



Notification no.: MFP-PARC/ NIT/ IA/2017/No. / 1203

Date: 14.06.2017

**REVISED TENDER FOR APPOINTMENT OF ZONAL INSTITUTIONAL AGENCY
AFTER PRE BID MEETING**

FOR

**MINOR FOREST PRODUCE PROCESSING & RESEARCH CENTRE
(MFP-PARC), BHOPAL**



MINOR FOREST PRODUCE PROCESSING & RESEARCH CENTRE

(An ISO 9001:2008, EMS 14001:2004 & GMP Certified Company)

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

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Notice Inviting Tender

Subject- Revised Tender For Appointment of Zone wise (States) Institutional Agency for MFP-PARC, Barkheda Pathani, Bhopal.

1	Tender Reference	MFP-PARC/NIT/IA/2017/No./1203 Date: 14.06.2017
2	Commencement of download of e-Tender from website www.mpeproc.gov.in	15.06.2017 (3.00PM)
3	Last date for sale of e-Tender Document	05.07.2017 till 3:00 PM
4	Pre Bid Meeting	20.06.2017 at 3:00 PM
5	Last date for submission of TECHNICAL BID (Hard Copies)	05.07.2017 up to 4:00 PM
6	Last date for submission of Tender documents ONLINE (TECHNICAL & FINANCIAL BID)	05.07.2017 up to 5.00PM
7	Time & date of opening TECHNICAL bid	06.07.2017 (3.00PM)
8	Time & date of opening FINANCIAL bid	10.07.2017 (3.00PM)
9	Venue of Pre Bid Meeting & Place for opening of Tender bid	MFP-PARC, Barkheda Pathani, Bhopal
10	Address for communication	Chief Executive Officer, MFP-PARC, Barkheda Pathani, Bhopal
11	Cost of Tender document	Rs. 1000/- (Rupees One Thousand) Through online mode only
12	Processing Fees	Rs. 288/- Online Only
13	Earnest Money Deposit (EMD) at the rate of 1.5% per zones minimum business guarantee for 1 st year as the case may be (Table-1 Zone wise Details)	Demand Draft (DD) in favor of Chief Executive Officer, MFPPARC, payable at BHOPAL

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

1. Institutional Agency registered in India is to be appointed for each zone (group of states) as explained in **Table-1**. Eligible firm/agency may submit tender for one or more than one zone on separate tender document.
2. 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, MFPPARC, payable at BHOPAL.
3. The interested companies/Firms/ Agencies may submit the **TECHNICAL BID** complete in all respects along with Earnest Money Deposit EMD at the rate of 1.5% per zones minimum business guarantee for 1st year as the case may be (**Explanation:- For zone 1 minimum business guarantee is Rs. 6 crore for 1st year. Its EMD would be Rs. 9 Lakh**) and other requisite documents up to 05.07.2017 till 4.00 PM in the Tender Box kept in office of the Chief Executive Officer, Minor Forest Produce Processing & Research Centre (MFPPARC), Van Parisar, Barkheda Pathani, Bhopal.
4. The interested companies/Firms/ Agencies may submit the **FINANCIAL BID** through www.mpeproc.gov.in (**ONLINE ONLY**) up to 5.00 PM of 05.07.2017.
5. The tenders shall not be entertained after above mentioned deadline under any circumstances whatsoever.
6. 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.
7. Validity of the Tender Offer will be 180 Days from the opening of the bids.

Chief Executive Officer
MFPPARC, Bhopal

1. GENERAL INSTRUCTIONS

- 1.1 Separate tender document shall be submitted by the tenderer for each zone.
- 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 organisation. 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 (MFPPARC).
- 1.4 The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender including Agreement document.
- 1.5 It may be noted that the tender notice is only for entering into a contract and shall not be construed as guarantee for award of work without assigning any reason whatsoever may be.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 There will be a pre-bid meeting on **20.06.2017** from 3.00 PM in the office of the Chief Executive Officer at Minor Forest Produce Processing and Research Center (MFPPARC), Barkheda Pathani, Near BHEL Township, Bhopal which the intending tenderers may participate to clarify their doubts, if any, regarding submission of tenders and relevant documents.
- 1.10 **SUBMISSION OF BIDS-** The tender shall be submitted in sealed covers super scribed as "Tender For Appointment of "Zonal (South, Eastern, Central, North) Institutional Agency" for MFP-PARC, Barkheda Pathani, Bhopal Notification no MFP-PARC/NIT/IA/2017/No./1203, Dated 14.06.2017.
- 1.11 The tender shall be addressed to the **Chief Executive Officer, Minor Forest Produce Processing & Research Centre (MFPPARC), Van Parisar, Barkheda Pathani, Bhopal.**
Bid for each 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	Shall contain EMD & requisite Documents along with ANNEXURE 1-9

- 1.12 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
- 1.13 The tenderer shall quote the commission 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.
- 1.14 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.
- 1.15 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 in 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.
- 1.16 Interest shall NOT be payable on the Earnest Money and security deposit.
- 1.17 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:- The "Financial Bid" of only qualified tenders in TECHNICAL BID, will be opened online i.e., 3.00 PM on 10.07.2017 at the office of the Chief Executive Officer, Minor Forest Produce Processing & Research Centre (MFPPARC), Van Parisar, Barkheda Pathani, Bhopal . In No case, financial bid shall be submitted with tender document. It has to be submitted only through online mode.

