selected as the Agency. And model has to be developed for Tenders of the same.

### Brief about the Nodal Agency

- 1- Nodal Agency ULB will be responsible for the selection and finalization, construction of C Mart in their limits.
- 2- The nodal agency will be responsible for the interior and exterior and other basic infrastructure related expenses.
- 3- The nodal agency will be responsible for formation of clusters, regional warehousing arrangements or decisions in coordination with other Govt departments, CLF, ALF, packaging and logistic facilities for the collection and transportation of products from the warehouse to C Mart.
- 4- The Nodal agency will ensure the timely payments of base prices to the producers.
- 5- The Nodal agency will provide necessary suggestions on the base price and MRP and discounts which has to be decided by the district core committee.
- 6- Nodal agency has to ensure the State branding of all the products sold and marketed as C Mart by the Agency.
- 7- Whereas the Municipal Corporation Bhilai here in after called the Nodal Agency has been appointed for the Selection of area to set up C MART and issue RFP and NIT. The agency will be responsible for coordination and collection of Products from SHG and Various department for C Mart in whole of the district as per orders of the District Administration here in after called District Core Committee.
- 8- The tender document has to be approved by the MIC of the municipal corporation as well as District Core committee.
- 9- To develop the IT system for the information on inventory procured from the producers, their payments etc .

# SECTION - 3

## Fact Sheet

1	<b>Tender No.</b>	
2	<b>Name of the Work</b>	<b>Selection of operational Agency for C Mart</b>
2A	<b>Type of Financial Proposal Required</b>	<b>Profit share percent over base price (minimum offset 5%) of product and price Rs 2 /- per sq ft of Commercial space Rs 1 /- per sq to of Noncommercial space</b>
3	<b>Name of the issuer of this RFP</b>	Commissioner Municipal corporation Bhilai
4	<b>Date of issue of RFP</b>	17/02/2022
5	<b>Date for sending Pre-Bid Query</b>	23/02/2022
6	<b>Pre-Bid Meeting</b>	24/02/2022
7	<b>Publish of Pre-bid queries response</b>	25/02/2022
8	<b>Last Date of Submission of Bids</b>	03/03/2022
9	<b>Last Date of Submission of Hard Copy of Bids</b>	03/03/2022 at 5 p.m.
10	<b>Date of Opening of Technical Proposal</b>	04/03/2022 at 12noon
11	<b>Place of Opening of Technical Proposal</b>	Municipal Corporation Bhilai
12	<b>Date of Technical Presentation</b>	04/03/2022 Shall be intimated Later.
13	<b>Opening of Financial Proposals</b>	04/03/2022 at 4 Pm.
14	<b>Address of Communication</b>	Commissioner, Municipal Corporation Bhilai, District Durg.
15	<b>Tender Processing Fee</b>	Rs 10000/-
16	<b>Earnest Money Deposit (EMD)</b>	Rs 100000/-
17	<b>Validity of Proposal</b>	180 days from the opening of the RFP
18	<b>Method of Selection</b>	CBS
19	<b>Performance Guarantee</b>	Rs 10,00,000/-
20	<b>Contact Person for Sending Queries</b>	Mr Arpit Banjare 9907688696



# SECTION - 4

## Scope of Work and Terms of Reference

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4.1. The Main Work and Responsibilities of the **Agency** are as follows:

1. The appointment of the Agency presently being done from through this RFP is for the Municipal Corporation Bhilai.
2. Purchase of Product categories enlisted at the bidding profit sharing percent (Minimum offset 5% above the current Base price, which shall be communicated in the beginning of the contract and with every change, whenever deemed fit by the Municipal Corporation Bhilai).
3. The Agency shall place the orders for the enlisted products in writing to the Nodal Agency for C Mart as per the prescribed format to be provided upon finalization of contract.
4. Agency shall obtain an irrevocable Letter of Credit (LOC) backed by an Interchangeable Credit Limit bank account, of the amount as promised in Technical Bid, with mandate to Bank, to pay dues to designated Nodal Agency account, on presentation of bills by Agency. This LC account shall be maintained by Agency, with mandate as prescribed, for the entire duration of contract. Agency shall ensure that at no point in time Combined value of Unused value of LC and billed value of stocks is below the amount as promised in Technical Bid.
5. The agency shall ensure full payment to the nodal agency account on receiving of stocks and furnishing of invoice within 1 weeks.
6. The bank will credit the payments to the respective department/SHG/producer account on furnishing of invoice.
7. Agency shall receive enlisted products from Nodal Agency. Finished products will be delivered to the Agency from Nodal Agency which are manufactured by the corresponding processing units as decided by the core committee.
8. The Agency shall execute immediately, the orders of the customers or any other retailers.
9. Transportation of **enlisted** products either from departments or the warehouse of the nodal Agency to the selected Agency.
10. All risks in relation to enlisted Products shall pass onto the Agency from the very moment of delivery of those products to the Agency.
11. The profit-sharing furniture will be applicable same on disposal of ending inventory.

