



## लघु वनोपज प्रसंस्करण एवं अनुसंधान केन्द्र (एम.एफ.पी.-पार्क)

वन परिसर, बरखेड़ा पठानी, भोपाल

(प्रधान कार्यालय-म.प्र. राज्य लघु वनोपज (व्यापार एवं विकास) सहकारी संघ मर्यादित)

टेलीफैक्स- 0755-2970629, 2970630, वेबसाइट : [www.vindhyaerbals.com](http://www.vindhyaerbals.com)

निविदा क्र./एम.एफ.पी.-पार्क/2021/1785

भोपाल, दिनांक : 22.11.2021

संस्थागत अभिकर्ता (Institutional Agency) की नियुक्ति हेतु

### निविदा सूचना का प्रकाशन

लघु वनोपज प्रसंस्करण एवं अनुसंधान केन्द्र (एम.एफ.पी.-पार्क) द्वारा निर्मित विन्ध्य हर्बल्स ब्रांड आयुर्वेदिक औषधियों की देश के विभिन्न राज्यों में की जाने वाली शासकीय आपूर्ति में आवश्यक समन्वय, संवाद एवं निविदा में उल्लेखित कार्यों के संपादन हेतु 'TENDER FOR APPOINTMENT OF INSTITUTIONAL AGENCY FOR ALL INDIA (MULTIPLE STATES) INSTITUTIONAL SALES' (EXCEPT AYUSH DEPARTMENT OF M.P.) की नियुक्ति हेतु निविदायें आमंत्रित की जाती हैं।

निविदा मध्यप्रदेश शासन के ऑनलाइन पोर्टल <https://mptenders.gov.in> पर दिनांक 23.11.2021, सायं 5 बजे से उपलब्ध रहेगी। निविदाकार राशि रुपये 1000/- (एक हजार रुपये) के ई-भुगतान से निविदा क्रय कर दिनांक 06.12.2021, सायं 4 बजे तक तकनीकी एवं वित्तीय निविदा प्रस्ताव निर्धारित शर्तों एवं प्रारूप अनुसार ऑनलाइन भर सकते हैं। सुलभ सन्दर्भ हेतु निविदा केन्द्र की वेबसाइट [www.vindhyaerbals.com](http://www.vindhyaerbals.com) पर भी उपलब्ध रहेगी।

म.प्र. माध्यम/102718/2021

मुख्य कार्यपालन अधिकारी



**TENDER FOR APPOINTMENT OF INSTITUTIONAL AGENCY  
FOR  
ALL INDIA (MULTIPLE STATES) INSTITUTIONAL SALES  
(EXCEPT AYUSH DEPARTMENT OF M.P.)  
FOR MINOR FOREST PRODUCE PROCESSING & RESEARCH CENTRE  
(MFP-PARC) BHOPAL**



**MINOR FOREST PRODUCE PROCESSING & RESEARCH CENTRE**  
(An ISO 9001:2015, EMS 14001:2015 & GMP Certified Unit)  
Van Parisar, Barkheda Pathani, Bhopal – 462021, Madhya Pradesh  
A Unit of MP State Minor Forest Produce (T&D) Co-operative Federation Ltd. Bhopal, Madhya Pradesh  
Tel: (0755) 2970629, 2970630 Fax: (0755) 2417670  
Visit at [www.vindhyaerbals.com](http://www.vindhyaerbals.com), E-mail: [mfpparc@gmail.com](mailto:mfpparc@gmail.com)

**Notice Inviting Tender****Tender for Appointment of Institutional Agency for All India (Multiple States) Institutional Sales  
(Except Ayush Department of M.P.)****For Minor Forest Produce Processing & Research Centre (MFP-PARC)**

1	Tender Reference	MFP-PARC/NIT/IA/2021/1787, Dated 22/11/2021
2	Commencement & download of e-Tender from website- <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>	23/11/2021 from 5.00 PM
3	Last Date & Time for online sale of e-Tender Document	06/12/2021 up to 4.00 PM
4	Last Date & Time for submission of Tender documents ONLINE (TECHNICAL & FINANCIAL BID)	06/12/2021 up to 4.00 PM
5	Last Date & Time for submission of TECHNICAL BID (Hard Copies)	06/12/2021 up to 5.30 PM
6	Date & Time of TECHNICAL bid opening	07/12/2021 from 4.00 PM
7	Date & Time of FINANCIAL bid opening	Will be informed through email, and online e-portal <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> after evaluation of technical bid
8	Cost of Tender document	Rs. 1000/- (Rupees One Thousand ) Through online mode only
9	Earnest Money Deposit (EMD) at the rate of 1% of minimum business guarantee of 5 <sup>th</sup> years target	Demand Draft (DD) in favor of "Chief Executive Officer, MFPPARC", payable at BHOPAL
10	Online Tender Processing Fees	As per term & condition of MP Govt. Online Portal fee to be paid through E-payment.
11	Address for communication	Chief Executive Officer, MFP-PARC, Barkheda Pathani, Bhopal

Note- It may be ensured that the DD of Earnest Money should bear the date after the date of Notice Inviting Tender (NIT)

