

Request for Proposal

for

**Selection of Service Providers for procurement,
processing, and quality assurance of agricultural products
of Uttarakhand**

Issued by

**Uttarakhand Gramya Vikas Samiti
Department of Rural Development
Government of Uttarakhand**

June 2024

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The Authority may, for any reason whatsoever, amend the contents of this RFP prior to the proposal due date. The Authority reserves the right to reject any or all the Proposals without assigning any reasons whatsoever. The Authority is not bound to select Applicants or to appoint the selected Applicants.

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1 BID PROCESS AT A GLANCE

1.1 Datasheet

1.	Name of the Authority: Uttarakhand Gramya Vikas Samiti, Government of Uttarakhand
2.	Who should apply: Any Indian Company/ Partnership/ LLP/ proprietorship meeting the eligibility conditions specified in this Request for Proposal document bbb
3.	Duration of the contract: 24 months, extendable by another 12 months
4.	Bid variable: Processing Fee (INR per kg net weight of finished product)
5.	Authority's point of contact for Applicants' queries: Project Director Uttarakhand Gramya Vikas Samiti (UGVS) 216, Phase – II , Panditwari , Dehradun – 248007 Telephone number:0135-277380 Email address: info@ugvs.org CC to procurement@ugvs.org
6.	Validity period of the Proposal: 90 days from the Proposal Due Date
7.	JV/ Consortium: Not allowed
8.	The tender documents can be downloaded from: https://uktenders.gov.in
9.	Cost of Tender Document: INR 1,000 (non-refundable); to be paid online.
10.	Earnest Money Deposit (EMD): INR 1,25,000 (Rupees One Lakh Twenty-five thousand only)
11.	Performance Security to be submitted by Selected Applicant: INR 2.5 lakhs in the form of a bank guarantee from a scheduled commercial bank of India. Performance Security needs to be submitted within 15 days of issue of Letter of Award and shall be valid for at least 6 months from the date of expiry of contract.

1.2 Schedule

S. No.	Action	Date	Time
1.	Last date for receiving queries from Applicants	29.06.2024	3:00 PM
2.	Pre-bid conference	28.06.2024	12:00 Noon
3.	Proposal Due Date or PDD	08.07.2024	3:00 PM
4.	Opening of Technical Proposals	08.07.2024	3:30 PM
5.	Presentation by Eligible Applicants	To be notified	
6.	Opening of Financial Proposal	To be notified	
7.	Letter of Award	To be notified	
8.	Signing of Agreement	To be notified	

2 INSTRUCTIONS TO APPLICANTS

2.1 Introduction

- 2.1.1 The Uttarakhand Gramya Vikas Samiti (UGVS or the 'Authority'), Department of Rural Development, Government of Uttarakhand (GoUK), is the nodal entity responsible for undertaking rural livelihood projects in Uttarakhand ('the State').
- 2.1.2 UGVS is the implementing agency for implementation of the Rural Enterprise Acceleration Project (REAP) supported by the International Fund for Agricultural Development (IFAD).
- 2.1.3 UGVS aims to procure genuine agricultural and indigenous products from the Self-Help Groups (SHG), Livelihood Collectives (LC), Farmer Producer Organisations (FPO), and Community Based Organisations (CBO) in Uttarakhand, collectively referred hereinafter as 'Designated Suppliers'; and sell them as premium branded products, thus facilitating higher income for the State's farmers and suppliers.
- 2.1.4 UGVS plans to onboard Service Provider for procurement, processing, and quality assurance of agricultural products. The Service Provider shall function as a link between the State's suppliers and the market. UGVS will select the Service Provider through an open and competitive bidding process.
- 2.1.5 Through this Request for Proposal (RFP) document, UGVS invites proposals ('Proposals') from interested applicants ('Applicants'). Detailed description of the objectives, scope of work, and other requirements related to this project is provided herein. Applicants are encouraged to inform themselves fully about the scope requirements and local conditions before submitting their Proposals.
- 2.1.6 The contractual scope may also be extended to include similar tasks to be undertaken by other affiliated entities under Department of Rural Development, Government of Uttarakhand.

2.2 Brief description of the selection process

- 2.2.1 The Authority shall follow a single stage, two envelope selection process for evaluating the Proposals.
- 2.2.2 Applicants must carefully read the 'Conditions of Eligibility' provided in the RFP. Proposals of only those Applicants that satisfy the Conditions of Eligibility shall be considered.
- 2.2.3 The Applicants shall be responsible for all costs associated with the preparation of their Proposals and their participation in the selection process.

2.3 Process for online bid submission

- 2.3.1 Before uploading their Bid, the Applicants are advised to familiarise themselves with and get registered on the Government of Uttarakhand's e-tender portal (<https://uktenders.gov.in/>).

- 2.3.2 Applicants are required to submit mandatory documents including GST Certificate, PAN Card etc. at the time of registration. This process may take some time. Hence, Applicants are encouraged to complete the registration at least a WEEK before the Proposal Due Date (PDD).

Upon registration, Applicants shall be provided a User ID and a system generated password enabling them to download the RFP and submit their Bid, with a Digital Signature Certificate (DSC). For any clarification regarding the e-tendering process they can contact 0120-4001 002, 0120-4001 005 or 0120- 4493395 [e-Tender Assistance Phone Number]. Bids without digital signatures shall not be accepted by the Electronic tendering system.

- 2.3.3 Bids must be submitted through the e-tender portal before the Proposal Due Date. Applicants should endeavour to submit their bids well in advance. The Authority shall not be responsible for the failure in submission of the bid for any reason including internet connectivity issues or malfunction of the e-tender portal.

2.4 Acknowledgement by Applicant

- 2.4.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- a) made a complete and careful examination of the RFP;
 - b) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred above;
 - c) satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
 - d) acknowledged that it does not have a conflict of interest; and
 - e) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.5 Right to reject any or all Proposals

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the selection process, at any time without any liability, and without assigning any reasons whatsoever.

2.6 Clarifications

- 2.6.1 Applicants requiring any clarification on the RFP may send their queries to the Authority by email to reach before the deadline mentioned in the Datasheet.
- 2.6.2 The Authority shall post the reply to such queries on the official website of UGVS and/or the Government of Uttarakhand's e-tender portal. The Authority reserves the right not to respond to any or all queries.

2.7 Amendment of RFP

- 2.7.1 At any time prior to the Proposal Due Date, the Authority may, for any reason whatsoever, modify the RFP document by the issuance of an addendum and posting it on the official website or the e-tender portal.

2.7.2 To provide the Applicants a reasonable time for taking an addendum into account, or for any other reason whatsoever, the Authority may decide to extend the Proposal Due Date.

2.8 Language

The Proposal with all accompanying documents and all communications in relation to the selection process shall be in English language and strictly as per the forms provided in this RFP.

2.9 Format and signing of the Proposal

2.9.1 The Authority would evaluate only those Proposals that are in the specified forms and are complete in all respects.

2.9.2 The Proposals must be signed by the Authorised Signatory as detailed below:

- a) by the owner or proprietor, in case of proprietorship
- b) by a partner, in case of a partnership firm; or
- c) by a person holding the Power of Attorney, in case of a Company.

2.9.3 Applicants should note the Proposal Due Date for submission of Proposals. Except as specifically provided in this RFP, no supplementary material shall be entertained by the Authority, and that evaluation shall be carried out only based on documents received by the Proposal Due Date. Applicants shall ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material, if submitted, shall be summarily rejected.

2.10 Technical Proposal

2.10.1 Applicants shall submit the technical proposal in the format shared for Technical Proposal (the "Technical Proposal").