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 (weekly) to MFPRAC regarding status of procurement process of Ayurvedic and herbal medicines by procuring dept/Institution/organization.
- 2.4 Act as a facilitator for MFPPARC for participation in tender or participate directly for supply of Vindhya Herbals & Ayurvedic products produced by MFPPARC.
- 2.5 To guide MFPPARC 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 MFPPARC 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 MFPPARC.
- 2.7 Updation of process of tendering to MFPPARC.
- 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.
- 2.13 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.
- 2.14 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 or term and condition of order to the head office.
- 2.15 Follow necessary and timely action to obtain payment from relevant offices and information of the same to MFPPARC.
- 2.16 Zone wise minimum business guarantee for institutional sales of Vindhya herbals products for 2 years will be as explained in TABLE- 1, given below -

TABLE- 1

ZONES	STATES	YEAR WISE MINIMUM BUSINESS GUARANTEE		TOTAL BUSINESS GUARANTEE FOR TENDER PERIOD (2 years)	Amount of EMD in Rs.
		1st YEAR	2nd YEAR	15 Crores	9 Lakh
SOUTH ZONE	ANDHRA PRADESH	6 Crore rupees	9 Crore rupees	15 Crores	9 Lakh
	KARNATAKA				
	KERALA				
	TAMIL NADU				
	TELANGANA				
	PUDUCHERY				
	GOA				
	ANDMAN				
	LASHDEEP				
	DAMAN & DIU				
	DADAR & NAGAR				
MAHARASHTRA					
EASTERN NORTH EAST ZONE	ASSAM	3 Crore rupees	5 Crore rupees	8 Crores	4.50 Lakh
	MEGHALYA				
	MIZORAM				
	TRIPURA				
	NAGALAND				
	SIKKIM				
	ARUNACHAL PRADESH				
	MANIPUR				
	WEST BENGAL				
	ODISHA				
CENTRAL ZONE	UTTAR PRADESH	20 Crore rupees	24 Crore rupees	44 Crores	30 Lakh
	MADHYA PRADESH				
	BIHAR				
	JHARKHAND				
	CHHATTISHGARH				
	RAJASTHAN				
GUJARAT					
NORTH ZONE	JAMMU & KASHMIR	6 Crore rupees	7 Crore rupees	13 Crores	9 Lakh
	HARYANA				
	PUNJAB				
	DELHI				
	UTTRAKHAND				
	CHANDIGARH				
HIMACHAL PRADESH					
		35 Crore	45 Crore	80 Crores	

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 (Trade & 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 9001:2008, EMS 14001:2004 & GMP Certified Unit at its registered premises at Barkheda Pathani, Bhopal
- 3.2 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."
- 3.3 Minor Forest Produce Processing and Research Center (MFPPARC) 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. MFPPARC has license to produce more than 350 Ayurvedic formulations.
- 3.4 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)
- 3.5 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.
- 3.6 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.
- 3.7 The Institutional agency will present before procuring agency as sole authorized representative of MFPPARC for marketing of Vindhya Herbals products.
- 3.8 Institutional agency has a designated 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 MFPPARC 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, 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 Madhya Pradesh.
- 4.6 Applicant should have minimum experience of 2 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. Applicant must have experience of working as Institutional Agency and procurement order from at least 3 states during previous three years.

- 4.7 The average annual turnover should not be less than Rs. 5 crores, per year for the last three preceding years (total turnover not less than 15 crores) in supplies of Ayurvedic Medicine Only.
- 4.8 Institutional Agency must have previous supply records of supply of Ayurvedic drugs in at least 2 states of the states mentioned in the zone for which tender is being submitted.
- 4.9 The agency must have done a total business of 30% of the first years zone minimum business target as mentioned in TABLE-1 during previous three years, for which tender is being submitted.