- Institutional Agency registered in India is to be appointed for All India (except Ayush Department M.P.) as explained in **Table-1**. Eligible firm/agency may submit tender for All India Institutional Sales (except Ayush Department M.P.) Earnest Money is to be deposited in the form of Demand Draft issued by a Nationalized or Scheduled bank drawn in favor of "**Chief Executive Officer, MFP-PARC,**" payable at BHOPAL.
- The interested companies/Firms/ Agencies may put the TECHNICAL BID complete in all respects along with Earnest Money Deposit EMD at the rate 1% of minimum business guarantee for 5<sup>th</sup> years target as the case may be (**Explanation:- Minimum business guarantee For All India Institutional Sales (except Ayush Department of M.P.) is Rs. 25 Crore for 5<sup>th</sup> year's. Its EMD would be Rs 25 Lakh**) and other requisite documents mentioned in tender documents must be submitted in hardcopies up to **5.30 PM on dated, 06/12/2021** in the Tender Box kept in office of the Chief Executive Officer, Minor Forest Produce Processing & Research Centre (MFPPARC), Van Parisar, Barkheda Pathani, Bhopal.
- The interested companies/Firms/Agencies may submit their TECHNICAL & FINANCIAL BID through <https://mptenders.gov.in> (ONLINE) up to **06/12/2021 till 4.00 PM**
- The tenders shall not be entertained without hardcopies & EMD and after above mentioned deadline under any circumstances whatsoever.
- The tender, which is not accompanied by the requisite Earnest Money Deposit (EMD), shall be summarily rejected. The Chief Executive Officer, MFPPARC, Bhopal reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- Validity of the Tender Offer will be 180 Days from the opening of the bid.

**Chief Executive Officer  
MFPPARC, Bhopal**

**1. GENERAL INSTRUCTIONS**

- 1.1 All tender documents shall be submitted by the tenderer in hard copy to the department.
- 1.2 The tenderer must read carefully scope of work and all the terms & conditions before filling up the tender schedule and quotation. Any clarification regarding scope of work may be obtained by sending request through email to mfpparc@gmail.com.
- 1.3 In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Bhopal only to Chief Executive Officer, Minor Forest Produce Processing & Research Centre (MFP-PARC).
- 1.4 The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document including Agreement. It may be noted that the tender notice is only for entering into contract and shall not be construed as guarantee for award of work without assigning any reason whatsoever may be.
- 1.5 Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract. The tenderer will be bound by all terms, conditions & specifications as detailed anywhere in the tender documents.
- 1.6 Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- 1.7 Tenders related with Technical bid will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. The same will be applicable for online submission of documents. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.
- 1.8 SUBMISSION OF BIDS- The tender shall be submitted through online and offline mode. For offline, the sealed cover to be super scribed as "Tender for Appointment of All India (Except Ayush Department of M.P.) Institutional Agency" for MFP-PARC, Barkheda Pathani, Bhopal Notification no MFP-PARC/NIT/IA/2021/1787, Dated 22/11/2021
- 1.9 The tender shall be addressed to the Chief Executive Officer, Minor Forest Produce Processing & Research Centre (MFPPARC), Van Parisar, Barkheda Pathani, Bhopal
- 1.10 Bid for tender shall be submitted in one sealed envelope placed inside a main sealed envelope. The envelope inside the main envelope should contain the following;

Marked on the cover	Contents of Envelope
Technical Bid	Should contain EMD in original & other requisite documents as per tender document along with ANNEXURE 1-9

- 1.11 On all these envelopes the name of the firm must be clearly mentioned and should be properly sealed, seal means wax sealed or sealed with PVC tape/ Adhesive tape, the document should not be sealed merely with gum or stapler pin. These envelopes are to be placed inside an outer envelope and properly sealed as mentioned above. The tenders which are not submitted in above mentioned manner shall be summarily rejected All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer with date. No errors or overwriting shall be permissible unless signed by the tenderer with date.
- 1.12 The tenderer shall quote the commission/ Trade discount rate in FINANCIAL BID in (percent) %, through ONLINE mode only, for the works to be carried out as per 'Scope of Work'. There is no need of submitting it in hard copy with tender document of Technical bid.
- 1.13 The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses, in case of the authorized representative, a duly certified copy of signed authorization; it is that behalf shall accompany the tender. In case of the partnership firm, attested true copy of the partnership deed must be

submitted along with the tender. Similarly in case of company the attested copy of Memorandum of Article & Association.

- 1.14 Interest shall NOT be payable on the Earnest Money and security deposit.
- 1.15 The Earnest Money of the successful tenderer will be adjusted towards '**Security Deposit**' and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.

**Note:- Financial bid shall be submitted through online mode only.**

**The "Financial Bid" of only those qualified in TECHNICAL BID, will be opened online at the office of the Chief Executive Officer, Minor Forest Produce Processing & Research Centre (MFPPARC), Van Parisar, Barkheda Pathani, Bhopal.**

## 2. SCOPE OF WORK FOR APPOINTMENT OF INSTITUTIONAL AGENCY

- 2.1 Exploration of procurement need of AYUSH/other Govt./Semi Govt. department/ institutions/organization.
- 2.2 Meeting with related department/Gol officials as a marketing Agency of MFPPARC for supply needs.
- 2.3 Timely updation to MFP-PARC regarding status of procurement process of Ayurvedic and herbal medicines by procuring dept/Institution/organization.
- 2.4 Act as a facilitator for MFP-PARC for participation in tender or participate directly for supply of Vindhya Herbals & Ayurvedic products produced by MFP-PARC.
- 2.5 To guide MFP-PARC regarding Vindhya Herbals products for which tendering to be done along with suggested rate and packaging size .
- 2.6 Participate as authorized marketing representative of MFP-PARC during entire process of tender till the opening of financial bid. Present any necessary documents as required by tendering agency before tendering committee after officially obtaining it from MFP-PARC.
- 2.7 Up-dation of process of tendering to MFP-PARC.
- 2.8 As a part of tendering process authorized to sign relevant document /(MoU Rate Contract) if required but only after information and getting approval as and when desired before final issue of procurement order.
- 2.9 Insuring proper packaging of medicines as per order (like center wise kits, coding, labeling on carton) to ensure proper delivery.
- 2.10 Arrangement of local logistics, which includes arrangement of vehicle, loading of medicines, documentation and any other such activities till final dispatch of consignment from factory premises to final destination.
- 2.11 Fulfillment of all legal formalities for transportation which includes Road permit, invoice, transport- L.R. Copies and getting transit insurance etc.
- 2.12 Delivery of consignment at destination point which may or may not includes re-transportation at consignee end. Make arrangement to supervise/monitor the delivery of the medicines and complete verification process at the concerned institution/dispensaries. This will include opening and repacking of entire consignment.
- 2.13 Insuring collection of invoices along with verification certificates, test reports and other document from each and every consignee end and it submit to appropriate designated offices as given in the term and condition of order to the head office.
- 2.14 Follow necessary and timely action to obtain payment from relevant offices and information of the same to MFPPARC.
- 2.15 **Minimum business guarantee for institutional sales of Vindhya herbals products will be for 5 years as explained in TABLE- 1, given below –**