Contents of Technical Proposal

- a) Form 1: Letter of proposal submission
- b) Form 2: Power of Attorney in favour of Authorised Signatory
- c) Form 3: Applicant organisation's profile
- d) Form 4: Facility details
- e) Form 5: Financial capacity
- f) Supporting documents – PAN, GST, Certificate of Incorporation, etc.
- g) Proof of submission of Tender Document Fee & Earnest Money Deposit (EMD)

2.10.2 Submission of Technical Proposal

- a) Applicant shall prepare the Technical Proposal, in the specified format.
- b) All pages shall be numbered serially, and an index of submissions shall be given.
- c) The Proposal shall be typed in indelible ink and signed by the Authorised Signatory of the Applicant.
- d) The Authorised Signatory shall put his initials and the company's stamp on each page of the Proposal. In case of published documents, only the cover shall be initialled.
- e) The Proposal shall be scanned into a PDF file and uploaded on the e-tender portal.

2.10.3 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.10.4 **Tender Document Fee** – to be paid online on the e-tender portal as specified in Datasheet.

2.10.5 Earnest Money Deposit (EMD)

- a) The Applicants shall deposit an EMD, as indicated in the Datasheet, to the following bank account, through NEFT:
Name of Bank: Punjab National Bank
Name of Account holder: UGVS REAP
Account Number: 1556000110170290
Branch: Indra Nagar, Dehradun
IFSC: PUNB0155600
- b) The EMD can also be paid as a Demand Draft (DD) in favour of Uttarakhand Gramya Vikas Samiti, payable at Dehradun.
- c) Any Proposal not accompanied by the proof of submission of Tender Document Fee & EMD shall be summarily rejected by the Authority.
- d) EMD of unsuccessful Applicants will be returned by the Authority, without any interest, as soon as possible on acceptance of the Proposal of the Selected Applicants or when the Bidding process is cancelled by the Authority, and in any case within NINETY days from Proposal Due Date.
- e) A Selected Applicant's EMD will be returned, without any interest, upon the Applicant signing the letter of award (LoA) and furnishing the Performance Security.
- f) The EMD shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under this RFP or otherwise, if:
- i. An Applicant withdraws its bid after the Proposal Due Date
 - ii. An Applicant engages in a corrupt, fraudulent, coercive, undesirable and/or restrictive practice as defined in this RFP; and
 - iii. The Selected Applicant fails to furnish the Performance Security within the specified time limit.

2.10.6 If at any point in time, it is found that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has provided any materially incorrect or false information, the Applicant shall be disqualified immediately if not yet appointed and if the Selected Applicant has already commenced work, the same shall be liable to be terminated. In such an event, the Authority shall forfeit and appropriate the EMD/ Performance Security, without prejudice to any other right or remedy that may be available to the Authority.

2.11 Financial Proposal

2.11.1 Submission of Financial Proposal

- a) Applicant shall download the excel sheet for Financial Proposal from e-tender portal and fill in the required details.

b) Applicant shall upload the Financial Proposal on e-tender portal.

2.11.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- a) Total amount indicated in the Financial Proposal shall be without any condition attached and shall be final and binding.
- b) The fee quoted in the Financial Proposal shall be EXCLUSIVE of GST.

2.12 Late Proposals

Proposals received by the Authority after the specified deadline on the Proposal Due Date shall be summarily rejected.

2.13 Modification/ substitution/ withdrawal of Proposals

2.13.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, any time prior to Proposal Due Date on the online portal. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the Proposal Due Date.

2.13.2 Any modification in the Proposal or additional information or material supplied after the Proposal Due Date, unless the same has been sought for by the Authority, shall be disregarded.

2.14 Opening and evaluation of Proposals

2.14.1 The received Technical Proposals shall be opened, by the tender opening committee of the Authority, in presence of the Applicants at scheduled date and time, intimated in prior by the Authority.

2.14.2 Prior to evaluation of Proposals, the Authority shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) The Technical Proposal is received in the specified format.
- b) It provides all information as requested in the RFP; and
- c) It does not contain any condition.

2.14.3 Eligibility of the each of the Applicants shall be ascertained as per the Conditions of Eligibility. Technical Evaluation shall only be done for Applicants meeting Conditions of Eligibility.

2.14.4 After Technical Evaluation, Financial Proposals shall be opened by the tender opening committee of the Authority, at a scheduled date and time, to be intimated to technically qualified Applicants in advance by the Authority.

2.14.5 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

2.14.6 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the project is subsequently awarded to it.

2.15 Clarifications

- 2.15.1 The Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarifications shall be provided within the time specified by the Authority for this purpose. Any request for clarifications and all clarifications in response thereof, shall be in writing.
- 2.15.2 If an Applicant does not provide clarifications sought within the specified time, its Proposal may be rejected by the Authority. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by interpreting the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.16 Award of the Project

- 2.16.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the 'Selected Applicant' and the Selected Applicant shall, within SEVEN days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next lowest-ranking Applicant may be considered, at the sole discretion of the Authority.

2.17 Fraud and corrupt practices

- 2.17.1 The Applicants and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, been involved in any corrupt, fraudulent, coercive, undesirable, and/ or restrictive practice (collectively referred to as 'Prohibited practices') in the selection process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD/ Performance Security.
- 2.17.2 Without prejudice to the rights of the Authority and the rights and remedies which the Authority may have under the LOA, if an Applicant is found by the Authority to have, directly or indirectly or through an agent, been involved in any Prohibited practice during the selection process, or after the issue of the LOA, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to be involved in such Prohibited practice.
- 2.17.3 For the purposes of this Clause, the terms shall have the following meaning assigned to them:
- a) "corrupt practice" means 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;
 - b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process.
 - c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation

- or action in the selection process.
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
 - e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the selection process.

2.18 Conflict of Interest

The Applicant shall not have a Conflict of Interest and any breach thereof shall constitute a breach of the LOA.

2.19 Indemnity

The Selected Applicants shall indemnify the Authority for any direct loss or damage that is caused due to any deficiency in Services.

2.20 Applicable law

The selection process shall be governed by, and construed in accordance with, the laws of India and the Courts in Uttarakhand shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the selection process.

2.21 Pre-Bid Conference

A pre-bid conference of the Applicants shall be convened at the designated date, time and place. The pre-bid conference may also be attended online using the video conferencing link shared by the Authority on request of the bidder.

3 TERMS OF THE PROJECT

3.1 Key details

- a) UGVS plans to onboard Service Provider for different product categories, to function as a link between the State’s suppliers and the wider market. The product categories and designated products are as below:

Product category	Designated Products
1.	Millets and grains: Jhangora, Mandua and Chaulai
2.	Pulses: Bhatt Dal, Gehat Dal, Toor Dal, Chakrata Rajma, Chitra Rajma, Harshil Rajma and Munsiyari Rajma
3.	Oils
4.	Turmeric
5.	Millet Flour (Atta)
6.	Tea and herbs

- b) Applicants can submit proposals for one or more product categories.
- c) A separate contract shall be entered into with the selected Service Provider for each product category, irrespective of the fact that one Applicant may be declared as the selected Service Provider for more than one product category.

3.2 Contract period

- a) The contract period shall be 24 months.
- b) The contract period may be extended by another 12 months, at the sole discretion of the Authority, based on the performance of the Service Provider and the overall sales and profitability of the concerned product category. In case of extension being granted by the Authority post the initial 24 month period, the Logistics Fee and Processing Fee payable to the Service Provider shall be escalated by 5%.