5. TERMS & CONDITIONS

- 5.1 The Agency shall represent on behalf of MFP-PARC in said States/ UTs and initiate correspondence to put the offer of MFPPARC before the concerned department and fulfill necessary formalities to obtain procurement order.
- 5.2 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.
- 5.3 The sole responsibility of transportation of consignment from MFP-PARC's factory to various destination/ destinations as per the order shall rest with the appointed Institutional Agency. All costs involved in transportation including any damage of products, insurance etc. will be borne by the appointed Institutional Agency.
- 5.4 **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.
 - 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.
 - Submission of weekly state-wise report and action taken activities in a prescribed format.
- 5.5 MFP-PARC will pay to the successful Agency a commission at the rate quoted by him.
- 5.6 Institutional Agency will be responsible for getting timely release of payment from the institutional purchase. Institutional Agency have 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 amount
1	Between 61 days and 120 days	0.5%
2	Between 121 days and 150 days	1%
3	Between 151 days and 365 days	1.5%
4	Above 365 days	No Commission will be paid

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

S.N.	Duration	Incentive on commission amount
1	Payment received within 45 days of delivery of consignment	2%
2	Payment received within 60 days of delivery of consignment	1.5%

5.8 The commission as above shall be due and payable to the Agency only after the receipt by MFP-PARC of the full payment as per the invoice, less any deduction of statutory nature, and/or as per the order conditions.

5.9 The minimum zonal business guarantee shown in TABLE-1 for two 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 commission amount in %
1	10% over and above business guarantee	0.5%
2	20% over and above business guarantee	1%

5.10 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.

5.11 This agreement shall be in operation for an initial period of 2 years from the date of its execution.

5.12 On consideration of performance of the institutional agency during the initial contract period and on mutual agreement between MFPPARC and the Institutional Agency, the period of contract may be extended to another year, 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.

5.13 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.

5.14 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. Institutional agency will not proceed to any Govt. Agency (purchaser) for supply of Vindhya Herbals Ayurvedic medicines without obtaining such letter of authorization from MFPPARC.

5.15 Institutional agency will be in regular contact with MFPPARC 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 MFPPARC.

5.16 Institutional Agency will be responsible for all TAX liabilities (including Income Tax and Service Tax) to be paid and no claims will be entertained by MFP-PARC.

5.17 Apart from monthly review mentioned in para-17 of tender document, a six monthly review of the progress will be done by the PRINCIPAL. If the institutional agency is not able to achieve minimum first year business target of the zone to the reasonable satisfaction PRICNIPAL will take appropriate action, but not without giving sufficient opportunity to the institutional agency to present their case.

5.18 This agreement shall terminate –

- a. 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
- b. If the progress made by the Institutional Agency in the considered opinion of the Chief Executive Officer, MFPPARC are inadequate in accordance with provisions of Para 12 of "Penal Clause". But before passing such termination sufficient opportunity to Institutional Agency will be given to present his case.
- c. If the Institutional Agency or their firm or any of the partners in the Institutional Agency firm becomes insolvent or enters into any composition with creditors.
- d. If the Institutional Agency found to be engaged in any unethical, unlawful and criminal activities or practices bringing disrepute to MFPPARC and Vindhya Herbals brand.
- e. **If the Institutional Agency found to be engaged in similar scope of work activities of the Agreement & this tender document with other competitors liaisoning or manufacturing firms in the allotted zone. To avoid the business conflict Institutional Agency will submit the undertaking in given format ANNEXURE-9.**

5.19 The Agreement shall not be assigned or charged or mortgaged by the Institutional Agency.

5.20 Chief Executive Officer of MFPPARC 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 with 15 days from passing of such order by CEO, MFPPARC.

5.21 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.

5.22 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.

5.23 For smooth and seamless execution of the job explained in Scope of work. Institutional Agency may engaged services of state or job specific firm/agency /person for this purpose. However, the list of such firm/agency /persons to 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.

6. GENERAL CONDITIONS

6.1 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) as indicated in the advertisement through www.mpeproc.gov.in only.

6.2 Alternatively, the TENDER document will be available on www.vindhyaerbals.com for reference purpose only.

6.3 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)

7.1 The Earnest Money Deposit EMD at the rate of 1.5% of the amount of minimum business guarantee of the zone for 1st year. The Earnest Money Deposit shall be paid only in the form of **Demand Draft** in favor of **"Chief Executive Officer, MFPPARC"** payable at Bhopal.

7.2 The tender submitted without sufficient EMD will be summarily rejected.

7.3 The EMD of the successful applicants will be adjusted, on the date of signing the contract.

agreement against the Security Deposit.

- 7.4 The EMD will be forfeited, if the Applicant withdraws his bid at any point of time after opening of bid / non execution of agreement.

8. TENDER BID

The Tender documents will be available for online purchase on www.mpeproc.gov.in from **15.06.2017** i.e., **3.00PM to 05.07.2017 up to 3.00PM**. The tender document can be purchased from www.mpeproc.gov.in through making online mode of payment of Rs. 1000/- (One thousand rupees).