12. Agency shall takeover C Mart on rent, handed over by Municipal Corporation Bhilai, on as is where is basis.
13. After the delivery of products made to agency, The decision on disposal of expired and damaged products, which shall be accounted and handed over to Agency.
14. Management of allotted Outlets, in terms of infrastructure, manpower and statutory obligations. Operations and Management of the C Mart shall be sole responsibility of the Agency for the entire duration of valid contract.
15. Agency shall ensure sales of only genuine products from Nodal Agency.
16. Agency shall ensure sufficient stocks of all the genuine products in all pack sizes, at all times, in the C Mart and the its store.
17. Generate real time, accurate and verifiable MIS reports on sales (Product wise and SKU wise) stocks (Product wise and SKU wise) as per and LOC account status, for the C Mart management. The Municipal Corporation Bhilai reserves the right to alter/ modify the formats and frequency of reports as and when it deems necessary.
18. Agency shall allow integration of its IT systems to Municipal Corporation Bhilai ERP platform as and when instructed.
19. Agency will be free to use different platforms like e-commerce for Sales and promotional activities.
20. Agency will achieve Turnover targets, as mentioned in the technical bid.
21. Agency shall ensure that there are no expired and damaged goods with C mart. It shall also ensure that the Agency does not supply any expired and/or damaged goods to the market.
22. Agency shall take appropriate insurance cover in respect of the stocks held by them against risk of fire, riot, strike, malicious damage, explosion, burglary and housebreaking.
23. All operational expenses for handling products kept in C Mart after taking delivery from Nodal Agency, shall be borne by the Agency.
24. In case of any pending order due to the non-availability of the product(s), if any, shall automatically be executed by Municipal Corporation Bhilai on the availability of fresh stocks unless **Municipal Corporation Bhilai** receives in writing from the Agency at least 3 (three) days prior to such execution, the cancellation of pending order.

25. Municipal Corporation Bhilai shall not be liable for any loss caused to the Agency on account of non-execution or delay in the execution of the market orders.
26. The Agency shall bear all bank charges incurred for making payments to the Municipal Corporation Bhilai.
27. The Agency shall not enter into any joint venture with any third party for fulfilling the above-mentioned work and responsibilities.
28. The Agency shall not have any authority to negotiate and/or enter into contracts for and on behalf of the Municipal Corporation Bhilai, nor shall they have any authority to give any guarantees or warranty on behalf of the Municipal Corporation Bhilai.
29. It is expected that the C Mart will get bulk orders from Different Areas directly. In such cases, Municipal Corporation Bhilai may ask the Agency to extend logistics support for delivering the orders from the marts, to the designated locations. The terms and conditions including the financial charges to be paid, for such logistics support shall be decided by the Agency, on as and when basis. No commission for such services shall be paid by the Municipal Corporation Bhilai.
30. The bidder is expected to estimate through it's own resources, the extent of additional cost that he may incur, on account of replacing damaged and expired stocks in the market. The bidder is expected to incorporate such additional cost into his financial bid. The Agency shall be responsible for disposing such expiry and damaged goods on his own. The Municipal Corporation Bhilai shall not provide any replacements and/ or financial support on the account of damaged and expired products.
31. The Agency shall immediately replace any expiry and physically damaged goods to the Nodal Agency. Entire responsibility of the expired and physically damaged goods in market shall remain with Agency. All civil and criminal liabilities in relation to keeping and selling expired goods would solely belong to the Agency and the Municipal Corporation Bhilai would not be responsible for the sale of expired goods.
32. Agency must ensure segregation of waste at source as prescribed in Solid waste management rules 2016, facilitate collection of segregated waste in separate stream, and handover recyclable materials to the authorized waste pickers or the authorized recyclers. The bio degradable waste must be processed, treated and disposed of through composting bio-methanation within the premises as far as possible. The residual waste may be given to the waste collectors or authorized agency as directed by ULB.
33. Agency shall share same profit percentage as agreed on the on the contract with the nodal agency in the products that are already merchandize with the MRP.

34. Apart from enlisted products agency can also keep the products from private sector also that are produced or manufactured locally in Chhattisgarh.
35. Any other products can be included by the agency in written permission & approval from district core committee.
36. The turnover target of 1 crore from the operation of first year of contract shall be prevailed for agency as desired in eligibility of agency.
37. Certification of FSSAI & other licensing will be mandatory for the agency.
38. In case of operations of c mart before the agreement period shall be executed by the agency on the similar payment & transaction basis except the profit-sharing percent.
39. Agency can arrange manpower locally or from SHGs.
40. Once Mart is established, product range can be increased for selling based on requirement.
41. Agency shall contract with producer and supplier and will fix the buying/selling rates and commission. Some products will be directly purchase by the agency and will be sold on markup price whereas some products can be designed on consignment pattern where the products will be paid the supplier/ producer only when the products are sold out.

**4.2 Municipal Corporation Bhilai** will extend support in the following:

1. Advertising and promotional activities for C Mart products in social media, print media (Newspapers, Magazines etc), Radio, Television, State and National level Fairs and trade shows etc.
2. Quality control committee would be finalized by Nodal agency in discussion with Core Committee.
3. Allotment of C- Mart to Agency, for the duration of valid contract with nominal rent as Rs. 2/- per sq ft for commercial space and 1/- per sq ft non-commercial space Monthly, on the prescribed format to be shared with the Agency upon finalization of the contract.
4. The Municipal Corporation Bhilai will provide incentives or may penalize on the profit share percent to the Agency on annual Turnover performance as per the targets. The Target will be as per the annual commitment of the turnover mentioned in the Technical Bid and calculated on the basis of financial year's performance. The incentives shall be applicable as per the following table:

### Table for Incentive Calculation of the Agency

S.No	Incentive Slab*	Eligibility Criteria**
1	One percent (1.0%)	Up to ten percent in excess of the turnover target
2	One and half Percent (1.5%)	10 to 20 % in excess of the turnover target.
3	Two Percent(2.0%)	More than 20% in excess of the turnover target.
4	Two and half (2.5%)	Two consecutive years of more than 20% in excess of the target.