3.3 Roles and responsibilities of UGVS

- a) Share the list of Designated Suppliers that will act as the supplier base for procurement of raw materials by various Service Providers.
- b) Share the procurement plan ('Procurement Plan') with the Service Providers, at least one month before the procurement season, including the list of Designated Suppliers, estimated quantity of raw materials to be procured, and corresponding approved procurement price range for each product.
- c) Procurement plan shall quantify quantum of working capital advance ('Advance') to be provided by UGVS to the Service Providers for procurement of raw materials from Designated Suppliers. To avail of the Advance, the Service Providers shall provide a bank guarantee of the amount equivalent to the working capital advance provided by UGVS.
- d) Support the Service Providers in procurement and collection of high-quality raw materials from Designated Suppliers.
- e) Provide primary packaging materials (pouches, jars, bottles, etc.) and secondary packaging materials (cartons, gunny bags, boxes, etc.) to a Service Provider at designated hand-over points in Dehradun.
- f) Record the weight and quantity of processed products received from the Service Provider.
- g) Pay the logistics fee ('Logistics Fee'), including cost of quality testing, loading and unloading, transportation, etc. as per the specified distance-fee chart along with GST as applicable, to the Service Providers for collection of raw materials from Designated Suppliers and delivery of final processed products at designated delivery centres in Dehradun.
- h) Pay the Processing Fee to the Service Provider along with GST as applicable.
- i) Undertake regular monitoring of products, facilities, pricing, and market feedback.
- j) Undertake random sampling of processed products being supplied by a Service Provider to check their compliance with Food Safety and Standards Authority of India (FSSAI) norms and other extant Government regulations. UGVS may do this on its own or through a third party.

3.4 Roles and responsibilities of the Service Provider:

- a) Open a dedicated bank account in a scheduled commercial bank to receive and disburse the working capital Advance from UGVS. The Advance shall be used only for the purpose of procurement of designated products from Designated Suppliers, unless approved by the Authority in writing.

- b) Provide a bank guarantee to seek the Advance from the Authority which shall be deposited in the dedicated bank account.
- c) Submit transaction statements of the bank account to the Authority on the last day of each month or whenever required by the Authority.
- d) Procure high-quality raw materials from Designated Suppliers, as per the procurement plan formulated by UGVS, and transport the same to the processing centre. The cost of quality control, bagging, loading, unloading and transportation etc. shall be borne by the Service Provider and reimbursed later based on normalised rates. The procurement of raw materials shall be within the price range approved in the Procurement Plan. The Service Providers shall pay the Designated Suppliers within FIVE days of procurement, from the Advance provided by UGVS.
- e) Pick up primary and secondary packaging materials from UGVS' designated hand-over points in Dehradun and transport the same to the processing centre. The loading, unloading and transportation charges shall be borne by the Service Provider.
- f) Undertake high quality sorting, grading, processing, quality checks and packaging of procured products in full compliance with the regulations of the Food Safety and Standards Authority of India (FSSAI); extant guidelines of the Central and State Government; and industry best practices. Affix the labels on finished products as per FSSAI guidelines.
- g) Deliver processed products to the designated delivery centres in Dehradun. The transportation, loading and unloading charges shall be borne by the Service Provider.
- h) Undertake necessary precautions to prevent damage or deterioration of raw materials and finished products during storage, processing, and transportation.
- i) Address complaints of substandard or damaged products and/ or packaging by way of replacement and/ or refunds, the cost of which shall be borne by the Service Provider.

3.5 Processing requirements

- a) The list of products, projected quantity and broad processing activities to be undertaken by the Service Providers are as below. UGVS reserves the right to introduce additional items in the Procurement Plan.

S No	Designated Products	Indicative availability per annum (MT)	Raw material provided by UGVS	Processing required by Service Providers
1	Jhangora (Barnyard millet)	50	Threshed grains	a) CO ₂ fumigation, Winnowing, drying, sorting, cleaning, grading, de-husking, and packaging. b) Primary packaging in 1kg and 500 gm packets + other smaller gift packaging c) 20 kgs secondary packaging.
2	Mandua (Finger millet)	50		
3	Chaulai (Amaranth grain)	50		
4	Bhatt Dal	10		

S No	Designated Products	Indicative availability per annum (MT)	Raw material provided by UGVS	Processing required by Service Providers
5	Gehat Dal	10	Threshed pods	a) CO ₂ fumigation, drying, cleaning, sorting, grading, separating, destoning, , and packaging. b) Primary packaging in 1kg and 500 gm packets + other smaller gift packaging c) 20 kgs secondary packaging.
6	Toor Dal	10		
7	Chakrata Rajma	20		
8	Chitra Rajma	50		
9	Harshil Rajma	20		
10	Munsiyari Rajma	20		
11	Turmeric powder	10	Turmeric powder	d) CO ₂ fumigation, sifting, cleaning, and packaging in 100 gm packets + other smaller gift packaging. a) 5 kg secondary packaging.
12	Oils	2	Oil	Filtering and bottling Note: Bottles, jars and small gift packaging will be provided by UGVS.
13	Millet Flour (Atta)	-	Threshed grains as required for flour	a) Winnowing, drying, sorting, cleaning, grading of grains and subsequent milling into flour. b) Entoleter process. c) Packaging in 1 kg and 2 kg packets + other smaller gift packaging d) 20 kg secondary packaging.
14	Tea and herbs	0.2	Loose processed leaves	a) Cleaning, sorting, and grading b) Packaging in 30 gm, 50gm, 100 gm and 250gm gm packets + other smaller gift packaging.

- b) The quantities mentioned above are indicative. Actual quantities may vary depending on seasonality, product availability and prevailing market conditions. These shall be finalised in the Procurement Plan to be issued by UGVS.
- c) On certain occasions, the Service Provider may be required to undertake packaging in smaller sizes than specified above.

3.6 Key operational details:

- a) UGVS shall issue an order in writing to a Service Provider for procurement and processing of materials. The date shall be referred to as the Order Date.
- b) The Service Provider shall collect raw materials from Designated Suppliers across Uttarakhand, in co-ordination with UGVS and nominated officers.
- c) The Service Provider shall procure primary packaging materials from the designated hand-over points in Dehradun within SEVEN days of the Order Date.
- d) The Service Provider shall undertake processing, packaging, and delivery of the packaged products to the designated delivery centres within FIFTEEN days of the Order Date, or any other date communicated during the order, unless an extension is granted by UGVS.
- e) The Service Provider shall raise an invoice after successful delivery of the processed products. The invoice shall comprise three components:
 - i. Procurement Cost paid to the Designated Suppliers
 - ii. Logistics Fee; and
 - iii. Processing Fee
- f) **Procurement Cost:** UGVS will reimburse the procurement cost incurred by the Service Provider, net of the Advance paid by UGVS to the Service Provider, after verifying the invoice against data received from Designated Suppliers.
- g) **Logistics Fee:** UGVS will pay the Logistics Fee to the Service Provider on a flat rate basis (INR per quintal of raw material procured from a particular district) irrespective of the actual logistics cost incurred in primary quality checks and transportation of raw materials from pickup points (say 3-4 per district) to the Service Provider's processing facilities.
- h) The Logistics Fee shall cover all activities undertaken by the Service Provider in primary quality checks and transportation of raw materials from the pickup points to the Service Provider's processing facilities, including but not limited to – quality checks, weighing, bagging, loading, unloading, transportation, road tolls etc.
- i) The Logistics Fee payable by UGVS to the Service Provider shall be calculated at a rate of INR 2 per quintal per km. And the distance calculated shall be as per the table below.