**TABLE- 1**

Work Area	Year Wise Minimum Business Guarantee (In Crore Rupees)		Total Business Guarantee For Tender Period (5 Years)
ALL INDIA- Institutional Sales (EXCEPT AYUSH DEPARTMENT OF M.P.)	1 <sup>st</sup> Year	16 Crore	Rupees 100 Crores
	2 <sup>nd</sup> Year	17 Crore	
	3 <sup>rd</sup> Year	20 Crore	
	4 <sup>th</sup> Year	22 Crore	
	5 <sup>th</sup> Year	25 Crore	

Note – Total turnover for five years is 100 crores, if agent do business more than given target (year wise additional business amount will be considered in the target for next years, and if agent do business less than given target, amount of same difference will be added in next year's target. However in case business target is less than given target then performance security of 1% of short business amount will be placed in addition in form of FDR/DRAFT/ bank guarantee. This performance guarantee will be returned if target is fulfilling in next year's. This is the minimum business expectation of MFP-PARC from the Institutional Agency. However the tenderer may offer business guarantee more than expected minimum sales guarantee for the tender period i.e. five years. Such additional business guarantee offer will get benefit of qualification at technical stage as well as at final evaluation stage.

### 3. INTRODUCTION

- 3.1 Minor forest Produce Processing & Research Centre (MFP-PARC), Van Parisar, Barkheda Pathani, Bhopal is a unit of M.P. State Minor Forest Produce (Trading & Development) Cooperative Federation Ltd., Bhopal is engaged in the manufacturing of herbal products/Pharmaceuticals/ FMCG under the registered brand name of “Vindhya Herbals” in ISO 9001:2015, EMS 14001:2015 & GMP Certified Unit at its registered premises at Barkheda Pathani, Bhopal MFP-PARC is engaged in the business of production and Sale of Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homoeopathy (AYUSH) Medicines and other Herbal products under the Brand Name of “Vindhya Herbals.”
- 3.2 Minor Forest Produce Processing and Research Center (MFP-PARC) has a history of supplying quality Ayurvedic drugs (classical & proprietary) and other herbal products to AYUSH and other govt. departments of more than 15 states. MFP-PARC has license to produce more than 350 Ayurvedic formulations.
- 3.3 MFP-PARC intends to supply the medicines to the Government and Semi Government Institutions/Dispensaries of various State Governments. (Department of AYUSH, CCRAS, AIIA, MCDs, Ayurvedic colleges and other Research institutions)
- 3.4 MFP-PARC has decided to appoint an “**Institutional Agency**” to act as a service facilitator and relationship building Agency between MFP-PARC and procuring Govt. dept. etc. to get procurement orders for Vindhya Herbals product from the various Govt. departments (Department of Ayurveda, Yoga & Naturopathy, Unani, Siddha & Homeopathy) and any other Govt. Department of various states of India.
- 3.5 This tender is invited for the appointment of an “**Institutional Agency**” for MFP –PARC to provide the services and coordinate the various activities associated with the supply of Vindhya herbal products to the various State departments and other Central/State/Research/ any other Government institutions of the country.
- 3.6 The appointed agency will present procuring agency as sole authorized representation of MFP-PARC for Marketing of Vindhya Herbals products.
- 3.7 Institutional agency has a designated and defined same is role-as explained in scope of work-at each stage of marketing of Vindhya Herbals products to Govt/Semi Govt. agency right from getting procurement order to obtaining final payment for supplied products.



#### 4. ELIGIBILITY CRITERIA

- 4.1 Manufacturer of Ayurvedic drugs and herbal products and their distributors/representatives are not allowed to participate in tender process in any condition.
- 4.2 Employee and near relative of staff of MP State MFP Cooperative Federation and MFP-PARC are not eligible to participate in this tender. A Certificate for the same on Rs.100/- (Hundred Rupees) stamp paper duly notarized has to be submitted /uploaded with tender documents.
- 4.3 The Institutional Agency must be registered with Tax departments, PAN/TIN/Service Tax, GST etc., which may be applicable.
- 4.4 The Institutional Agency must be registered with the appropriate Registration Authority.
- 4.5 The Registered Office or one of the Branch Office's of the Institutional Agency must be located in Bhopal or anywhere in Madhya Pradesh.
- 4.6 Applicant should have minimum experience of 5 years (prior to the date of advertisement) as an Institutional Agency for Ayurvedic & Herbal products (Supplies of Ayurvedic Medicine Only) marketing to Govt/semi Govt. Agency.
- 4.7 Applicant must have experience of working as Institutional Agency and procurement order from at least 7 states during previous five years.
- 4.8 The average annual turnover should not be less than Rs. 5 crores, per year for the last three years (total turnover not less than 15 crores) in supplies of Ayurvedic Medicine Only. He/She is requested to furnish the proof of turnover.
- 4.9 Institutional Agency must have previous supply records of supply of Ayurvedic drugs in at least 7 states of India.
- 4.10 The agency must have done a total business of Rupees 20 corers in any of last five years for Ayurvedic medicines supplies in govt sectors (Order copy / certificate must be attached)



## 5. TERMS & CONDITIONS

The Agency shall represent on behalf of MFP-PARC in said States/ UTs/any other government semi government institute a and initiate correspondence to put the offer of MFPPARC before the concerned department and fulfill necessary formalities to obtain procurement order. Order received from anywhere in India will be considered as an order of institutional agent. MFP-PARC shall prepare medicines as per the order from the concerned State Government/Institutions. The invoice in respect of such supply shall be raised on the concerned State Government/Institutions as per the order condition and a copy of the said invoice along with all related documents shall be sent to the Agency for follow-up and necessary actions.