**\*Calculated as percent of total annual billing amount of The Agency.**

**\*\*Target will be calculated as per the bidder commitment in Technical Bid.**

5. On completion of first three years of the contract, the Municipal Corporation Bhilai shall, with mutual agreement, reset the turnover targets and incentives for the remaining two years of contract tenure.
6. Turnover Target shall be calculated strictly on basis of Agency billing amount of “C MART” branded products.
7. The Municipal Corporation Bhilai can or may ask the Agency to sell unprocessed and semi processed Product as and when it deems fit, at the price decided by the Core committee. Both parties will reach a mutual agreement on the terms and conditions of such transactions, as and when required.

# SECTION - 5

## Minimum Eligibility Criteria

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- 5.1 The Bidder must have the requisite financial strength and capability in providing the desired distribution. The Bidder must also possess the expertise and capability required for successful operation and marketing of “**Enlisted products of C Mart**” for the entire period of the contract.
- 5.2 The Bidder should be a sole proprietorship firm / registered partnership firm / a company registered in India under the Companies Act 1956 / 2013. No joint venture shall be allowed.
- 5.3 Minimum net-worth of the directors/ promoters of the bidder shall be above Rs One Crores.
- 5.4 The Bidder should have in principal approval from the bank for the LC of the value Minimum of Rs 20 Lakhs.
- 5.5 The Bidder should a valid PAN NO. And G.S.T. Registration.

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

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

# SECTION - 6

## Instruction to the Bidders

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### 6.1 General

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

### 6.2 Pre-Bid Meeting & Clarifications

1. Municipal Corporation Bhilai shall hold a pre-bid meeting with the prospective Bidder on Date & time and Address mentioned in Fact Sheet of this document.

2. The two (2) authorized representatives of interested organization may attend pre-bid conference at their own cost after giving prior intimation to Commissioner, Municipal Corporation Bhilai.
3. Pre-bid queries of only those agencies will be responded to who have registered themselves on or before response of pre-bid queries is released.
4. Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.
5. The Bidder will have to ensure that their queries for Pre-Bid meeting should reach to Municipal Corporation Bhilai by email (Excel File only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder.
6. The queries should necessarily be submitted in the following format:

S. no.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring clarification(s)	Points of Clarification

### **6.3 RFP Processing Fees.**

The Bidder needs to pay INR 10,000 to for document processing through Demand

Draft payable to:

The Commissioner

MUNICIPAL CORPORATION BHILAI.

Akash Ganga, Supela, Bhilai, Dist. - Durg

Chhatisgarh PIN:- 490023

The demand draft of Rs 10000/ should be submitted along with the bid.

### **6.4 Earnest Money Deposit (EMD)**

1. The Bidder has to necessarily submit EMD of INR Five Lakhs (Rs 1,00,000) through Demand Draft payable to:  
The Commissioner  
MUNICIPAL CORPORATION BHILAI.  
Akash Ganga, Supela, Bhilai, Dist. - Durg  
Chhatisgarh PIN:- 490023
2. EMD of all unsuccessful Bidder would be refunded without interest by Municipal Corporation Bhilai on finalization of the Agency in all respects by the successful bidder.



3. The EMD may be forfeited:
  - I. If a Bidder withdraws its bid during the period of bid validity.
  - II. If a Bidder fails to sign the contract in accordance with this RFP.

## **6.5 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure 8 mentioned in this RFP.

## **6.6 Submission of Proposal**

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

## **6.7 Details of submissions:**

### **(i) Part I Submission**

- a. General information about the bidder in the format set out in **Annexure-1**.
- b. Covering letter in the format set out in **Annexure-2**.
- c. Power of Attorney as per **Annexure-6**, authorizing the signatory of the Proposal to submit the proposal.
- d. Pre contract integrity pact as per **Annexure-5**.
- e. Technical Proposal comprising
  - i. Technical submission as per **Annexure-7** including relevant documents.
    - a. Copy of the PAN Card.
    - b. Copy of the GST Registration.
    - c. Copy of Certificate of Association with different companies for operation, marketing & distribution.
    - d. Certificate of net worth from a certified chartered accountant in practice.
    - e. In-principal approval letter from the bank for opening the Letter of Credit for the amount mentioned in technical bid.
  - ii. Earnest Money Deposit in the manner described herein
  - iii. Nonrefundable processing fee of Rs. 10,000/- in the form of a Demand Draft in favor of Commissioner, Municipal Corporation Bhilai of any Schedule bank payable at bhilai

**(ii) Part II Submission**

- a. Financial proposal in the format as set out in **Annexure-09**.
- b. The Financial Proposal shall be quoted as base discount Rate in Percentage on MRP of Chhattisgarh Herbal Product range, at which the bidder agrees to purchase the products for further distribution. Share of profit percentage above base rate of products enlisted for C MART at which bidder agrees with nodal agency

**(iii)** The Applicant shall seal the Part I Submission and the Part-II Submission separately in two envelopes, duly marking the envelopes as “**PART-I SUBMISSION**” and “**PART-II SUBMISSION**”. These envelopes shall then be sealed in a single outer envelope.

**(IV)** The Applicant shall prepare Part I submission in (1) one original in hard copy and (1) duplicate of the Proposal in soft version in CD Rom in PDF format clearly marked “Physical” (Hard Copy) and “Soft Copy” respectively. In the event of any discrepancy between the original and the soft copy, the original shall prevail.