S No	District	Approx. distance between Dehradun city area and respective district
1	Almora	370
2	Bageshwar	340
3	Chamoli (Gopeshwar)	260
4	Champawat	420
5	Dehradun (including city influence area)	10
6	Haridwar	70
7	Nainital	320
8	Pauri	170
9	Pithoragarh	500
10	Rudraprayag	200
11	Tehri Garhwal	110
12	Udham Singh Nagar	260
13	Uttarkashi	150

- j) **Processing Fee:** UGVS will pay the Processing Fee to the Service Provider based on the processing fee quoted in his Financial Proposal and the net weight of finished product supplied to UGVS.
- k) In case of delay in supply of final products by a Service Provider, a penalty equivalent to 0.25% of the Processing Fee amount shall be levied on the Service Provider for each day's delay subject to a maximum of 5%; provided that no penalty shall be levied in case the delay is attributable to UGVS.
- l) UGVS will endeavour to pay the Procurement Cost, Logistics Fee and Processing Fee to the Service Provider within THIRTY days of the date of receipt of the invoice from the Service Provider. GST, as applicable, shall be paid extra by UGVS.
- m) In case any case of non-adherence with FSSAI and other extant regulations is detected in final products during random sampling and testing, UGVS retains the right to impose a cash penalty and/ or encash the performance security partially or fully and/ or terminate the contract with such Service Provider. The exact penalty shall be decided at the sole discretion of Secretary, Department of Rural Development, Government of Uttarakhand, after giving an opportunity of being heard to such Service Provider.
- n) In case of gross negligence, willful default and/or repeated non-adherence to contractual terms by a Service Provider, UGVS reserves the right to terminate the contract with such Service Provider without assigning any reasons, after issuing a one-month notice.

4 CONDITIONS FOR ELIGIBILITY OF APPLICANTS

4.1 Eligibility conditions

- 4.1.1 The Applicant shall be an Indian Company/ Firm/ LLP/ proprietorship. Applicant shall provide company registration/ incorporation certificate, Goods and Services Tax (GST) registration certificate and Permanent Account Number (PAN). In case of proprietorship, GST returns and Income Tax Returns for previous financial year need to be provided.
- 4.1.2 The Applicant should have average annual turnover of INR 2 Cr for three previous financial years. Applicant shall provide a certificate from a Chartered Accountant along with his / her UDIN number regarding the same.
- 4.1.3 The Applicant should have positive net worth at the close of FY 2022-23. Applicant shall provide a certificate from a Chartered Accountant regarding the same.
- 4.1.4 The facility (own or leased) where the Applicant intends to undertake processing and packaging should have a minimum built up area of 5,000 sq ft. In case of leased facility, lease should be valid for at least 2 years after the last date of submission of this RFP. Applicant shall provide a self-declaration of information regarding the floor area and ownership/ lease details. The Authority reserves the right to physically inspect such facility. Facility should be in good working condition.
- 4.1.5 The Applicant shall possess the following equipment at the processing facility:
 - a) Manual/ automatic sortex machines
 - b) Manual/ automatic filling and packing machines

- c) Manual/ automatic label pasting machine; and
- d) Manual/ automatic online batch printing machines
- e) CO₂ fumigation machine

The Applicant shall provide a self-declaration of the above information. The Authority reserves the right to physically inspect the equipment.

- 4.1.6 The Applicant shall have the experience of procuring, processing, packaging and storage of agricultural and/ or FMCG products in the current and previous two financial years. The Applicant shall provide a certificate from a Chartered Accountant stating the number of years of experience in above areas.
- 4.1.7 The Applicant shall have the following certifications, licenses and documents (copy of the same to be provided):
- a) FSSAI number for food processing and packing
 - b) Hazard Analysis and Critical Control Points (HACCP) certification
 - c) Food Safety Management System plan
 - d) NOC from fire department
 - e) Factory License
 - f) NOC from State Pollution Control Board
 - g) Employee State Insurance (ESI) and Provident Fund (PF) license
 - h) Mandi license
- 4.1.8 The Applicant should not have been blacklisted by any State or Central Government Department or any State or Central Government PSU. The Applicant shall submit a self-declaration by the head of the Applicant's organisation stating the same.
- 4.1.9 The Applicant shall submit a Power of Attorney as per the format provided, in favour of the Authorised Signatory of the Applicant.

5 EVALUATION PROCESS

The evaluation criteria for assessing the Applicant are as follow:

5.1 Technical evaluation

S No	Criterion	Maximum marks	Scoring pattern
1	Average Annual Financial Turnover over last 3 financial years	15	a) INR 2 to INR 5 Cr – 5 marks b) More than INR 5 Cr up to INR 10 Cr – 10 marks c) More than INR 10 Cr – 15 marks
2	Number of years of experience in procuring, processing, packaging, and storage of agricultural and/ or FMCG products	15	a) 2 to 5 years – 5 marks b) More than 5 years up to 10 years – 10 marks c) More than 10 years – 15 marks

S No	Criterion	Maximum marks	Scoring pattern
3	Facility details – Total built up area for product storage, processing and packaging, etc.	20	a) Built-up area between 5,000 sqft and 10,000 sqft – 5 marks b) Built-up area more than 10,000 sqft and 15,000 sqft – 10 marks c) Built-up area more than 15,000 sqft and 20,000 sqft – 15 marks d) Built-up area above 20,000 sqft – 20 marks
4	Years of experience in supplying agricultural and/ or FMCG products to private companies of repute with Minimum value of products supplied should be INR 50 lakhs per company per annum	15	a) Experience of 2-3 years prior to proposal due date – 10 marks b) Experience of more than 3 years prior to proposal due date – 15 marks c) Documentary evidence including work order(s), or purchase order(s), or invoice(s) to be submitted.
5	Value of procurement of agricultural and/ or FMCG products from SHGs, CBOs, LCs, FPOs across India in 2023-24	15	a) Procurement value above INR 2 Cr and up to INR 5 Cr in 2023-24 – 5 marks b) Procurement value above INR 5 Cr and up to INR 10 Cr in 2023-24 – 10 marks c) Procurement value above INR 10 Cr in 2023-24 – 15 marks
6	Approach and methodology for the project.	20	Presentation to be made to an Evaluation Committee headed by Secretary, Department of Rural Development, Government of Uttarakhand Marks to be awarded based on: a) Certifications of the existing setup – FSSAI License, ISO Certifications, etc. b) Availability of inhouse technology, machines and their reliability and relevance for the project c) In house quality assurance mechanisms d) Evaluation of the Applicant's leadership team. e) Applicant's understanding of the project, proposed approach and

S No	Criterion	Maximum marks	Scoring pattern
			methodology, uniqueness of the proposal, etc.
	TOTAL	100	

5.2 Financial Proposal

- The financial bids of only those Applicants shall be opened, who score not less than **60 (sixty)** marks in technical evaluation.
- Applicants shall quote a Processing Fee (in INR per kg net weight of finished product) for one or more product categories as per the table below.

S No	Designated Product	Processing Fee (INR per kg net weight of finished product) Note – Write 'NA' if not bidding for a particular category
Product Category 1: Millets and grains		
1	Jhangora	_____
2	Mandua	
3	Chaulai	
Product Category 2: Pulses		
1	Bhatt Dal	_____
2	Gehat Dal	
3	Toor Dal	
4	Chakrata Rajma	
5	Chitra Rajma	
6	Harshil Rajma	
7	Munsiyari Rajma	
Product Category 3		
1	Oils	_____
Product Category 4		
1	Turmeric	_____
Product Category 5		
1	Millet Flour (Atta)	_____

S No	Designated Product	Processing Fee (INR per kg net weight of finished product) Note – Write 'NA' if not bidding for a particular category
Product Category 6		
1	Tea and herbs	_____

Note: To be filled and submitted ONLINE in Financial Folder (in excel file) downloaded from the e-portal. No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected.