The sole responsibility of transportation of consignment from MFP-PARC's factory to concerned destination as per the order shall rest with the appointed Institutional Agency. All costs involved in the safe transportation including insurance etc. will be borne by the appointed Institutional Agency.

**Verification at destination:** On receipt of information from MFP-PARC about the supply being dispatched, Agency shall:

- Make arrangement to supervise/monitor the delivery of the medicine and complete verification process at the concerned institutions/dispensaries.
- Inform MFP-PARC well in advance about tender and any other purchase process and any details/ documents, etc. required for obtaining payments for the medicines supplied.
- Make arrangements to submit invoices to the proper forum along with all requisite documents as required for initiation of payment formalities. If agent wishes they can supply on their own bills, MFP-PARC will transfer goods after given discount as per agreements.
- Take all necessary and timely actions to obtain payments due to the MFP-PARC for the supplies made by it and for this purpose shall represent and coordinate with the officials of the concerned institutions to which medicines are supplied by the MFP-PARC. Same payment condition will be applicable to dealer as per agreement.
- Submission of report and action taken activities in a prescribed format.

5.1 MFP-PARC will pay to the successful Agency a commission/ Trade discount at the rate quoted by him.

5.2 Institutional Agency will be responsible for getting timely release of payment from the institutional purchase. Institutional Agency has to ensure the payment within 60 days from the date of receipt of consignment to the customer. In case payment is not received within 60 days from the dispatch of consignment of particular supply order a penalty against the institutional Agency will be levied in the following manner:

S.N.	Duration	Penalty on commission/ Trade discount amount
1	Between 90 days and 120 days	0.5%
2	Between 121 days and 150 days	1%
3	Between 151 days and above	1.5%

5.3 MFP-PARC will also pay incentives on early payment to the Agency in the following manner:

S.N.	Duration	Incentive on commission/ Trade discount amount
1	Payment received within 60 days of delivery of consignment	2%
2	Payment received within 120 days of delivery of consignment	1.5%

5.4 The commission/ Trade discount as above shall be due and payable to the Agency only as per financial bid terms. The minimum Business Guarantee shown in TABLE-1 for five years. For over and above business achievement MFP-PARC will also pay additional incentives at following rates:

S.N.	For over and above of minimum business guarantee	Additional Incentive on Total sale amount in %
1	10% over and above business execution	1%
2	20% over and above business execution	2%

- 5.5 The Agency will not enter into any contract on behalf of the MFP-PARC or to make or incur obligations of any kind whatsoever or otherwise commit on behalf of the MFP-PARC in any way other than in accordance with the expressed provisions set out in this documents.
- 5.6 This agreement shall be in operation for an initial period of 5 years from the date of its execution.
- 5.7 On consideration of performance of the institutional agency during the initial contract period and on mutual agreement between MFP-PARC and the Institutional Agency, the period of contract may be extended to another years, which in any case shall not extend more than three years. The terms and condition will remain unchanged. However, the business guarantee for the extended year shall be enhanced as described in contract agreement.
- 5.8 Institutional agency will provide a certificate of execution and completion of job assigned to him as given in scope of work, from the purchasing agency certifying that all jobs related to supply of medicines has been done as per their satisfaction.
- 5.9 Before approaching any state Govt. agency, the institutional agency will obtain a letter of authorization in his favor addressed to the concerned purchasing Govt. agency, explaining the job which has been assigned to the institutional agency related to supply and delivery of medium.
- 5.10 Institutional agency will not proceed to any Govt. Agency (purchaser) for supply of Vindhya Herbals Ayurvedic medicines without obtaining such letter of authorization from MFP-PARC.
- 5.11 Institutional agency will be in regular contact with MFP-PARC informing in writing about the progress being made regarding issue of procurement order, transportation and verification of medicines at delivery points and release of payment. Such information shall be submitted weekly/state wise in a prescribed format as decided by MFP-PARC.
- 5.12 Institutional Agency will be responsible for all TAX liabilities (including GST, TDS, Income Tax and Service Tax) to be paid and no claims will be entertained by MFP-PARC.
- 5.13 By reason of the death of the Institutional Agent or any change in the composition of their firm of which notice shall immediately be given to the company
- 5.14 If the progress made by the Institutional Agency in the considered opinion of the Chief Executive Officer, MFP-PARC are inadequate in accordance with provisions of Para 12 of "Penal Clause". But before passing such termination, sufficient opportunity to Institutional Agency shall be given to present his/her case.
- 5.15 If the Institutional Agency or their firm or any of the partners in the Institutional Agency's firm becomes insolvent or enters into any composition with creditors.
- 5.16 If the Institutional Agency found to be engaged in any unethical, unlawful and criminal activities or practices brining disrepute to MFP-PARC and Vindhya Herbals brand.
- 5.17 The Agreement shall not be assigned or charged or mortgaged by the Institutional Agency.
- 5.18 Chief Executive Officer of MFP-PARC shall take appropriate action against the appointed Institutional Agency on violation or non fulfillment of any of terms and condition mentioned in Agreement or anywhere in the tender document. **The appeal** against such order may be made before Managing Director, MP State Minor Forest Produce (T&D) Cooperative Federation. But such appeal shall be made within 30 days from passing of such order by CEO, MFP-PARC.
- 5.19 If any dispute or difference or questions or claims arises under or in respect of this agreement the same may be referred for arbitration. The arbitrator can be appointed mutually. The arbitration proceedings shall be held at Bhopal and the proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof or enactment for the time being in force.
- 5.20 Any suit or other proceedings relating to any dispute or claims in this agreement shall be subject to the jurisdiction of the courts at Bhopal, Madhya Pradesh only.
- 5.21 In case for non supplies, non participation , debarred , blacklisting of MFP-PARC , institutional agent will not be responsible for same and targets of business will not be applicable in that case
- 5.22 For smooth and seamless execution of the job explained in Scope of work. Institutional Agency may engage the services of state or job specific firm/agency /person for this purpose. However, the list of such firm/agency