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 supporting documents must reach to the Office of the Chief Executive Officer, MFP Processing & Research Centre (MFP-PARC), Barkhera Pathani, Bhopal-462021 by 4.00 PM sharp on **05.07.2017** through registered post/Speed Post/personally/Courier. The received technical bids in hard copy as well as online mode will be examined by the high level committee on 06.07.2017

- 8.1 The Applicant should furnish the following documents in **TECHNICAL BID** and all the annexures to be attached with properly put in envelope:

(A) Documents required for technical bid qualification-

Earnest Money Deposit at the rate of 1.5% per zones 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 and in multiple per zones as the case may be. 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 www.mpeproc.gov.in

- a) Copies of Annual Turn Over for the last five years are to be attached duly signed and certify by Chartered Accountant (C.A.).
- b) Copies of Income tax returns filed for the last three years are to be attached.
- c) Copies of Certificate/ Agreement regarding serving Ayurvedic companies/agencies as an
- d) Institutional Agency.
- e) Certified photo copies of total past orders for three years obtained by the Agency are to be attached.
- f) Certificate of authorized signatory from the firm (if applicable).
- g) Notarized certificate on Rs. 100/- stamp paper declaring himself or relatives not working as employee of MP State MFP Cooperative Federation and MFPPARC.
- h) List of documents attached and numbered. (As per Annexure-4-(Check list of the attached documents)
- i) Documents as a proof of having office in MP or Bhopal.
- j) All Annexure (1-9) must be submitted in Technical Bid along with the necessary supporting documents.

(B) Documents (proof) required for Financial bid qualification-

- a) Total experience
- b) Number of states business exceeds Rs. 5 lakh and above in last 5 years
- c) Total business procurement since last 5 years from Govt./Semi-Govt. institutions (Total Past Orders)
- d) Agencies served in last 5 years
- e) Turnover in the relevant business (since last 5 years)

- 8.2 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.

- 8.3 Authorized Tender committee constituted by Managing Director, MP State MFP Federation, Bhopal will open and evaluate the **TECHNICAL BID**.

- 8.4 The above documents should be sealed in a separate cover super scribed as: **"TECHNICAL BID FOR APPOINTMENT OF ZOANL INSTITUTIONAL AGENCY FOR MINOR FOREST PRODUCE PROCESSING & RESEARCH CENTRE"**

- 8.5 The minimum business guarantee accepted by the tenderer will be binding on the applicant for the full contract period of two years.
- 8.6 MFP-PARC reserves the right to accept or reject the TENDER for all or any one without assigning any reason.
- 8.7 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. **3:00 PM on 06.07.2017** 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 of technical bid is 75%, financial bid of only qualified tenderers, will be opened.
- 9.6 The **FINANCIAL BID** will be open, who's 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, MFPPARC and will be binding for all. Successful tenderer has to sign the 'Contract Agreement' within 15 days of issue of letter of 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 Applicant shall deposit the **Security Deposit which would be 2% of total business guarantee as accepted by the applicant for the tender period of 2 years**. The security deposit is to be made in the form of **Fixed Deposit Receipt (FDR)** issued by nationalized schedule bank in favor 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.
- 11.2 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 two years from the date of signing of Agreement)
- 11.3 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.
- 11.4 No interest will be paid against EMD.

11.5 The duration of agreement will be initially for a period of 2 years which may be extended up to 3 more years on mutual agreement between MFPPARC 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

ZONES	STATES	MINIMUM BUSINESS GUARANTEE (Next 3 years) (In Crore rupees)		
		3rd YEAR	4 th YEAR	5 th YEAR
SOUTH ZONE	ANDHRA PRADESH	8 Crores	9 Crores	10 Crores
	KARNATAKA			
	KERALA			
	TAMIL NADU			
	TELANGANA			
	PUDUCHERY			
	GOA			
	ANDMAN			
	LASHDEEP			
	DAMAN & DIU			
	DADAR & NAGAR			
	MAHARASHTRA			
EASTERN NORTH EAST ZONE	ASSAM	8 Crores	9 Crores	10 Crores
	MEGHALYA			
	MIZORAM			
	TRIPURA			
	NAGALAND			
	SIKKIM			
	ARUNACHAL PRADESH			
	MANIPUR			
	WEST BENGAL			
	ODISHA			
CENTRAL ZONE	UTTAR PRADESH	25 Crores	26 Crores	27 Crores
	MADHYA PRADESH			
	BIHAR			
	JHARKHAND			
	CHHATTISHGARH			
	RAJASTHAN			
	GUJARAT			
NORTH ZONE	JAMMU & KASHMIR	8 Crores	9 Crores	10 Crores
	HARYANA			
	PUNJAB			
	DELHI			
	UTTRAKHAND			
	HIMACHAL PRADESH			

12. PENAL CLAUSE

12.1 If the institutional Agency is not able to achieve for a particular zones minimum offered Business guarantee (Order) and target fixed for 2 years and subsequent extended period as per terms and conditions stated in point no. 11.5 of the tender document (Table-2) then 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 2.16 (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, EMD will be forfeited.