- c) The Processing fee should account for any moisture, or wastage losses.
- d) The Authority shall determine whether the Financial Proposals are complete, unqualified, and unconditional.
- e) **The Applicant quoting the lowest Processing Fee, for a product category, shall be adjudged as the Selected Applicant for such product category.**
- f) The processing fee quoted, shall also be applicable for similar tasks, undertaken by other affiliated entities under Department of Rural Development, Government of Uttarakhand.
- g) The Authority shall notify the successful Applicant in writing.

6 FORMATS FOR PROPOSAL

The specified formats for different submissions are as follows:

Technical Proposal

- Form 1: Letter of proposal submission
- Form 2: Power of Attorney in favour of Authorised Signatory
- Form 3: Applicant organisation's profile
- Form 4: Facility details
- Form 5: Financial capacity

Financial Proposal

- Form 6: Financial Proposal – For INDICATIVE purposes only

6.1 Form 1: Letter of proposal submission

(On Applicant organisation's letterhead)

Date:

Location:

Shri _____

Uttarakhand Gramya Vikas Samiti (UGVS)

Government of Uttarakhand

Secretariat, Subhash Road

Dehradun

Tel:

Dear Sir,

Subject: Selection of Service Providers for procurement, processing and quality assurance of agricultural products of Uttarakhand

We, the undersigned, offer to provide the services in accordance with your Request for Proposal for the subject project. We are hereby submitting our Proposal, which includes this Technical Proposal, and a separate Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true. We accept that any false information therein may lead to our disqualification. We solemnly affirm that we have not been barred by the Central Government, any State Government, any statutory authority or a public sector undertaking, from participating in any project as on the Proposal Due Date.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

_____ **(Signature of Authorised Signatory)**

Name of Authorised Signatory:

Designation:

Organisation:

Office address:

Mobile:

Email:

Official seal of the organisation:

6.2 Form 2: Power of Attorney in favour of Authorised Signatory

(On an INR 100 non-judicial stamp paper, duly notarised)

Power of Attorney

Subject: RFP for selection of Service Providers for procurement, processing and quality assurance of agricultural products of Uttarakhand

Know all men by these presents, we, _____ (name of organisation) having its registered office at _____ do hereby constitute, appoint and authorise Mr./ Ms. _____ (name and residential address) 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 the above mentioned subject, including signing and submission of all documents and providing information to the Authority, representing us in all matters before the Authority and generally dealing with the Authority in all matters in connection with our Proposal for the said subject.

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

For and on behalf of: _____ **(Name of organisation)**

_____ **(Signature of Head of Organisation)**

Name of Head of Organisation:

Designation:

Mobile:

Email:

Accepted by:

_____ **(Signature of Authorised Signatory)**

Name of Authorised Signatory:

Designation:

Organisation:

Mobile:

Email:

Official seal of the organisation:

Signature and seal of the Notary Public:

6.3 Form 3: Applicant organisation's profile

1. Details of Applicant organisation:
 - a) Name:
 - b) Legal Status:
 - c) Year of Incorporation:
 - d) Country of incorporation:
 - e) Address of the headquarters in India:

2. Details of the single point of contact in the Applicant's organisation (could be the Applicant's Authorised Signatory or any other senior person):
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Mobile:
 - f) Email:

3. List of mandatory documents:
 - a) Copy of company registration/ incorporation certificate, GST registration certificate and PAN.
 - b) In case of proprietorship – GST return and Income Tax return for FY 2023-24.
 - c) Organisation's profile (not more than 5 pages).
 - d) Proof of submission of Earnest Money Deposit (EMD)
 - e) Any other document as per the RFP.

6.4 Form 4: Facility details

(To be self-certified by Applicant. UGVS reserves the right to physically inspect the facility)

S No	Head	Details
1.	Name of the facility	
2.	Address of the facility	
3.	Land area (acres) (Add ownership/ lease details)	
4.	Built-up area (sq ft)	
5.	Certifications/ Licenses/ Documents (Attach copies of each)	a) FSSAI number for food processing and packing b) Hazard Analysis and Critical Control Points (HACCP) certification c) Food Safety Management System plan d) NOC from fire department e) Factory License f) NOC from State Pollution Control Board g) Employee State Insurance (ESI) and Provident Fund (PF) license h) Mandi license
6.	Equipment at the facility (Add details of each)	a) Manual/ automatic sortex machines b) Manual/ automatic filling and packing machines c) Manual/ automatic sticker/ label pasting machine; and d) Manual/ automatic online batch printing machines e) Any other

I certify that the above information is true and can be authenticated by UGVS.

_____ **(Signature of Authorised Signatory)**

Name of Authorised Signatory:

Designation:

Organisation:

Office address:

Mobile:

Email:

Official seal of the organisation:

6.5 Form 5: Financial capacity

(To be certified by the Statutory Auditor with his / her UDIN number)

Name of the Applicant:

1. Financial Details

a) Annual turnover

S No	Financial year	Annual turnover (INR)
1	2022-23	
2	2021-22	
3	2020-21	
4	Total (3 years)	
5	Average (3 years)	

b) Net Worth as on 31 March 2023 was INR _____.

2. Experience details

- a) The company has _____ years of experience in processing, packaging and storage of agricultural and/ or FMCG products as on Proposal Due Date.
- b) The company has supplied agricultural and/ or FMCG products to the following buyer companies (with annual turnover not less than INR 2,000 Cr in FY23):

S No	Name of buying company	Year	Value of products supplied (INR Cr)
1	XXX	2023-24	
		2022-23	
		2021-22	
		2020-21	
		2019-20	
2	YYY		
3	ZZZ		

Note: Add more rows, if required

- c) The company has procured agricultural and/ or FMCG products from the following SHGs, CBOs, LCs, FPOs across India in 2023-24:

S No	Name of SHG, CBO, LC and/ or FPO	Value of agricultural and/ or FMCG products procured (INR Cr, 2023-24)
1		
2		
3		
4		

S No	Name of SHG, CBO, LC and/ or FPO	Value of agricultural and/ or FMCG products procured (INR Cr, 2023-24)
5		
6		
7		

Note: Add more rows, if required

_____ **(Signature of the Authorised Signatory of the Statutory Auditor)**

Name of Statutory Auditor:

Name of Authorised Signatory of Statutory Auditor:

Designation:

Office address:

Mobile:

Email:

Official seal of the Statutory Auditor firm:

6.6 Form 6: Format of Financial Proposal – For INDICATIVE purposes only
 (To be filled and submitted ONLINE in Financial Folder (in excel file) downloaded from the e-portal)

S No	Designated Product	Processing Fee ¹ (INR per kg net weight of finished product) Note – Write 'NA' if not bidding for a particular category
Product Category 1: Millets and grains		
1	Jhangora	_____
2	Mandua	
3	Chaulai	
Product Category 2: Pulses		
1	Bhatt Dal	_____
2	Gehat Dal	
3	Toor Dal	
4	Chakrata Rajma	
5	Chitra Rajma	
6	Harshil Rajma	
7	Munsiyari Rajma	
Product Category 3		
1	Oils	_____
Product Category 4		
1	Turmeric	_____
Product Category 5		
1	Millet Flour (Atta)	_____
Product Category 6		
1	Tea and herbs	_____

- a) Name of Authorised Signatory:
- b) Designation:
- c) Company:
- d) Address:
- e) Mobile:
- f) Email:

¹ Include moisture losses, and wastage losses while calculation

6.7 Form 7: Standard Form of Contract

(To be signed with selected Service Providers, on a Rs 100 non-judicial stamp paper, duly notarised)

This CONTRACT (hereinafter called the "Contract") is made the _____ [number] day of the month of _____ [month], 2024

BETWEEN

Uttarakhand Gramya Vikas Samiti registered in 2004 under the Societies Registration Act 1860, having its registered office at 216, Phase -2, Panditwari, Dehradun, Uttarakhand - 248007, (hereinafter referred to as "Client", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, executors, or any affiliates).