/persons to be engaged for services of state or job specific has to be provided duly signed and authorized by the Institutional Agency, during the signing of final agreement an breakup of payments to be made to such state specific firm/agency/person out of final payment to be made to the successful tenderer. In case if agent , wants to bill /sale products in the name of their firm , then MFP-PARC will provide, authorization/ other related documents to agent or their desired dealer, company or institute.

## 6. GENERAL CONDITIONS

- a. A complete set of TENDER documents may be purchased by making online payment of a non-refundable fee of Rs.1000/- (Rupees One Thousand Only) and GST as applicable through <https://mptenders.gov.in> only.
- b. Alternatively, the TENDER document will be available on [www.vindhyaherbals.com](http://www.vindhyaherbals.com) for reference purpose only. Tenders will be opened on the specified date and time in the presence of Applicants/ authorized signatory who choose to attend on the specified date and time.

## 7. EMD (EARNEST MONEY DEPOSIT)

- a. The Earnest Money Deposit (EMD) at the rate of 1% of the amount of minimum business guarantee of the 5th year's target (i.e. 25 Crores).
- b. The Earnest Money Deposit shall be paid only in the form of Demand Draft in favor of "**Chief Executive Officer, MFP-PARC**" payable at Bhopal.
- c. The tender submitted without sufficient EMD shall be summarily rejected.
- d. The EMD of the successful applicants may be adjusted against the **Security Deposit**.
- e. The EMD will be forfeited, if the Applicant withdraws his bid at any point of time after opening of bid or non execution of agreement.

## 8. TENDER BID

- a. The Tender documents will be available for online purchase on <https://mptenders.gov.in> from **23/11/2021 i.e., 05.00 PM to 06/12/2021 up to 4.00 PM**. The tender document can be purchased from <https://mptenders.gov.in> through making online payment of Rs. 1000/- (One thousand Rupees).
- b. The tender will have double Bid Electronic envelopes basis i.e. **Part- I** Technical Bid and Financial Bid **Part- II**. Financial Bid Part II shall be submitted online only. The Technical Bid Part I, will have ANNEXURE- 1-9 along with EMD in original and supporting documents must reach to the Office of the Chief Executive Officer, MFP Processing & Research Centre (MFP-PARC), Barkhera Pathani, Bhopal-462021 by **5.30 PM sharp on 06/12/2021** through registered post/Speed Post/personally/Courier. The received hard copy in technical bid as well as online mode will be examined by the high level committee constituted for this purpose.
- c. The Applicant should furnish the following documents in Technical Bid and all the Annexures to be attached with properly put in an envelope:

**8.1 Documents required for technical bid qualification-**Earnest Money Deposit at the rate of 1% of the 5<sup>th</sup> year's minimum business guarantee/projected by the applicant shall be in the form of Demand Draft in favor of "Chief Executive Officer, MFP-PARC" payable at Bhopal. EMD in any other form like cheque/cash/FDR etc. will not be accepted. Details of EMD should be submitted as per ANNEXURE-1 and same to be uploaded (scanned copies) in Technical Envelope on e-portal <https://mptenders.gov.in>.

- 8.1.1 Copies of Annual Turn Over for the last five years are to be attached duly signed and sealed by Chartered Accountant (C.A.).
- 8.1.2 Copies of Income tax returns filed for the last three years are to be attached.
- 8.1.3 Copies of Certificates/ Agreement regarding serving Ayurvedic companies/agencies as an Institutional Agency.
- 8.1.4 Certified photo copies of orders for last three years obtained by the Agency are to be attached.
- 8.1.5 Certificate of authorized signatory from the firm (if applicable).
- 8.1.6 Notarized certificate on Rs. 100/- stamp paper declaring him or relatives not working as employee of MP State MFP Cooperative Federation and MFP-PARC.
- 8.1.7 List of documents attached and numbered sequentially. (As per Annexure-4-(Check list of the attached documents)
- 8.1.8 Documents as a proof of having office anywhere in the Madhya Pradesh or at Bhopal.
- 8.1.9 All Annexure (1-9) must be submitted in Technical Bid along with the necessary supporting documents.

**8.2 Documents proof required as eligibility qualification in financial bid -**

- 8.2.1 Total Number of year's experience as Institutional Agency.
  - 8.2.2 Number of states business in the last 5 years
  - 8.2.3 Total business procurement since last 5 years from Govt./Semi-Govt. institutions Orders, furnish list
  - 8.2.4 Agencies served in last 5 years
  - 8.2.5 Turnover in the relevant business (since last 5 years)
- 8.3 The Tender document should be signed by the authorized official of the Applicant in all pages with official seal. All the documents enclosed with the TENDER document should also be signed by the authorized signatory of the Applicant.
- 8.4 Authorized Tender committee constituted by Managing Director, MP State MFP Federation, Bhopal will open and evaluate the Technical bid.
- 8.5 The above documents should be sealed in a separate cover super scribed as: "TECHNICAL BID FOR APPOINTMENT OF INSTITUTIONAL AGENCY FOR MINOR FOREST PRODUCE PROCESSING & RESEARCH CENTRE"
- 8.6 The business projection accepted by the tenderer will be binding on the applicant for the full contract period of five years.
- 8.7 MFP-PARC reserves the right to accept or reject the TENDER for all or any one without assigning any reason. Final decision on acceptance of bid will be taken by Chief Executive Officer, MFP- PARC and will be binding for all.