13 . EVALUATION OF TECHNICAL BID

The technical bids received in the office on schedule date and time shall be evaluated by the committee constituted for this purpose on the basis of five parameters i.e., (1) Total experience, (2) Number of states (business exceeds Rs. 10 lakh and above) in last 5 years (3) Total business procurement since last 3 years from Govt./Semi-Govt. institutions (Total Past Orders) (4) Agency served (5) Turnover in relevant business. 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 percent and weight-age for financial bid will be 75 percent. The minimum qualifying marks for a bidder to qualify in technical bid is 70 percent of total marks allotted to five fixed criteria. Criteria will be assessed on the basis of valid documents submitted by the tenderer with tender document.

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 2 years of experience in institutional sales/Govt. supply to participate in tender process. If the applicants have more than 2 years experience shall be given mark accordingly. (self certified documents along with C.A. certify balance sheet)
- 13.2 Number of states (business exceeds Rs. 5 lakh and above) in last 5 years-** Applicants must have produce 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 enclose 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 enlisted in the zone for which tender is being submitted
- 13.3 Total business procurement since last 3 years from Govt./Semi-Govt. institutions (Total Past Orders)-** Applicants shall enclose supporting documents regarding procurement orders executed since last 3 years for entire different states of the country. The details shall be given year wise. Applicant may get better marking at technical bid stage for higher value of orders obtained from the states enlisted in the zone for which tender is being submitted
- 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).

Note: -All documents submitted must be certified by C.A. if related with account and sales in case of point 8.1 (A & B)

**Marking Scheme for evaluation of technical bid
(Pls tick in relevant column)**

TABLE-3

SN	Evaluation Criteria	Marking Scheme					Max. Marks																	
		3-5 years [3]	5-6 years [6]	6-7 years [9]	7-8 years [12]	More than 8 years [15]																		
1	Total Experience (in years)						15																	
2	Number of states business exceeds Rs. 5 lakh and above in last 5 years	<table border="1"> <thead> <tr> <th>SOUTH ZONE (12)</th> <th>EAST & NORTH EAST ZONE (11)</th> <th>CENTRAL ZONE (6)</th> <th>NORTH ZONE (6)</th> </tr> </thead> <tbody> <tr> <td>2-4 [5]</td> <td>2-3 [5]</td> <td>1- [5]</td> <td>1- [5]</td> </tr> <tr> <td>5-8 [20]</td> <td>4-8 [20]</td> <td>3- [20]</td> <td>3 - [20]</td> </tr> <tr> <td>8-12 [25]</td> <td>8-11 [25]</td> <td>6- [25]</td> <td>6- [25]</td> </tr> </tbody> </table>				SOUTH ZONE (12)	EAST & NORTH EAST ZONE (11)	CENTRAL ZONE (6)	NORTH ZONE (6)	2-4 [5]	2-3 [5]	1- [5]	1- [5]	5-8 [20]	4-8 [20]	3- [20]	3 - [20]	8-12 [25]	8-11 [25]	6- [25]	6- [25]			25
SOUTH ZONE (12)		EAST & NORTH EAST ZONE (11)	CENTRAL ZONE (6)	NORTH ZONE (6)																				
2-4 [5]		2-3 [5]	1- [5]	1- [5]																				
5-8 [20]		4-8 [20]	3- [20]	3 - [20]																				
8-12 [25]		8-11 [25]	6- [25]	6- [25]																				
3	Total business procurement since last 3 years from Govt./Semi-Govt. institutions. Total Past Orders	Up to 30% of minimum business guarantee for first 2 years [5]					15																	
		Up to 30-60% of minimum business guarantee for first 2 years [10]																						
		Up to 60-100% of minimum business guarantee for first 2 years [15]																						
4	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		10																	
5	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.			[3] Marks [6] Marks [10] Marks [15] Marks		15																	
Total marks							80																	

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

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.

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

TECHNICAL TENDER BID

TENDER for appointment of Zonal Institutional Agency for Minor Forest Produce Processing & Research Centre (MFP-PARC), Bhopal.

LIST OF DOCUMENTS TO BE ATTACHED
(ANNEXURE 1-9)

S. No.	Document	Yes/ No
1	EMD in the form of Demand Draft @ 1.5% for each zones minimum business guarantee or business guarantee projected by applicants	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 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	TIN Number	Yes/ No
9	PAN Number	Yes/ No
10	Declaration for non-tampering tender <u>ANNEXURE -6</u>	Yes/ No
11	No near relative certificate <u>ANNEXURE -7</u>	Yes/ No
12	Declaration for blacklisting/non-blacklisting <u>ANNEXURE-8</u>	Yes/ No
13	Undertaking as per <u>ANNEXURE-9</u>	
14	Documents as a proof of having office in MP or Bhopal.	Yes/ No

Details of Demand Draft

EMD	DD No.	Bank	Date	Amount

Signature & Seal

Full Name of the Applicant

INFORMATION ABOUT THE APPLICANT

Name of the Applicant	:	
Name of the Firm	:	
Registered Office Postal Address	:	
Telephone	:	
Mobile	:	
Fax No	:	
E-Mail	:	
Years of Experience as Institutional Agency	:	
Date of Establishment of Firm	:	
TIN No.		
PAN No.		
Bank Details:	Name of Bank	:
	Account No.	:

Signature & Seal

Full Name of the Applicant

FINANCIAL BID

(ONLINE ONLY)

Tender Inviting Authority	Chief Executive Officer, MFPPARC
Name of the Work	TENDER FOR APPOINTMENT OF ZONAL INSTITUTIONAL AGENCY
Tender Ref No	MFP-PARC/ NIT/ IA/2017/No. /1203, Date: 14.06.2017
Bidder Name	
Applied Zone	
PRICE SCHEDULE (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)	
Scope of the Work	Commission Proposed (in %)
Appointment of Institutional Agency for Government/Institutional supply of Ayurvedic Medicines in multiple States (Zone wise) AYUSH Department & other Govt. institutions of the country.	(ONLINE ONLY)

Signature & Seal

Full Name of the Applicant

APPLICANTS 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 mentioned in **FINANCIAL BID (ONLINE ONLY)** as my/ our commission 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 while filling up the application form. It may be open for the Minor Forest Produce Processing & Research Centre, Barkheda Pathani, Bhopal to cancel my agreement or take legal action in case of any 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

(The applicants must submit separate sheet for each Zone, whichever is applicable)

Name of the Firm:

Applied Zone.....

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 exceeds Rs. 5 lakh and above in last 5 years			
3	Total business procurement since last 3 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			

Date:

Signature & 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 tender document issued vide Tender No.: MFP-PARC/NIT/IA/2017/No./1203, Dated: Dated 14.06.2017 which is downloaded and purchased from the website www.mpeproc.gov.in

Signature

Name_____

Name & Address of the firm

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

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

I

Hereby 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 MFPPARC office** as per detail given below.

In case at any stage, it is found that the information given by me is false/incorrect, MFPPARC 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/scope of work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed.

The MFPPARC 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 the concerned 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 M/s _____
has not been blacklisted or debarred in the past by any other Govt./semi Govt./ Organisation

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 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 zone 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 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

AGREEMENT FOR INSTITUTIONAL AGENCY

This Agreement executed on this day of ----- Between **Minor Forest Produce Processing & Research Centre, (MFPPARC) Unit of M.P. State Minor Forest Produce (T&D) Co-op. Federation Ltd.**, with Registered Office at Van Parisar, Barkheda Pathani, Bhopal – 462021, Madhya Pradesh (hereinafter referred to as **PRINCIPAL** which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **ONE PART**.

AND

M/s. ----- Registered Office at ----- (hereinafter referred to as the **INSTITUTIONAL AGENCY** which expression unless repugnant to the context shall mean and include his heirs, executors, permitted assigns, etc.) of the **OTHER PART**.

INTRODUCTION & GENERAL CONDITIONS:

1. **Minor Forest Produce Processing & Research Centre, 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. departments 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.
2. This Agreement is for Appointment of an "Institutional Agency" for MFP-PARC to provide the marketing 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. The Institutional Agency will present as sole authorized representative of MFPPARC to procuring agencies.
4. Institutional agency has a designated role-as explained in scope of work-at each stage of marketing of Vindhya Herbals products to Govt/Semi Govt. agency from beginning of getting procurement order to obtaining final payment for supplied products.
5. This agreement shall be in operation for an initial period of 2 years from the date of signing of this Agreement.
6. On consideration of performance of the institutional agency during the initial contract period and on mutual agreement between MFPPARC and the Institutional Agency, the period of contract may be extended to another year, 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.
7. 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.
8. Before approaching any state Govt. agency, the institutional agency will obtain a letter of authorization from MFPPARC 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. Institutional agency will not proceed to any Govt. Agency (purchaser) for supply of Vindhya Herbals Ayurvedic medicines without obtaining such letter of authorization from MFPPARC.
9. Institutional agency will be in regular contact with MFPPARC 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 MFPPARC.
10. Institutional Agency will be responsible for all TAX liabilities (including Income Tax and Service Tax) to be paid and no claims will be entertained by MFP-PARC.