AND

_____ (Name of the selected Service Provider), registered under the Companies Act, 1956, having its registered office at represented by its Head of organisation/ Proprietor/Service Provider/Authorized Signatory, (hereinafter referred to as 'Service Provider', which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, executors).

WHEREAS,

- a) Client aims to procure genuine agricultural and indigenous products from the designated suppliers in Uttarakhand; and sell them as premium branded products, thus facilitating higher income for the State's farmers and suppliers.
- b) Client plans to onboard procurement and processing Service Providers for various product categories and had released a Request for Proposal (RFP) for the same dated _____ (insert date of release of RFP).
- c) The Service Provider has requisite infrastructure and necessary amenities to procure and process the products.
- d) The Service Provider has the requisite approvals, licenses and permits, to undertake the activities mentioned in the scope of work of the Service Provider.

Now therefore, in consideration of mutual convenience herein expressed, the parties agree as follows:

Article 1. Definitions:

- 1.1 "Admixture" means any product other than the designated product.
- 1.2 "Broken grains" shall mean pieces of size below $\frac{3}{4}$ and above $\frac{1}{4}$ of the full-size grains.
- 1.3 "Client" shall mean UGVS or any other affiliated entity under Department of Rural Development, Government of Uttarakhand.
- 1.4 "Damaged or discoloured grains" shall mean those grains that are internally damaged or discoloured.
- 1.5 "Effective Date" means the date of execution of this Contract.

- 1.6 **"Foreign matter"**: means any extraneous matter other than the designated product comprising inorganic and organic matter. Inorganic matter includes but is not limited to metallic pieces, sand, gravel, dirt, pebbles stones, glass, lumps of earth, clay and mud, and any other inorganic waste material. Organic matter includes but is not limited to husk, chaff, straw, weed seeds, other inedible grains and any other organic waste material.
- 1.7 **"Fragments"** shall mean pieces of size equal to or less than the full-size grains.
- 1.8 **"FSSAI"** shall mean the Food Safety and Standards Act, 2006 including its amendments and related rules/regulations.
- 1.9 **"Green grains"** shall mean those grains that are green in colour.
- 1.10 **"Materials"** shall mean ingredients of the product, primary packaging materials (pouches, jars, bottles, etc.) and secondary packaging materials (cartons, gunny bags, boxes, etc.) or any other as and when specified.
- 1.11 **"Nonconforming Product "** shall mean the Product which may not comply with the extant laws, rules, regulations, circulars, and, or the guidelines provided by Client.
- 1.12 **"Partially husked splits and wholes"** (both husked and unhusked) shall mean:
a) Grains or pieces of grains carrying husk on one sixteenth or larger portions.
b) The wholes, whether with husk or without husk
- 1.13 **"Plants"** shall mean facilities where all activities, such as processing and packaging will be undertaken. The Products shall not be processed, packaged and stored, at any location other than the Plant without written approval of Client.
- 1.14 **"Products"** mean the designated products as specified in the RFP and include any addition thereto made from time to time.
- 1.15 **"Slightly touched grains"** shall mean those grains that are superficially damaged or discoloured such damage or discolouration not materially affecting the quality of the grain.
- 1.16 **"Specifications"** means the detailed description for procurement, transportation, processing, quality control, and packaging etc. of products as and when given by Client to the Service Provider, or as per the extant laws of the land.
- 1.17 **"Weevilled grains"** shall mean those grains that are partially or wholly bored or eaten by weevil or other grain insect.

Article 2. Contract period

- 2.1 The contract period shall be 24 months from the effective date
- 2.2 The contract period may be extended by another 12 months, at the sole discretion of the Authority, based on the performance of the Service Provider and the overall sales and profitability of the concerned product category. In case of extension being granted by the Authority post the initial 24 month period, the Logistics Fee and Processing Fee payable to the Service Providers shall be escalated by 5%.

Article 3. Principal to Principal:

- 3.1 Client shall purchase from Service Provider the product on a principal-to-principal basis on the terms and conditions herein contained. Nothing is deemed to constitute or imply any other legal relationship such as principal-agent, master-service or otherwise.
- 3.2 Client shall share the procurement plan ('Procurement Plan') with the Service Provider, at least one month before the procurement season. The Service Provider agrees to

- supply the product as per the delivery schedule stated in the Procurement Plan.
- 3.3 The Service Provider shall pick up primary and secondary packaging materials from Client's designated hand-over points in Dehradun and transport the same to its processing centre. Packaging of the products is required to be in full compliance with the regulations of the Food Safety and Standards Authority of India (FSSAI); extant guidelines of the Central and State Government; and industry best practices. Service Provider shall affix the labels on finished products as per FSSAI guidelines.
- 3.4 The Service Provider shall be individually responsible to comply with all applicable laws, rules, regulations, standards, guidelines and codes of practice and any other statutory provisions and requirements.

Article 4. Quality control:

- 4.1 The Service Provider shall ensure quality of products in full compliance with FSSAI norms and other extant Government regulations. Any changes in the norms shall be made only after it is agreed by both the parties in writing.
- 4.2 The Service Provider shall get the product tested at the laboratories approved by Client or in an NABL-accredited laboratory.
- 4.3 Every batch ready for delivery to Client shall be accompanied by a Certificate of analysis and, laboratory test reports, which must state that the product complies with the statutory requirements; along with a certification by the Service Provider that the product conforms to the required quality in all aspects and respects.
- 4.4 If during the course of inspection, any sample of the Product is at variance from the agreed specifications or provisions of law or otherwise is Nonconforming, the product shall be returned by Client to the Service Provider. In such case, the Service Provider shall dispose of the product and a fresh product batch with the correct specifications will be delivered by the Service Provider to Client at no extra cost to Client.
- 4.5 Products delivered shall be:
- a) Authentic and of merchantable quality,
 - b) Unused, genuine, free from defects and deficiencies and shall conform to the specified standards of quality
 - c) Not adulterated, contaminated, or infected
 - d) Not misbranded, falsely advertised, or falsely invoiced
 - e) As per specifications (or where products are sold by sample in quality, the entire bulk of products shall conform with the sample in quality)
 - f) Safe and contain no hazardous materials
 - g) Fit and sufficient for the purpose for which products are ordinarily used and for any particular purpose made known by Client.
- 4.6 Any defective, or non-conforming product found in any batch of products delivered to Client shall deem to mean that the entire batch is non-conforming in quality. In such cases, even though the Service Provider may have got the entire batch tested at NABL-approved laboratories, such batch shall be deemed to be "Defective" and therefore will not be accepted by Client.
- 4.7 As soon as the Service Provider has been informed of a defective product, either the Service Provider shall be take back the entire batch of the product from all the stores and, or warehouses; and, or delivery points; and, or distribution centers of UGVS, within FOUR days from the date of receipt of the aforesaid intimation, or the goods shall be sent back to the Service Provider by a transporter of Client's choice, at the

Service Provider's cost.