**9. OPENING OF BIDS**

- 9.1 The TECHNICAL BID will be opened on the prescribed time and date **i.e. 4.00 PM on 07/12/2021** in the presence of the authorized signatory of the applicants.

- 9.2 Only authorized signatory of the applicants are entitled to be present at the time of opening of the Bids
- 9.3 The committee constituted by Managing Director, MP State MFP Cooperative Federation Ltd., for this purpose will evaluate the applications on the basis of the supporting documents enclosed by the tenderers.
- 9.4 The unsuccessful tenderer will be duly informed.
- 9.5 A minimum qualification evaluation mark in technical bid is 75, financial bids of only qualified tenderers, will be opened.
- 9.6 The FINANCIAL BID will be opened, who are found successful after evaluation of TECHNICAL BID.

## 10. ACCEPTANCE OF TENDER

- 10.1 The acceptance of the TENDERS for Financial bid will be communicated to the successful tenderer after evaluation of technical bid in writing by registered post/e-mail/Phone/SMS.
- 10.2 The final decision will be taken by Chief Executive Officer, MFP-PARC and will be binding for all. Successful tenderer has to sign the 'Contract Agreement' within 15 days of issue of letter for award of contract, from the date of failing which, the contract may be cancelled and EMD forfeited.
- 10.3 The successful tenderer can propose any other business ideas which can help to promote the sales of Vindhya Herbals medicines/products for institutional supply. It shall be included in the agreement.

## 11. SECURITY DEPOSIT AND AGREEMENT

- 11.1 On being informed about the acceptance of the TENDER and at the time of signing the Agreement, the successful Institutional Agency shall deposit the Security Deposit which would be 1% of business guarantee of 5th years target having validity of period of 5 years as accepted by the applicant.
- 11.2 The security deposit is to be made in the form of Demand Draft/FDR/Bank Guarantee in favour of "Chief Executive Officer, MFP-PARC", payable at Bhopal from any nationalized bank. Earnest Money Deposit may be adjusted against **Security Deposit** on the application of successful tenderer.
- 11.3 The security deposit will be returned on the successful completion of job explained in the SCOPE OF WORK and after expiry of contract period. (i.e five years from the date of signing of Agreement) in case of five years target is achieved before the time period, Security Deposit will be refunded accordingly.
- 11.4 If in any instance the applicant who has been awarded the contract, is found not fulfilling the terms and conditions of the contract, Chief Executive Officer, MFP-PARC will have full authority of forfeiting the security deposit.
- 11.5 No interest will be paid against EMD and security deposit.
- 11.6 The duration of agreement will be initially for a period of 5 years, which may be extended up to 3 more years on mutual agreement between MFP-PARC and Institutional Agency after assessment of job assigned to the Institutional Agency. However, the business guarantee for institutional sales shall be enhanced for next three year as explained in **TABLE-2** given below-

**TABLE-2**

Work Area	Minimum Business Guarantee for the Extended Period 3 Years (In Crore Rupees)	
ALL INDIA- Institutional Sales (EXCEPT AYUSH DEPARTMENT OF M.P.)	6 <sup>th</sup> Years Target	30 Crore
	7 <sup>th</sup> Year Target	32 Crore
	8 <sup>th</sup> Year Target	35 Crore

## 12. PENAL CLAUSE

- 12.1 If the institutional Agency is not able to achieve for a particular s minimum offered Business guarantee (Order) and target fixed for 5 years point number 2.15 of the tender (**Table-1**) and subsequent extended period 3 years as per terms and conditions stated in the tender document point no.11.6 (**Table-2**) than MFP-PARC may terminate the Institutional Agency and forfeit the security deposit as per shortfall in percentage terms of the business.
- 12.2 For shortfall in providing business guarantee points 2.15 (Table-1) of scope of work and Point no. 12.1 of PENAL CLAUSE a deduction from security deposit will be made in same ratio as the shortfall of business guarantee is with respect to business target for that period.
- 12.3 Non-signing of the Agreement within 15 days, issue of letter for award of contract, EMD will be forfeited.

## 13. EVALUATION OF TECHNICAL BID

The technical bids received in the office on scheduled date and time shall be evaluated by the committee constituted for this purpose on the basis of six parameters i.e., (1) Total experience (2) Number of states (business) in last 5 years (3) Total business procurement since last 5 years from Govt./Semi-Govt. institutions (Total List of Past Orders) (4) Agency served (5) Turnover in relevant business (6) Offered business guarantee etc.

The evaluation committee will carry out its evaluation applying the evaluation criteria and point system as explained in TABLE-1. Weight-age for technical bid will be 25 % and weight-age for financial bid will be 75%. The minimum qualifying marks for a bidder to qualify in technical bid is 75 out of 100 marks allotted to six fixed criteria. Criteria will be assessed on the basis of valid documents submitted by the tender. **The following will be the criteria for evaluation of bids as per Annexure -5. The points for criteria's are mentioned in TABLE-3**

- 13.1 **Total Experience-** The applicants must have minimum of 5 years of experience in institutional sales/Govt.supply to participate in tender process.
- 13.2 **Number of states in last 5 years-** Applicants must have produced year wise supporting documents for business carried out in last 5 years to different States of the Country. This will ensure the extent and coverage of business and business guarantee assured by the tenderer. Copies of the supply orders to be enclosed along with the letter of appointment/authorization issued by manufacturing agency in favor of the applicant appointed for the years of business performed. Applicant may get better marking at technical bid stage for higher number of states served and list of same to be submitted along with tender document.
- 13.3 **Total business procurement since last 5 years from Govt./Semi-Govt. institutions (Total Past Orders)-** Applicants shall enclose supporting documents regarding procurement orders executed since last 5 years for entire different states of the country. The details shall be given year wise.
- 13.4 **Agencies served in last 5 years-** Applicants must have enclosed the documents explaining agency served by them in last 5 years. Based on number of Agencies served by Institutional agency marks will be given accordingly. Copy of agreements, authorization letters issued by concerning Agency/Departments must be enclosed.
- 13.5 **Turnover in the relevant business (since last 5 years)-** The average annual turnover should not be less than Rs. 5 cr. per year for the last three preceding years in supplies of Ayurvedic Medicine Only. However, applicants must provide the turnover documents since last 5 years (year wise).
- 13.6 **Maximum. Business guarantee (over and above) for five years-** Minimum Business guarantee as shown in TABLE-1 - The minimum. Business guarantee shown in TABLE-1 for five years. However, applicants can quote over and above this minimum business guarantee. More the business guarantee more the marks will be given.