**(V)** The Physical Proposal shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.

**6.8 Sealing and Marking of Proposal**

- (i) The Applicant shall seal the original and soft copy of the Proposal in separate envelopes, duly marking the envelopes as, “ORIGINAL” and “SOFTCOPY”. The envelopes shall then be sealed in a single outer envelope.
- (ii) Each of the envelopes, both outer and inner, must be superscribed with the following information:
  - a. Name and Address of Applicant
  - b. Contact person and phone numbers
  - c. Name of Project: "Selection of Firm for Selection of Agency for Operation and marketing of C Mart in Bhilai."
- (iii) All envelopes shall be addressed to:

The Commissioner  
MUNICIPAL CORPORATION BHILAI.  
Akash Ganga, Supela, Bhilai, Dist. - Durg  
Chhatisgarh PIN:- 490023

- (iv) If any envelope is not sealed and marked as instructed above, Municipal Corporation Bhilai assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal may at the sole discretion of Municipal Corporation Bhilai be rejected.

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

## **6.9 Proposal Due Date**

- (i) Proposals should be submitted before 1500 hours IST on Proposal Due Date as indicated in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- (ii) Municipal Corporation Bhilai may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

## **6.10 Opening of Proposals and Clarifications**

- (i) The Commissioner, Municipal Corporation Bhilai or any officer authorized by him shall open the Part I Submission of the Proposals on the Proposal Due Date for the purpose of evaluation.
- (ii) Municipal Corporation Bhilai reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.

To facilitate evaluation of Proposals, Municipal Corporation Bhilai may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

## **6.11 RFP Validity**

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

## **6.12 Modification and withdrawal of Bids**

- I. The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the Municipal Corporation Bhilai. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.

# SECTION-7

## Evaluation

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### 7.1 RFP Evaluation process

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

### 7.2 RFP Evaluation

- A. Cost Based Selection (CBS) system** shall be adopted for selection of Agency. As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document. **The Part I Submission would be considered to be responsive if it meets the following conditions:**
- a. it is received by the Proposal Due Date including any extension thereof.
  - b. it is signed, sealed and marked as stipulated in the RFP document.
  - c. it contains all the information and documents including EMD and processing fee as requested in the RFP.
  - d. it contains information in formats specified in this RFP.
  - e. there are no inconsistencies between the Proposal and the supporting documents.

**B.** A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b. which limits in any substantial way, the proposal Municipal Corporation Bhilai rights or the Applicant's obligations under the Agreement, or
- c. which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.

### **7.3 Technical Evaluation:**

If the net worth of above of Rs. 1cr and in-principal approval for the LC amounting to minimum of Rs. 10 lakhs, as per the minimum eligibility criteria is submitted by the bidder, RFP shall be evaluated further for technical evaluation. RFP Evaluation Committee (TEC) will evaluate the Technical Proposals of the Pre-Qualified Bidder as per the section Eligibility Criteria. RFP Evaluation Committee (TEC) will examine the bids to determine whether they are complete, whether they meet all the conditions of the tender, whether required tender document and bid processing cost and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bid or bids not fulfilling these requirements shall be rejected.

### **7.4 Technical Evaluation Criteria**

Proposals will be evaluated as per the capability of the bidder to undertake distribution, List of available resources and Work Methodology, Presentation and procedures submitted by the bidders. Bidder complying with all qualification criteria will only be considered technically qualified and their technical bid will be evaluated further.

The Method of Selection shall be Cost Based Selection (CBS). The technical evaluation shall be given weightage of 70% and the financial evaluation shall be given weightage 30% as described in clause 7.5.

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

## 7.5 Scoring Methodology: Technical Proposal

a) The total maximum point for evaluation of Technical Proposal is 1000 numbers.

Parameter and points are detailed below: -

S. No.	Criteria	Score (A)	Weightage (B)	Weighted Score (A*B)
1	<b>Investment proposed in the C MART Stocks for Business Operation*</b>			
1A	Rs 20 Lakhs to Rs 25 Lakhs	2.5	30	
	From 25 lakhs upto 35 Lakhs	5		
	From 35 Lakhs upto 50 Lakhs	7.5		
	Above 50 Lakhs	10		
2	<b>Annual Turnover Planned (Crores)</b>			
2A	<b>First Year (FY 2022-23)</b>			
	Upto 2.5 Crores	2	12.5	
	Above 2.5 upto 3.5 Crores	4		
	Above 3.5 upto 5.0 Crores	6		
	Above 5.0 upto 6.0 Crores	8		
	Above 6.0 Crores	10		
2B	<b>Second Year (FY 2023-24)</b>			
	Upto 5.0 Crores	2	10	
	Above 5.0 upto 6.0 Crores	4		
	Above 6.0 upto 7.0 Crores	6		
	Above 7.0 upto 8.0 Crores	8		
	Above 8.0 Crores	10		
2C	<b>Third Year (FY 2024-25)</b>			
	Upto 7.0 Crores	2	5	
	Above 7.0 upto 8.0 Crores	4		
	Above 8.0 upto 9.0 Crores	6		
	Above 9.0 upto 10.0 Crores	8		
	Above 10.0 Crores	10		
3	<b>No. of Years in Distribution Business</b>			
	0 to 3 yrs	3	5	
	4 to 7 yrs	7		
	7 to 10 yrs	10		
4	<b>Combined Financial Networth of the company promoters</b>			
	Above 2.0 Cr upto 3.0 Crores	3	12.5	
	Above 3.0 Cr upto 4.0 Crores	5		
	Above 4.0 Cr upto 5.0 Crores	7		
	Above 5.0 Crores	10		
5	<b>Plan for Achieving the targets (Average presentation Score) **</b>		25	
<b>Total</b>			100	

\* Bidder shall open a Letter of Credit bank account as per clause 3, sub clause 2.