- 4.8 If there is a difference of opinion between Client and the Service Provider about the quality requirement or the product, then such product shall be sent for an independent analysis and the report of such independent analyst shall be final and binding on both the parties. The cost of such independent analysis shall be borne by the party whose opinion is held incorrect.
- 4.9 The Service Provider shall mention the batch number and lot number on the invoice and challan for the products supplied to Client.

Article 5. Product liability or consumer complaint:

- 5.1 In the event of any consumer complaint, it shall be intimated by Client to the Service Provider. The Service Provider shall handle such consumer complaints at its own cost, to Client's satisfaction.
- 5.2 The Service Provider shall be responsible to ensure that the Products meet the specifications and the statutory requirements, and that its functionality or use or utility is as represented to the Customer. In the event of there being any Product liability arising out of the Products for any reason whatsoever, the liability shall be solely and exclusively to the account of the Service Provider and the Service Provider shall indemnify and hold Client and its Directors and employees harmless and defend Client and its Directors and, or employees against any claims, actions, proceedings, or other measures taken in respect of the same.
- 5.3 The Service Provider shall notify Client as soon as possible of a self or government-initiated recall or any government investigation (which notification shall not be later than 3 days from such recall or investigation as the case may be) relating to Products and take reasonable steps to resolve the matter without exposing Client to any liability or risk. The Service Provider shall be solely responsible to Client for making good all damages, liabilities, matters and costs, relating to the Recall or the Recalled Products and make arrangements at the actual cost to remove such Recalled Product from Client's premises or other independent retail outlets or other outlets where Client has already sold or dispatched such Products to such independent retail or other outlets for sale, storage etc. Without prejudice to the aforesaid and to the legal remedies available to Client if the Service Provider fails to remove such Products from location(s) where the Products was delivered to Client by the Service Provider within 30 business days from the date of intimation by Client to the Service Provider, then Client may at its option have such Products transported to the Service Provider's premises (as per the Service Provider's address in Client records), at the actual cost and expenses, which shall be considered to be "To Cost". The Service Provider shall reimburse to Client the value of such recalled Products to the extent of the stocks (either good or damaged) returned by Client to the Service Provider by way of a mutually agreed payment mode.
- 5.4 The Service Provider will be held criminally responsible and liable for the loss or damage to the life of the consumer on account of adulteration in the goods supplied. This shall be without prejudice to the right of Client to proceed against the processor legally for recovery of loss or damages on account of breach of contract.

Article 6. Continuity of supply and timely shipping:

- 6.1. It will be the responsibility of the Service Provider to manage procurement,

processing, storage and transportation such that the Products are available for supply round the year. If deemed necessary, Client shall periodically specify the 'minimum ready-to-dispatch inventory' to be maintained at all times. Client may also share its sales projections (quarterly and annual) and its stock and sales data of all the Products supplied by Service Provider periodically (at least once a month).

- 6.2. In case the relationship is terminated by Client for reasons other than due to product quality, Client shall be liable to purchase the 'minimum ready-to-dispatch inventory' or the ready stocks available with the Service Provider, whichever is lower and the available packaging material lying with Service Provider at the time of announcement of the desire to terminate the relationship. This would include any previous orders pending for fulfilment at the time of the announcement of the decision to terminate the relationship.

Article 7. Penalties for late shipment and product quality issues:

- 7.1. The Service Provider shall undertake processing, packaging, and delivery of the packaged products to the designated delivery centres within FIFTEEN days of the Order Date, or any other date communicated during the order, unless an extension is granted by Client.
- 7.2. In case of delay in supply of final products by a Service Provider, a penalty equivalent to 0.25% of the Processing Fee amount shall be levied on the Service Provider for each day's delay subject to a maximum of 5%; provided that no penalty shall be levied in case the delay is attributable to Client.

Article 8. Price and payment:

- 8.1. The Service Provider will raise the invoice as per the terms contained in the purchase order. Payment of invoice will be made within THIRTY days of receipt of invoice along with a copy of the Purchase Order, Invoice and Batch Certificate of Analysis to the respective delivery location.
- 8.2. The Products processed by the Service Provider as per the terms and conditions of this Contract shall be dispatched or delivered as per the terms mentioned in the Purchase Order. The locations are specified by Client in its Purchase Orders. On the receipt and acceptance of the Product by Client, the ownership of such Product shall transfer from the Service Provider to Client.
- 8.3. The Service Provider shall be responsible and liable for any damage or loss to the stock of the Product, till the time the ownership of the Product passes to Client.

Article 9. Quality parameters:

The Quality Parameter for each Product is specified below for reference only. Client has the right to alter the Quality Parameter at its discretion.

Quality Parameter for each Product (Figures in percentages)

S No	Parameter	Maximum Limit
1	Moisture %	
2	Foreign Matter % - Organic	
3	Foreign Matter % - Inorganic	

4	Admixture/Other edible grain %	
5	Damaged/Discolored grains %	
6	Broken or Fragments	
7	Grain and whole with Husk/Partially Husked %	
8	Green/Immature %	
9	Weevilled %	
10	Slightly touched %	

Article 10. Gift and gratuity policy:

No gifts or gratuities, which have monetary value, are to be given, offered, or encouraged in any way to any employee of Client. Gifts or gratuities include, but are not limited to free goods, tickets to events, special discounts, trips, liquor, food products, meals or personal services paid for by the Service Provider or his agents.

Article 11. Exclusivity

- 11.1. The Service Provider shall not supply the Products to any third party, unless approved in writing by Client.
- 11.2. Throughout the tenure of this contract, the Service Provider shall not use or misuse any brand name owned by Client or any of the materials supplied by Client for the manufacturing or packaging of any other product, either for itself or for any third party.

Article 12. Termination:

- 12.1. Either of the Parties reserves the right to terminate this Contract at any time by serving a written notice of termination to the other Party, with a notice period of THIRTY days. The last date of the notice period shall be treated as the Closure Date.
- 12.2. In the event that the Service Provider enters into liquidation, becomes insolvent, applies for a preventative or suspense contract with its creditors, applies for bankruptcy or has entered against it a decree in bankruptcy or in the event that a major part of the assets or a majority of the voting shares of the Service Provider becomes vested in or subject to the direction and control of another entity, the contract may be terminated immediately at the sole discretion of Client.
- 12.3. In the event of the Service Provider committing default or breach of the terms and conditions of this Contract, Client shall be entitled to forthwith terminate and discontinue this Contract by serving notice on the Service Provider stating the committed breach.
- 12.4. **Upon the termination of this Contract:**
 - a) The Service Provider shall discontinue use of the brand names owned by Client in relation to the Products or any other products.
 - b) The Service Provider shall transfer at cost to Client all unutilised printed packaging material bearing the brand names of Client, and raw material authorised by Client.
 - c) The Client may, at its option, enter a Plant without such entry being deemed a trespass and take possession of all Products, equipment and other materials owned or provided for by Client.

Article 13. Force majeure:

If the performance of this Contract or of any obligation hereunder, except the payment of monies, is prevented, restricted or interfered with by reasons of any cause beyond the reasonable control of the affected party, the party so affected upon prompt notice to the other party shall be excused from such performance to the extent of such prevention, restriction or interference.

Provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance and shall continue performing hereunder with utmost care, whenever such causes are removed. Nothing herein shall be construed to prohibit Client from getting the product processed from sources other than the Service Provider.