**Note: - All documents submitted must be certified by C.A. if related with account and sales and by concerned agencies in the case of point's number 8.1 & 8.2 of the tender document.**



**14. Marking Scheme for evaluation of technical bid (Please tick in relevant column)****TABLE-3**

<b>SN</b>	<b>Evaluation Criteria</b>	<b>Marking Scheme</b>				<b>Max. Marks</b>
<b>1</b>	Total Experience (in years)	5-6 years [6 ]	6-7 years [9 ]	7-8 years [12 ]	More than 10 years [15 ]	<b>15</b>
<b>2</b>	Number of states business in last 5 years	Five states (5 Marks) Seven states (8 Marks) Ten states (15 Marks)				<b>15</b>
<b>3</b>	Total business procurement since last 5 years from Govt./Semi-Govt. institutions. Total Past Orders	20 cr. (15 Marks) More than 20 cr. (25 marks)				<b>25</b>
<b>4</b>	Govt. /semi Govt./Cooperative organization/Agencies served in last 5 years	Less than-2 2-3 3-4 4-5 More than-5	[2] Marks [4] Marks [6] Marks [8 ] Marks [10] Marks		<b>10</b>	
<b>5</b>	Turnover in the business since last 5 years from supply/marketing/Institutional Agency Services related in entire country	15-18 Cr. 18-21 Cr. 21-25 Cr. More than-25 Cr.	[5] Marks [10] Marks [15] Marks [25] Marks		<b>25</b>	
<b>6</b>	Maximum business guarantee for five Years over and above for a minimum business guarantee.	Up to 5% Up to 10%	[5] Marks [10] Marks		<b>10</b>	
<b>Total marks</b>					<b>100</b>	

Qualifying marks at technical bid stage shall be 75 of total marks. Financial bid of qualified tenderer in the technical bid stage will only be opened. Weightage for technical bid is 25% and financial bid is 75%.



## 15. Financial Proposal

### Opening:

- (i) Only those financial bids which are technically qualified shall be opened ONLINE. The decision of the Chief Executive Officer, MFPPARC, Bhopal in respect of eligibility of technical and financial bids shall be final and binding on tenderers.
- (ii) The financial proposal shall be opened in the presence of the Tenderer/Tenderers' representatives who choose to attend. The name of the tenderer, the scores shall be read out and recorded accordingly.

### Evaluation:

The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of all other tenderers proposal will be computed as follows:

$$Sf=100 \times Fm/F$$

(F= amount of financial proposal).

### Final Score:

Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 25% for technical proposal and 75% for financial proposal.

$$S=St \times 0.25+Sf \times 0.75$$

**FINANCIAL BID****(ONLINE ONLY)**

<b>Tender Inviting Authority</b>	
<b>Name of the Work</b>	
<b>Tender Ref No</b>	
<b>Bidders Name</b>	
<b>PRICE SCHEDULE</b>	
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, as per tender documents specifications else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>	
<b>Scope of the Work</b>	<b>Proposed Commission/ Trade discount / dealer Discount (in %)</b>
<b>ALL INDIA INSTITUTIONAL SALES (EXCEPT AYUSH DEPARTMENT OF M.P.)</b>	

**Note** – Quoted percentage, will be given in 3 parts, that is 1/3 at time of orders received, 1/3 at time of dispatch of goods, and rest after receipt of payment. Institutional agent, can reappoint various dealers, agency, persons to work on their behalf, and commission/Trade discount or dealer discount can be given directly to related, on written confirmation from agent

Signature &amp; Seal .....

Full Name of the Applicant .....

**ANNEXURE – 1****TECHNICAL BID****Tender for Appointment of Institutional Agency for Minor Forest Produce Processing & Research Centre (MFP-PARC), Bhopal.****LIST OF DOCUMENTS TO BE ATTACHED (ANNEXURE 1-9)**

S.N.	Documents	Enclosed (Yes/No)
1	EMD in the form of Demand Draft @ 1% for the minimum business guarantee or business guarantee projected by applicants for the 5 <sup>th</sup> year.	Yes/ No
2	Copies of Annual Turnover for last 5 years (Audited balance sheet for last 5 years )	Yes/ No
3	Copy of Income Tax Return for the last 3 years	Yes/ No
4	Certificate/ Agreement copy regarding serving for Ayurvedic companies as an Institutional Agency	Yes/ No
5	Copies of total past orders/ certificates are to be attached compulsorily	Yes/ No
6	Authorization for attending Bid Opening (if applicable)	Yes/ No
7	Copy of document related to Establishment of Firm	Yes/ No
8	GST Number	Yes/ No
9	PAN Number	Yes/ No
10	Declaration for non-tampering tender <b><u>ANNEXURE -6</u></b>	Yes/ No
11	No near relative certificate <b><u>ANNEXURE -7</u></b>	Yes/ No
12	Declaration for blacklisting/non-blacklisting <b><u>ANNEXURE-8</u></b>	Yes/ No
13	Undertaking as per <b><u>ANNEXURE-9</u></b>	Yes/ No
14	Documents as a proof of having office in MP or Bhopal.	Yes/ No

**Details of Demand Draft (EMD Deposit)**

EMD	DD No.	Bank	Date	Amount

Signature &amp; Seal .....