\*\* The presentations will be ranked as per Annexure 8

The bidders getting 65% (650) or more score in technical evaluation shall be eligible for financial bid opening

**b) Evaluation of Financial bid:**

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

**c) Combined and final evaluation**

The weightage given to the technical and financial proposals are T = 0.70 and P = 0.30

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

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

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

**7.6 Award of Contract;**

- (i) In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, Municipal Corporation Bhilai shall declare the Preferred Applicant as the Successful Applicant. Municipal Corporation Bhilai. will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- (ii) The Successful Applicant shall execute the operation and marketing Agreement within one month of the issue of LoA or within such further time as Municipal Corporation Bhilai. May agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, Municipal Corporation Bhilai reserves the right to take any such measures as may be deemed fit in the sole discretion of Municipal Corporation Bhilai including annulment of the bidding process.
- (iii) The contract shall be awarded with the validity of 2years from the date of signing of the agreement. The Turnover target for the Agency, however shall be considered on financial year basis starting from FY2022-23.

# SECTION-8

## Condition of Contract

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### 8.1 Confidentiality

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



- g. The Bidder should not use the materials for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- h. If at any stage it is found that The Bidder is using the materials provided by the client any time during the contract execution for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.

## **8.2**

### **A. Duration of the contract:**

The selection shall initially be valid for a period of 24 months from the date of signing of Agreement. The Turnover target for the Agency, however shall be considered on financial year basis starting from FY 2022-23. Municipal Corporation Bhilai may extend the Agreement for up to Next (2) years period if mutually agreed by Municipal Corporation Bhilai & The Agency. In the scenario of rebidding at the end of the tenure of contract, the Agency will get the first right to match the selected bidder in terms and conditions, in case the performance of the Agency is found satisfactory and the Agency has achieved its turnover and investment targets for two consecutive years.

### **8.3 Performance Guarantee:**

The successful bidder shall execute:

1. The EMD of Rs. 1 lac shall be converted in to performance guarantee.
2. In addition to the above, Performance Guarantee of Rs Ten Lakhs in form of Bank Guarantee for one year and extendable up to the duration of the contract. (As per ANNEXURE-3, it should be duly filled in, signed and complete in all respects) has to be submitted by the successful bidder before signing of the agreement.

### **8.4 Payment Terms**

Agency shall obtain an irrevocable Letter of Credit (LC) backed by an Interchangeable Credit Limit bank account, of the amount as promised in Technical Bid, with mandate to Bank, to pay dues to designated Nodal Agency account, on presentation of bills by Municipal Corporation Bhilai. This LC account shall be maintained by Agency, with mandate as prescribed, for the entire duration of contract. Agency shall ensure that at no point in time Combined

value of Unused value of LC and value of stocks on credit is below the amount as promised in Technical Bid.

## **8.5 Penalty Clause**

1. The Municipal Corporation Bhilai reserves the right to impose penalty under following circumstances:
  - a. Agency not reporting MIS as per prescribed format and reporting frequency.
    - i. First instance shall invite a penalty of Rs10,000/.
    - ii. Second instance shall invite a penalty of Rs20,000/.
    - iii. Third instance onwards shall invite a penalty of Rs30,000/.
  - b. Agency not achieving its committed annual billing target
    - i. First instance shall invite a penalty of 5% of the shortfall in annual billing commitment as promised in technical bid.
    - ii. Second instance shall invite a penalty of 10% of the shortfall in annual billing commitment as promised in technical bid.
  - c. Agency supplying/selling expiry, physically damaged goods to its customers.
    - i. First instance shall invite a notice and a penalty of Rs50,000/.
    - ii. Second instance shall invite a notice and a penalty of Rs75,000/.
    - iii. Third instance shall invite a penalty of Rs100,000/.

## **8.6 Termination Clause**

### **1. Right to Terminate the Process**

- a. Municipal Corporation Bhilai reserve the right to cancel the contract placed on the Selected agency and recover expenditure incurred by Municipal Corporation Bhilai under the following circumstances: -
  - i. The Selected agency commits a breach of any of the terms and conditions of the bid.
  - ii. Third instance of the Agency not achieving the annual Turnover Target as committed in Technical Bid.
  - iii. Fourth instance of the Agency supplying/selling expiry/ physically damaged goods.
  - iv. The Bidder goes into liquidation, voluntarily or otherwise.
  - v. If the Agency fails to achieve 70% of the Turnover target commitment as per the technical bid, for two consecutive financial years.
  - vi. If deductions on account of liquidated damages /Penalty exceeds more than 10% of the total investment proposed in technical bid.
  - vii. In case the Agency fails to deliver the services as stipulated in the delivery schedule, Municipal Corporation Bhilai reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the Selected agency

However, all such recoveries shall be subject to a maximum of 10% of the value of the difference in cost of procurement of undelivered services.

2. Municipal Corporation Bhilai reserves the right to recover any dues payable by the Agency from any amount outstanding to the credit of the Agency, including the pending bills and/or invoking the bank guarantee under this contract.
3. Municipal Corporation Bhilai reserves the right to terminate contract without an approval from district administration, if the Agency is found selling/supplying any other brands and or products other than those of “**C Mart**”.
4. Municipal Corporation Bhilai reserves the right to terminate the contract, if the Agency is found selling/supplying duplicate and/or with identical packaging and branding “**C Mart**” branded products in market.
5. Municipal Corporation Bhilai reserves the right to terminate the contract, if the Agency is found selling/supplying repackaged and/or rebranded “**C Mart**” branded products in market.
6. Municipal Corporation Bhilai reserves the right to terminate the contracts, if the Agency enters into a Joint Venture with a third party, for the work and responsibilities defined as such in the document.