**PARTIES HERETO AGREE BY AND BETWEEN THEMSELVES FOR IMPLEMENTATION OF FOLLOWING WORKS
ALSO TERMED AS SCOPE OF WORKS:**

1. To Explore procurement need of AYUSH/other Govt./Semi Govt. department/ institutions/organization.
2. To meet related department/Gol officials as marketing Agency of MFPPARC for their supply needs.
3. Timely updation (weekly) regarding status of procurement process of Ayurvedic and herbal medicines by procuring dept/Institution/organization to MFPPARC.
4. Act as a facilitator for MFPPARC for participation in tender or participate directly for supply of Vindhya Herbals & Ayurvedic products produced by MFPPARC.
5. To guide MFPPARC for participation in tenders for supply of Vindhya Herbals products along with suggested rate and packaging size of the product.
6. Participate as authorized marketing representative of MFPPARC during entire process of tender till the opening of financial bid. Present necessary documents as required by tendering agency, after officially obtaining it from MFPPARC.
7. Updation during process of tendering to MFPPARC.
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.
9. To ensure proper packaging of medicines as per order (like center wise kits, coding, labeling on carton) to ensure proper delivery.
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.
11. Fulfillment of all legal formalities for transportation which includes Road permit, invoice, transport- L.R. Copies and getting transit insurance etc.
12. Delivery of consignment at destination point which may or may not include re-transportation at consignee end.
13. Make arrangement to supervise/monitor delivery of the medicines and complete verification process at concerned institution/dispensaries. This will include opening and repacking of entire consignment.
14. To ensure 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 terms and conditions of the order.
15. Follow necessary and timely action to obtain payment from relevant offices and information of the same to MFPPARC.

WHEREAS

- a) The Principal is engaged in the business of Manufacture and Sale of Ayurvedic Medicines and other Herbal products under the **Brand Name of Vindhya Herbals**.
- b) The Principal intends to supply the medicines to the Government Institutions/Dispensaries to various State Governments,
- c) The Principal is desirous of appointing an Institutional Agency to oversee the various activities, liason/ follow-up actions connected with the supply of Ayurvedic Medicines to the State Government referred to above.
- d) **M/s. -----** has approached the Principal expressing readiness and willingness to act as an Institutional Agency on behalf of the Principal and to render all assistance and help to the principal in the matter.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE BY AND BETWEEN THEMSELVES AS FOLLOWS:-

1. The Principal hereby appoints **M/s. -----** as its Institutional Agency to act for and on its behalf in all matters connected with pursuing orders for bulk supply of Ayurvedic medicines and herbal product manufactured **Minor Forest Produce Processing & Research Centre, MFPPARC under the brand name of Vindhya Herbals**

to the Government Institutions/Dispensaries under the Government of multiple states of the ----- Zone. The state wise zone details given below:-

ZONE	STATES	TOTAL BUSINESS GUARANTEE FOR TENDER PERIOD (2 years)

The said M/s. ----- hereby accepts the said appointment on the terms & conditions set out below.

2. The Institutional Agency shall represent the principal in said States under the -----zone and cause to generate orders in favour of Principal.
3. The payment of supplied medicines should be made in favour of Chief Executive Officer, MFP-PARC, payable at Bhopal.
4. The duration of agreement will be initially for a period of 2 years which may be extended up to 3 more years on mutual agreement between MFPPARC 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 in the tender document.
5. The Institutional Agency has accepted to get a business guarantee of Rs.-----for -----zone in two years and shall provide the principal the orders of such amount..
6. In case of extension of this Agreement for 3 years. The 3rd, 4th and 5th year business target will be as per zonal business target mentioned in TABLE-2 of the tender document. Institutional Agency will have to apply for further extension to Chief Executive Officer, MFPPARC after successful completion of the initial Agreement period of 2 years.
7. The Principal 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 Institutional Agency for liason/follow-up and necessary related actions.
8. The sole responsibility of transportation of consignment from MFP-PARC's factory Barkheda Pathani, Bhopal – 462 021 (M.P.) to various destination/ destinations as per the order shall rest with the appointed Institutional Agency. All costs involved in transportation including any damage of products, insurance etc. will be borne by the appointed Institutional Agency.
9. The Institutional Agency hereby agrees and undertakes that immediately on receipt of information from the Principal about the supply being ready, Institutional Agency shall:
 - a. Make arrangement to supervise/monitor the delivery of the medicine and complete verification process at the concerned institutions/dispensaries. However the delivery of the products shall be to the concerned departments only.
 - b. Inform Principal well in advance about any details/ documents, etc. required for obtaining payments for the medicines supplied.
 - c. Make arrangements to submit invoices to the proper forum along with all requisite documents as required for initiation of payment formalities.
 - d. Take all necessary and timely actions to obtain payments due to the Principal 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 Principal.
10. The Principal hereby agrees and undertakes to pay to the Institutional Agency a commission at the rate of ----- % on basic order price for all the services and assistance rendered by the Institutional Agency to the Principal.

11. Institutional Agency will be responsible for timely release of payment. They have 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 amount
1	Between 61 days and 120 days	0.5%
2	Between 121 days and 150 days	1%
3	Between 151 days and 365 days	1.5%
4	Above 365 days	No Commission will be paid

12. Principal will pay incentive to the Institutional Agency in the following manner:

S.N	Duration	Incentive
1	Payment received within 30 days of delivery of consignment	2%
2	Payment received within 45 days of delivery of consignment	1.5%

13. Besides the above, a slab wise extra commission ranging from 0.5% to 1% of the quoted prices would also be payable depending upon the annual sale in the zone:

S.N	For over and above of minimum business guarantee	Additional Incentive on commission amount in %
1	10% over and above minimum business guarantee	0.5%
2	20% over and above minimum business guarantee	1%