Article 14. Notices:

Any notice, consent, authorisation, communication, or approval required to be given hereunder shall be affected by:

- a) Sending it in writing in registered mail addressed to the party:
- b) Transmitting it by fax or by email addressed to the party to be notified who shall acknowledge such receipts in writing.

The writing required in (a) and (b) above shall be sent to address of such party hereinabove set forth or at such other address as may hereafter be designated by such party in writing.

Article 15. Transfer of rights:

Neither party shall be entitled to transfer or assign, partially or entirely, any of its rights or obligation under this Contract to any third party without prior written consent of the other party.

Article 16: Confidentiality:

- 16.1. Each party warrants that it is the owner of all confidential information which may be disclosed by it under this Contract and that it has the right to disclose such information without any obligation to any third party.
- 16.2. Confidential information, for the purposes of this Contract shall mean proprietary information including, but not limited to, terms and pricing under this Contract, proprietary business practice information, trade secrets, financial information, business records, strategies of the parties, technical data including product specification, good manufacturing practice (GMP) guidelines, product formulation or product specification or any other information so classified by the party disclosing the information.
- 16.3. Each party shall hold in confidence and shall not divulge, disclose, or communicate to any third party any confidential information, of a written or oral nature, which is received by it from the other party except for information which is:
 - a) In public knowledge or domain prior to its receipt from the other party or which thereafter becomes part of public domain through no fault of it;
 - b) Lawfully in its possession prior to the time of its receipt from the other party and was not acquired directly or indirectly from any third party under any confidentiality restrictions
 - c) Received after the time of disclosure, from a third party not under a similar obligation of confidentiality to the other party; or
 - d) Independently developed by its employees without access to the other party's

information.

- 16.4. Each party shall not use any of the Confidential Information which it is required to hold in confidence for any purpose other than performance of its obligations under this Contract.
- 16.5. Each party shall restrict access to the confidential information received from the other party to the minimum number of employees necessary for the purpose of performance of its obligations under this Contract and shall use the same standard of care to preserve and safeguard the confidential nature of the information disclosed by the other party as it uses with its own information of a similar kind and shall use its best endeavours to ensure that persons in question keep the said information confidential and comply with this clause.
- 16.6. These covenants shall survive termination of this Contract and suspension of any obligations under this Contract as per terms set out herein.

Article 17. Arbitration:

- 17.1. If any dispute arises between the parties at any time in connection with the validity, interpretation, implementation, or alleged material breach of any provision of this Contract, the parties shall endeavour to settle such dispute amicably.
- 17.2. In case of failure of amicable settlement, the dispute shall be referred to a sole arbitrator appointed by Client and the Service Provider consents for the same.
- 17.3. The venue for the arbitration proceeding shall be at Dehradun, and the language of arbitration shall be English.
- 17.4. The arbitrator's award shall be substantiated in writing. The arbitrator shall also decide on the costs of the arbitration proceedings.
- 17.5. The award passed by the arbitrator shall be final and binding on the parties hereto.

Article 18. Labour laws compliance:

- 18.1. The Service Provider shall, in respect of his people, properly bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuation, pension and provident fund contributions, contribution to worker's compensation funds, employees state insurance and all other fringe and employee benefits (taxes and charges as may be applicable).
- 18.2. The Service Provider shall be solely responsible for his compliance with all statutory and other legal requirements for the time being in force, relating to employment and payment of such staffs (regular or contractual), and all labour laws which shall include but not be limited to the Provident Fund Act, Employees' State Insurance Corporation (ESIC) Act, Minimum Wages Act, Workmen's Compensation Act, Child Labour (Prohibition and Regulation) Act and Labour Welfare Fund Act etc.

Article 19. General:

- 19.1. The parties under this Contract shall act as independent parties on principal-to-principal basis. Under no circumstances shall this Contract be construed as one of agency, Service Providership, joint venture or employment between any of them.
- 19.2. The failure by any party at any time to enforce any of the terms, provisions, or conditions of this Contract or to exercise any right hereunder shall not constitute a

- waiver of the same or party's right thereafter to enforce or to exercise the same.
- 19.3. Neither of the parties shall be entitled to transfer or assign, partially or entirely, any of their rights or obligation under this Contract to a third party without prior written consent of the other party.
 - 19.4. This Contract will be governed by the Laws of India.
 - 19.5. The courts at Dehradun shall have jurisdiction for any disputes related to this Contract.

Article 20. Brand name and intellectual property:

- 20.1. Service Provider acknowledges that the Brand Name (hereinafter "Trademarks") and any Patent Rights of the product are owned by Client or the Client's affiliates and that the Service Provider shall acquire no rights in the trademarks or patent rights.
- 20.2. The Service Provider shall not use the trademarks, other than in connection with the sale of the Products under this Contract and in strict compliance with the instructions of Client.
- 20.3. If at any time during the term of this Contract, the Service Provider becomes aware of an infringement or potential infringement of the trademarks, in any manner including counterfeiting, it shall notify Client, thereof identifying the infringer and the infringement complained of and furnishing the information on which such belief is based.
- 20.4. The Client shall thereupon take such action as it may deem necessary to protect the trademarks and the Service Provider shall render to Client all possible assistance in that regard.
- 20.5. Client shall bear the expense of all such proceedings and retain for its own account any damages and costs awarded to it.
- 20.6. Service Provider shall not without the written consent of Client take any action with regard to such infringement or suspected infringement other than to render all possible assistance as aforesaid.
- 20.7. During the term of this Contract, Service Provider agrees to inform Client of any actual, suspected or threatened infringement of any patent's rights relating to the products. Service Provider also agrees, but only if requested by Client and at Client's expense, to take all action as may be necessary to protect Client's rights on the Products and its patents rights.
- 20.8. If at any time during the term of this Contract, any action is brought against the Service Provider involving the trademarks, then the Service Provider shall promptly notify Client thereof, in writing and Client may in its sole discretion assume control of the defence of such action. In the event, that Client chooses to ensure defence of such action, all expenses incurred in defending such action shall be for the account of Client and Client shall retain for its own account any costs and damages awarded in relation to it.
- 20.9. The Service Provider undertakes that it will neither make nor allow any use of any trademark which in Client's bonafide opinion is similar to any of the trademarks of Client.
- 20.10. The Service Provider will not register nor attempt to register the trademarks either alone or in combination with any other mark or material and will not use the trademarks as part of its corporate name or business style which are similar to

trademarks of UGVS.

Article 21. Modifications:

Any modification or amendment of any of the terms of this Contract shall be valid and binding only if done by a written document signed by or on behalf of the parties hereto.

Article 22. Severability:

If one or more provisions of this Contract are held to be void, voidable, illegal or otherwise unenforceable under the applicable law, such provision shall be excluded from this Contract and the remainder of this contract shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

Article 22. Indemnity:

The Service Provider shall indemnify and keep indemnified Client and its officers against all losses, damages, demands, actions, costs (including those as between attorney and client) charges and expenses for any reasons or as a result of strike, lock-out, industrial action or any act or omission or negligence on the part of the Service Provider or its servants or agents in connection with this Contract and the Service Provider shall, on proper demand, reimburse such losses, damages, costs etc. to Client without any demur or protest.

In witness thereof, the parties hereto, have executed this Contract on the dates hereinabove mentioned.

SIGNED AND DELIVERED
FOR "Client "

Signature

Name:

(Witness 1)

SIGNED AND DELIVERED

FOR "Client"

Signature

Name:

Title:

(Witness 2)