### **8.7 Consequences of Termination**

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], Municipal Corporation Bhilai 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 Agency shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Agency to take over the obligations of the erstwhile Agency in relation to the execution/continued execution of the scope of the Contract.
2. The Municipal Corporation Bhilai shall forfeit the performance security in consequence to termination of contract for any valid reasons mentioned herein.
3. Nothing herein shall restrict the right of Municipal Corporation Bhilai 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 Municipal Corporation Bhilai under law or otherwise

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.

## **8.8 Dispute Resolution Mechanism**

- i. The Bidder and the Municipal Corporation Bhilai shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- ii. 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.
- iii. Matter will be referred for negotiation between Officer nominated by Municipal Corporation Bhilai and the Authorized Official of The Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- iv. 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.
- v. Both the Party may choose their respective arbitrator or if agreed may choose to go with a single Arbitrator.
- vi. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this RFP document.
- vii. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the projects, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **8.9 Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the Selected Agency or Municipal Corporation Bhilai 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:

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

Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.

Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Municipal Corporation Bhilai shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

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

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

## **8.11 Limitation of Liability**

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

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

- a. The Municipal Corporation Bhilai reserve the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidders. The Municipal Corporation Bhilai may demand, and upon such demand being made, the Selected Agency shall provide with any document, data, material or any other information required to assess the progress of the project.

- b. The Municipal Corporation Bhilai 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 Selected Bidders of its obligations/functions in accordance with the standards committed to or required by the Municipal Corporation Bhilai and the Selected Agency undertakes to cooperate with and provide to the Municipal Corporation Bhilai / any other IT Services firms/ Agency appointed by the Municipal Corporation Bhilai, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Agency failing which the Municipal Corporation Bhilai may, without prejudice to any other rights that it may have, issue a notice of default.
- c. The Municipal Corporation Bhilai representative shall interface with the Selected Agency to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
- d. Municipal Corporation Bhilai 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.

### **8.13 Taxes, GST, Audit and License**

- a) Selected agency, shall comply with all taxes and returns to be filed by them as per the laws, Municipal Corporation shall not be responsible for any not compliance of tax laws provided as part of the Scope of Work.
- b) Selected agency shall for better management and reporting conduct Stock audit by Chartered Accountants on periodical basis, the Charges will be borne by selected agency
- c) Firm Should Comply with all the Legal Registration, and register with get registered with government agencies

### **8.14 Information Security**

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

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

## **8.15 Indemnity**

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

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

## **8.16 Liquidated Damages**

- i. Subject to clause for Force Majeure, if The Bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Agency repudiates the contract before completion of the work, the Municipal Corporation Bhilai, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 5 percent of the project cost from the Agency, as Liquidated Damages (LD).
- ii. In case it leads to termination, Municipal Corporation Bhilai shall give thirty days (30) notice to the Agency of its intention to terminate the contract and shall so terminate the contract unless during the thirty days (30) notice period, the Agency initiates remedial action acceptable to the Municipal Corporation Bhilai.
- iii. The Municipal Corporation Bhilai 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 Agency in its hands (which includes the Municipal Corporation Bhilai right to claim such amount against Agency Bank Guarantee) or which may become due to the Selected Agency. Any such recovery or liquidated damages shall not in any way relieve the Agency from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

## **8.17 Continuance of the Contract:**

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

## **8.18 Conflict of interest**

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

## **8.19 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.

## **8.20 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.

## **8.21 "No Claim" Certificate**

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

## **8.22 Publicity**

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

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

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

The Bidder shall not, without prior written consent from Municipal Corporation Bhilai, 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 Municipal Corporation Bhilai, in connection therewith, to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.



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

## **8.24 General**

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

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

### **ii. No Assignment**

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

### **iii. Survival**

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

### **iv. Entire Contract**

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

### **v. Governing Law**

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

## **vi. Jurisdiction of Courts**

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

## **vii. Compliance with Laws**

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

## **viii. Notices**

A “notice” means:

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

To  
The Commissioner  
MUNICIPAL CORPORATION BHILAI.  
Akash Ganga, Supela, Bhilai, Dist. - Durg  
Chhatisgarh PIN: - 490023  
Phone :0771-2513100 to 2513110

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**

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

**xi. Application**

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

**8.25 Fraud and Corrupt Practices**

- a. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Municipal Corporation Bhilai shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Municipal Corporation Bhilai shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such agencies Proposal.
- b. Without prejudice to the rights of the Municipal Corporation Bhilai under Clause above and the rights and remedies which the Municipal Corporation Bhilai may have under the LoI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoI or the execution of the Agreement, such Bidder shall not be eligible to participate in any RFP or RFP issued by the Municipal Corporation Bhilai during a period of <period,suggested2(two)> years from the date such Bidder, as the case may be, is found by the Municipal Corporation Bhilai to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

**“Corrupt practice”** means:

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

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

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

**“Undesirable practice”** means:-

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

**“Restrictive practice”**

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

## **8.26 Obligations**

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

## **8.27 Notification of Award**

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

# **Annexure –1**

## **General Information about Bidder**

**Scanned copy of original (duly signed by Bidder) as part of Technical Proposal  
to be uploaded online (Envelope –B online)**

<b>S. No.</b>	<b>Particular</b>	<b>Description</b>	<b>Document if any at page no</b>
1.	Name and Address of the Bidder		
2.	Contacts:		
3.	Telephones:		
4.	Fax:		
5.	E-mail:		
6.	Mobile No:		
7.	Name of Chief Executive Officer /Partner /Owner and Telephone No-		
8.	Authorized Partner Certificate		
9.	Year of Establishment		
10.	GST No. (enclose certificate)		
11.	Income Tax PAN No.		
12.	Name and Address of the Banker		
13.	Scanned copy of relevant pages of Memorandum and Article of Association showing objectives of the company/Organization and Registration Certificate.		
14.	Scanned copy of original certificate showing the date of existence/incorporation of the Company		
15.	Scanned copy of original Duly Notarized Affidavit on Non-judicial Stamp Paper of Rs 100/- regarding		

# **Annexure-2**

## **PROPOSAL COVERING LETTER**

**Scanned copy of original (duly signed by Bidder) as part of Technical Proposal to uploaded**

**Online - (Envelope B)**

**Date:**

The Commissioner

MUNICIPAL CORPORATION BHILAI .