14. The commission as above shall be due and payable to the Institutional Agency only after the receipt by the Principal of the full payment as per the invoice less any deduction of statutory nature and/or as per the order conditions.
15. The Institutional Agency will not enter into any contract on behalf of the Principal or to make or incur obligations of any kind whatsoever or otherwise commit on behalf of the Principal in any way other than in accordance with the expressed provisions set out in this Agreement.
16. This agreement shall be effective from -----month of, 2017 for 2 years. The Principal hereto may increase or terminate it as the case may be.
17. Principal will monthly review the progress of assignment given to Institutional Agency explained in Scope of Work and necessary action may be initiated in case of unsatisfactory or non-performance of work.
18. Apart from monthly review mentioned in para-17 of tender document, a six monthly review of the progress will be done by the PRINCIPAL. If the institutional agency is not able to achieve minimum first year business target of the zone to the reasonable satisfaction PRINCIPAL will take appropriate action, but not without giving sufficient opportunity to the institutional agency to present their case.
19. Institutional Agency shall not commit or engage himself or his partner or any associated member of his team in any unethical, unlawful and criminal activities or practice which may bring disrepute to MFPPARC and Vindhya herbals brand. If Institutional Agency is found to be involved in aforesaid activities then Institutional Agency will be sole responsible for such act.
20. This agreement shall terminate –
- 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

- b) 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 11 of "Penal Clause". But before such termination order a show cause notice regarding such termination will be served to the appointed Institutional agency at its registered postal address and email.
 - c) If the Institutional Agency or their firm or any of the partners in the Institutional Agency firm becomes insolvent or enters into any composition with creditors.
 - d) If the Institutional Agency found to be engaged in any unethical, unlawful and criminal activities or practices bringing disrepute to MFPPARC and Vindhya Herbals brand.
 - e) If the Institutional Agency found to be engaged in similar activities as given in scope of works of this Agreement with other competitor's liaisoning or manufacturing firms in the allotted zone.
21. The Agreement shall not be assigned or charged or mortgaged by the Institutional Agency.
 22. If any dispute or difference or questions or claims arises under or in respect of this agreement both the parties 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.
 23. 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.
 24. Final decision on acceptance of bid will be taken by Chief Executive Officer, MFPPARC and will be binding for all.
 25. Institutional Agency can involve third parties/person/firms for different associated works like loading, unloading of consignment, door delivery, verification of medicines and bills etc. To engage such third parties/person/firms, Institutional Agency has to apply in prescribed format to CEO, MFPPARC giving details of person and the services to be rendered by such parties/person/firms.
 26. Principal can make payment directly to the third parties/person/firms on behalf of Institutional Agency after getting confirmation and recommendation by the Institutional Agency, but such engagement of third parties/person/firms has to approved and permission obtained by the Principal in advance.
 27. For smooth and seamless execution of the job explained in Scope of work. Institutional Agency may engaged 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 specific job 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.
 28. The Institutional Agency can propose any other business ideas which can help to promote the sales of Vindhya Herbals medicines/products for institutional supply. PRINCIPAL may agree and disagree to accept and reject the business ideas given by the Institutional Agency.
- 29. SECURITY DEPOSIT**
- a. The Institutional Agency will have to hereby deposit a security deposit of 2% of amount of minimum business guarantee fixed for the zone for two years. This deposit will be returned to the Institutional Agency on successful completion of this Agreement.
 - b. For shortfall in providing business guarantee as per tender documents points 2.16 (Table-1) of scope of work and Point no. 12 of PENAL CLAUSE of tender document, 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.
 - c. No interest will be paid on security deposit.
 - d. Any clause, condition which could not be mentioned in this document "Agreement" but mentioned anywhere in the tender document will be considered as part of this Agreement.
- 30. PENAL CLAUSE**
- a. If the institutional Agency is not able to achieve the minimum Business guarantee in 2 years and subsequent extended period as per terms and conditions stated in point no. 11.5 of the tender document (Table-2) then MFP-PARC may terminate the Institutional Agency and forfeit the security deposit as per shortfall in percentage terms of the business.
 - b. For shortfall in providing business guarantee as per points 2.16 (Table-1) of scope of work and Point no. 12.1 of PENAL CLAUSE of tender document a deduction from security deposit will be made in same ratio as the shortfall of business guarantee is w.r.t. to business target for that period.
 - c. Non-signing of the Agreement within 15 days, EMD will be forfeited.

31. FORCE MAJEURE

If at any time during the continuance of this agreement, the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as "eventualities") and provided notice of the happenings of any such eventuality is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this Agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliverable under this Agreement shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Principal as to whether the deliverable have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Agreement is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed in the presence of the following witnesses on the day, month and year first above written.

Signed on behalf of

Signed on behalf of

**Minor Forest Produce Processing
& Research Centre (MFPPARC)**

In the presence of -

WITNESSES

1)

2)

In the presence of -

WITNESSES

1)

2)