Full Name of the Applicant .....

**ANNEXURE – 2****INFORMATION ABOUT THE APPLICANT**

<b>Name of the Applicant</b>	
<b>Name of the Firm</b>	
<b>Registered Office Postal Address</b>	
<b>Telephone</b>	
<b>Mobile</b>	
<b>Fax No</b>	
<b>E-Mail</b>	
<b>Years of Experience as Institutional Agency</b>	
<b>Date of Establishment of Firm</b>	
<b>GST Number</b>	
<b>PAN No.</b>	
<b>Bank Details:</b>	
<b>Name of Bank :</b>	
<b>Account No. :</b>	
<b>Account Name :</b>	
<b>IFSC Code:</b>	

Signature &amp; Seal .....

Full Name of the Applicant .....



**ANNEXURE – 4**

**APPLICANT'S DECLARATION FORM**

1. I/ We ..... hereby declare that I/we are interested in providing my/ our services as Institutional Agency for the products produced by Minor Forest Produce Processing & Research Centre, Barkheda Pathani (MFP-PARC), Bhopal.
2. I/ We hereby declare that I/we are interested in providing my/ our services as institutional Agency as per scope of work mentioned in tender document.
3. I/ We declare that I will charge the percentage as commission/ Trade discount mentioned in **FINANCIAL BID (ONLINE ONLY)** as my/ our commission/ Trade discount from MFP-PARC.
4. I/ We hereby declare that I/We have read and understood all the terms and conditions of the TENDER document and agree to abide by the same.
5. I/ We are ready to sign an agreement on the above mentioned term and conditions with MFP-PARC.
6. I/ We hereby declare that given information true and correct as per my belief and knowledge, while filling up the application form. It may be opened for the Minor Forest Produce Processing & Research Centre, Barkheda Pathani, Bhopal to cancel my agreement or take legal action in case of any false and misleading information given by me/ us is found incorrect.
7. In case if I/ we could not fulfill the terms and conditions, Minor Forest Produce Processing & Research Centre, Barkheda Pathani, Bhopal will have the full authority to claim and forfeit my/ our EMD and/ or security deposit submitted.

**Date:** .....

Signature & Seal .....

Full Name of the Applicant .....

**EVALUATION OF BID**

Name of the Firm: .....

Applied for .....

S.N.	Evaluation Criteria	Information to be provided by the tenderer	Documents Attached (YES/NO)	Page No- (----to --- )
1	Total Experience (in years)			
2	Number of states business in last 5 years			
3	Total business procurement since last 5 years from Govt./Semi-Govt. institutions. Total Past Orders			
4	Govt. /semi Govt./ Cooperative organization/ Agencies served in last 5 years			
5	Turnover in the business since last 5 years from supply/marketing/Institutional Agency Services related in entire country			
6	Maximum. Business guarantee for first five years over and above in %			

Date: .....

Signature &amp; Seal .....

Full Name of the Applicant .....



**DECLARATION FOR NON-TAMPERING OF TENDER DOCUMENT**

(To be Notarized on Rs.100/- Hundred Rupees Non-Judicial Stamp Paper)

I/We/Proprietor/Partner(s)/Director(s) of M/s.-----

hereby declare that I/We have not tampered the any tender documents submitted for issued vide **Tender No.: MFP-PARC/NIT/IA/2021/1787**, **Dated: 22/11/2021** which is downloaded and purchased from the website <https://mptenders.gov.in>

Signature-----

Name-----

Name & Address of the firm-----

-----

**ANNEXURE – 7**

**Performa for no near relative (s) of the Institutional Agency working in MP State MFP Federation, Bhopal and its MFP-PARC office**

**(To be executed on Rs.100/- Stamp Paper and notarized by the tenderer)**

I ..... Hereby declare and certify that none of my relative (s) as defined in the tender document is/are employed in Department of **MP State MFP Federation, Bhopal and its MFP-PARC office** as per detail given below.

In case at any stage, it is found that the information given by me is false/incorrect, MFP-PARC shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

**Signature of the tenderer with seal**

**The near relative (s) means:**

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

**In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors).**

**Any breach of these conditions by the company or firm or any other person, the tender/Award of Contract/Agreement/scope of work will be cancelled** and earnest money/security deposit will be forfeited at any stage whenever it is so noticed.

The MFP-PARC will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in future with regard to this unit.

**Signature of the tenderer with seal**

**DECLARATION REGARDING BLACKLISTING/NON-BLACKLISTING FOR TAKING PART IN GOVT. TENDER**  
(To be executed on Rs.100/- stamp paper and notarized by the Bidder)

I/We Proprietor/Partner(s)/Director(s) of M/s-----hereby declare that the firm/company namely Ms-----has not been blacklisted or debarred in the past by any other Govt./semi Govt./ Organization.

**In case the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled by the tender inviting authority EMD/Security Deposit shall be forfeited.**

Signature-----

Name-----

Capacity in which as signed-----

Name & Address of the firm-----

(Seal of the firm should be affixed)

**Dated Signature of Bidder with Seal**

**UNDERTAKING BY THE INSTITUTIONAL AGENCY (TO AVOID BUSINESS CONFLICT)**

(To be executed on Rs.100/- stamp paper and notarized by the Bidder)

I/We Proprietor/Partner(s)/Director(s) of M/s-----hereby declare that the firm/company namely M/s-----will not be entered or engaged in similar scope of work activities of this tender documents with other competitors liaisoning or manufacturing firms in the allotted in any condition.

**In case the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled by the tender inviting authority and EMD/Security Deposit shall be forfeited.**

Signature-----

Name-----

Capacity in which as signed-----

Name & Address of the firm-----

(Seal of the firm should be affixed)

**Dated Signature of Bidder with Seal**