Akash Ganga, Supela, Bhilai, Dist. - Durg

Chhatisgarh PIN:- 490023.

**Dear Sir,**

We.....(Name of the Bidder) here by submits our proposal in

response to notice inviting RFP date.....and RFP document

no..... and confirm that:

- 1. All information provided in this proposal and in the attachment is true and correct to the best of our knowledge and belief.**
- 2. We shall make available any additional information if required to verify the correctness of the above statement.**
- 3. Certified that the period of validity of bid is 180 days from the date of opening of RFP,**
- 4. We are quoting for all the services mentioned in the RFP.**

5. We are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
  
6. CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OP. MUNICIPAL CORPORATION BHILAI LIMITED may contact the following person for further Information regarding this RFP:
  - a. Name and full address of office, Contact No., Email ID, CompanyName
  
  - b. Name and full address of office, Contact No., Email ID, CompanyName
  
7. We are submitting our Eligibility Criteria proposal, bid documents and technical bid documents.

Dated this            Day of            2020

(Signature) (In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am..... of the ....., and that  
 ..... who signed the above Bid

is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)



# **Annexure 3**

## **DRAFT PERFORMANCE GUARANTEE**

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

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

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

In favour of The The Commissioner, MUNICIPAL CORPORATION BHILAI . Akash Ganga, Supela, Bhilai, Dist. - Durg Chhatisgarh PIN:- 490023 and (hereinafter called “Commissioner, Municipal Corporation Bhilai 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 \_\_\_/\_\_\_/2020 issued by Commissioner, Municipal Corporation Bhilai, and selected M/s \_\_\_ (hereinafter referred to as The Bidder) for the Agreement by COMMISSIONER, Municipal Corporation Bhilai Raipur as more specifically defined in the a fore mentioned Document including statement of work and the Agreement executed between the COMMISSIONER, Municipal Corporation Bhilai Raipur and Bidder.

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

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

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

The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under We, the Guarantor, shall, without demur, pay to COMMISSIONER, Municipal Corporation Bhilai Raipur an amount not exceeding Rs.

..... (Rupees ..... only) within 7

**(seven) days of receipt of a written demand therefore from COMMISSIONER, Municipal Corporation Bhilai 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 COMMISSIONER, Municipal Corporation Bhilai 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**

**The COMMISSIONER,**

**MUNICIPAL CORPORATION BHILAI**

**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 COMMISSIONER, Municipal Corporation Bhilai 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 COMMISSIONER, Municipal Corporation Bhilai In order to give effect to this Guarantee, COMMISSIONER, Municipal Corporation Bhilai 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 COMMISSIONER, Municipal Corporation Bhilai Raipur or by the extension of time of performance granted to The Bidder or any postponement for any time of the power exercisable by COMMISSIONER, Municipal Corporation Bhilai Raipur against The Bidder or forbear 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 COMMISSIONER, Municipal Corporation Bhilai Raipur or any indulgence by COMMISSIONER, Municipal Corporation Bhilai 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 authorized office.**

**Authorized Signatory \_\_\_\_\_ Bank**

# **Annexure-4**

## **FORMAT OF SENDING PRE-BIDOUERIES**

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

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

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

<b>Sr.</b>	<b>Section No.</b>	<b>Page</b>	<b>RFP Clause</b>	<b>Query</b>	<b>Remarks</b>
1					
2					
3					
.					
N					

# Annexure-5

## PRE-CONTRACT INTEGRITY PACT

(To be provided in scanned copy of original as part of Technical proposal (Envelope – B-Online) duly signed by Bidders.

### 1. GENERAL

1.1. This pre-bid contract Agreement (here in after called the Integrity Pact) is made on .... the day of the                      month..... of 2020 between, the Government of Chhattisgarh acting through  
**COMMISSIONER,  
MUNICIPAL CORPORATION  
BHILAI, Akashganga , Supela,  
Bhilai District Durg , C.G.**

an as the First Party, proposes Select Distribution Service provider firm for a period of five years for providing Distribution Service of Herbal products of Chhattisgarh to the COMMISSIONER and M/s ..... represented by Shri ..... (Hereinafter called the “BIDDER “, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

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

### 2. OBJECTIVES

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

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

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

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

**The RFP issuing AUTHORITY commits itself to the following:**

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

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

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

### **4. COMMITMENTS OF BIDDER**

**The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any pre-contract or**

**post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:**

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

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

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

**4.4. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the RFP issuing AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.**

**4.5. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.**

**4.6. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.**

**4.7. The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the RFP issuing AUTHORITY as part of the**

business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

**4.8. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.**

**4.9. The Bidder shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.**

## **5. PREVIOUS TRANSGRESSION**

**5.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other government body in India in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in any state or in India that could justify BIDDER's exclusion from the RFP process.**

**5.2. If the Bidder makes incorrect statement on this subject, BIDDER can be disqualified from the RFP process or the contract, if already awarded, can be terminated for such reason.**

## **6. EARNEST MONEY (SECURITYDEPOSIT)**

**6.1. Every BIDDER while submitting the bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the RFP issuing AUTHORITY**

**6.2. No interest shall be payable by the RFP issuing AUTHORITY to the Bidder on Earnest Money/Security Deposit for the period of its currency.**

## **7. SANCTIONS FORVIOLATIONS**

**7.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the RFP issuing AUTHORITY to take all or any one of the following actions, wherever required:**

**7.1.1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other BIDDER would continue.**

**7.1.2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage), as decided by the RFP issuing AUTHORITY and the RFP issuing AUTHORITY shall not be required to assign any reason therefore.**

**7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.**

**7.1.4. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the RFP issuing AUTHORITY, along with interest.**

**7.1.5. To cancel all or any other contracts with the Bidder and the Bidder shall be liable to pay compensation for any loss or damage to the RFP issuing AUTHORITY resulting from such cancellation/ rescission and the RFP issuing AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.**

**7.1.6. To debar the Bidder from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the RFP issuing AUTHORITY.**

**7.1.7. To recover all sums paid in violation of this Pact by BIDDER (s) to any middlemen or agent or broken with a view to securing the contract.**

**7.1.8. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the RFP issuing AUTHORITY with the Bidder, the same shall not be opened.**

**7.1.9. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the RFP issuing AUTHORITY, or alternatively, if any close relative of an officer of the RFP issuing AUTHORITY has financial interest/stake in the Bidder firm, the same shall be disclosed by the Bidder at the time of filling of RFP. Any failure to disclose the interest involved shall entitle the RFP issuing AUTHORITY to rescind the contract without payment of any compensation to the Bidder.**

**7.1.10. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; on or daughter or stepson or step**



daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

7.1.11. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the RFP issuing AUTHORITY, and if he does so, the RFP issuing AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the RFP issuing AUTHORITY resulting from such rescission and the RFP issuing AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

7.2. The decision of the RFP issuing AUTHORITY to the effect that a breach of the provisions of this pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidders can approach the Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

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

## **9. INDEPENDENT MONITORS**

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

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

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

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

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

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

## **10. FACILITATION OF INVESTIGATION**

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

## **11. LAW AND PLACE OF JURISDICTION**

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

## **12. OTHER LEGAL ACTIONS**

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

## **13. VALIDITY**

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

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

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

RFP issuing AUTHORITY

BIDDER

Name of the Officer

Designation

Witness

Witness

1).....

1).....

2).....

2).....

# Annexure-6

## FORMAT FOR POWER OF ATTORNEY

(To be provided scanned copy of original as part of Technical Proposal (Envelope – B online) on stamp paper of value required under law duly signed by Bidder for the RFP)

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

### POWER OF ATTORNEY

#### To Whomsoever It May Concern

Know all men by these presents, we\_(name and registered office address \_\_\_\_\_ of The Bidder) do hereby constitute, appoint and authorize Mr \_\_\_\_\_(Name of the Person(s), domiciled at \_\_\_\_\_(Address), acting as \_\_\_\_\_(Designation and the name of the firm), as Authorized Signatory and whose

signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **Selection of Firms to Municipal Corporation Bhilai for a period of 5 years Invitation for RFP (RFP Document) Document** dated, issued by the COMMISSIONER,

Municipal Corporation Bhilai Limited, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Chhattisgarh State Minor Forest Produce (Trading & Development)Co-operative Municipal Corporation Bhilai Limited or any governmental authority, representing us in all matters before Chhattisgarh State Minor Forest Produce (Trading & Development)Co-operative Municipal Corporation Bhilai Limited, and generally dealing with Municipal Corporation Bhilai in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our a foresaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

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

(Name, Title and Address of the Atto

## Annexure-7

### TECHNICALBIDFORMAT

S. No.	Criteria	Amount / Numbers
1	<b>Investment proposed in the C MART Business Operation</b>	
1A	Irrevocable Letter of Credit	
4	<b>Turnover Target</b>	
4A	FY 2022-23	
4B	FY 2023-24	
4C	FY 2024-25	
5	<b>No Of Years in Distribution Business*</b>	
6	<b>Combined Financial Networth of Company Promoters/ Directors**</b>	

\* Relevant documents to be submitted including copies of certificates of association with different companies for whom distribution was done

\*\* Certificate of Net worth from a certified Chartered Accountant, which should not be more than 15 days old on date of submission. The certificate should mention Net worth in terms of Total immovable assets add Total movable assets minus Total Liabilities.

## Annexure-8

### PRESENTATION SCORING FORMAT

<b>Presentation Scoring Sheet</b>						
S. No.	Presentation Section	Score				
		Excellent	Very Good	Good	Satisfactory	Poor
		2	1.5	1	0.5	0
Section 1	About Company					
Section 2	Sales Plan					
Section 3	Supply Chain Plan					
Section 4	Target Achievement Plan					
Section 5	Customer Service Plan					
	Total Score					

Bidder score will be average of the scoring by each member on evaluation committee.

**Annexure-9**  
**Financial Bid Sheet:**

I hereby agree to purchase Chhattisgarh Herbals products, from the Municipal Corporation Bhilai, for the duration of contract at the following pricing terms and conditions:

**The profit share percent of Enlisted products will be \_\_\_\_\_ (in words ..... ) %above the Base price of the products.**

Date: //\_\_\_\_\_

Name:

Signature:

Seal: