



Re-Tender No/MFP-PARC/ NIT-2/ IA/2020/810

Date: 24/07/2020

**RETENDER FOR APPOINTMENT OF ZONAL INSTITUTIONAL AGENCY
(MULTIPLE STATES) & MADHYA PRADESH**

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.vindhyaherbals.com E-mail: mfpparc@gmail.com

Notice Inviting Tender

Retender for Appointment of Zonal Institutional Agency (Multiple States) and Madhya Pradesh for MFP-PARC, Barkheda Pathani, Bhopal.

If the applicant is interested in more than one Zone then apply separately for each Zone online and offline. This tender form is applicable for only ONE ZONE. If the applicant wants to apply for more than one Zone then separate BID should be submitted in hardcopy and online mode. The term and conditions will be applicable on each of the Zone.

1	Retender Reference No	Retender No/MFP-PARC/ NIT-2/ IA/2020/810, dated 24.07.2020
2	Commencement of E-Tender & downloading from website- https://mptenders.gov.in	24.07.2020 from 05.00 PM
3	Last date for online sale of e-Tender Document	17.08.2020 till 05:00 PM
4	Last date for submission of Tender documents ONLINE (TECHNICAL & FINANCIAL BID)	17.08.2020 up to 05.00 PM
5	Last date for submission of TECHNICAL BID (Hard Copies)	17.08.2020 up to 05:30 PM
6	Date & Time of TECHNICAL BID opening	18.08.2020 at 05:05 PM
7	Date & Time of FINANCIAL BID opening	Will be inform after evaluation of technical bid on e-portal website.
8	Cost of Tender document	Rs. 1000/- (Rupees One Thousand) Through online mode only
9	Earnest Money Deposit (EMD) at the rate of 2% of minimum business guarantee of the Zone for one year (Table-1 Multiple States & Madhya Pradesh)	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, Van Parisar, 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)

1. Institutional Agency registered in India is to be appointed for various zones (group of states) as explained in **Table-1**. Eligible firm/agency may submit tender for one or more than one zone in separate tender document. **Separate tender document shall be submitted by the tenderer for each zone online and offline.**
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 their TECHNICAL & FINANCIAL BID through <https://mptenders.gov.in> (ONLINE) on or before 17.08.2020 up to 05:00 PM. The tenders shall not be entertained without hardcopies & EMD and after above mentioned deadline under any circumstances whatsoever.
4. The interested companies/Firms/ Agencies shall put the **TECHNICAL BID** complete in all respects along with Earnest Money Deposit EMD at the rate 2% of particular zones minimum business guarantee for 1st year and other requisite documents mentioned in tender document; the hardcopies must be submitted on or before 17.08.2020 up to 05:30 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.
5. 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.
6. 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; online and offline by the bidder 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 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 (MFPPARC).
- 1.4 The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document including Agreement.
- 1.5 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.
- 1.6 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 **SUBMISSION OF TECHNICAL BID (Hard Copy) - The tender shall be submitted in sealed cover super scribed TECHNICAL BID for “Tender For Appointment of “Zonal Institutional Agency (Multiple States) & Madhya Pradesh” Applied Zone-----for MFP-PARC, Barkheda Pathani, Bhopal in reference to Retender No/MFP-PARC/ NIT-2/ IA/2020/810, dated, 24.07.2020**
- 1.10 The tender shall be addressed to the **Chief Executive Officer, Minor Forest Produce Processing & Research Centre (MFPPARC), Van Parisar, Barkheda Pathani, Bhopal.**
Technical 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 mentioned in 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
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 Interest shall NOT be payable on the Earnest Money and Performance Guarantee/Security Deposit.

1.16 The Earnest Money of the successful tenderer may be adjusted towards Performance Guarantee/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. Financial bid of only those applicants who are found eligible based on the eligibility criteria of technical evaluation shall be opened in the presence of the authorized representatives of the applicants whosoever choose to attend.

2. **SCOPE OF WORK FOR APPOINTMENT OF INSTITUTIONAL AGENCY:**

Zone 1 to 4

- 2.1 Exploration of procurement need of AYUSH/other Govt./Semi Govt. department/ institutions/organization.
- 2.2 Meeting with related department/Govt officials as a marketing Agency of MFPPARC for supply needs.
- 2.3 Timely updation (weekly) to MFPPARC 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 as and when required 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 Ensuring 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 Fulfillments of all formalities like replacement etc., regarding delivered consignment not found as per parameter in the consignee end.
- 2.14 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.
- 2.15 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.
- 2.16 Follow necessary and timely action to obtain payment from relevant offices and information of the same to MFPPARC.

SCOPE OF WORK FOR APPOINTMENT OF INSTITUTIONAL AGENCY:

Zone-5 MADHYA PRADESH

- 2.17 Madhya Pradesh Govt. has been decided and made provisions to all State government departments can procure the required medicines directly to MFPPARC without any tender process under MP procurement rules.
- 2.18 Exploration of procurement need of AYUSH/other Govt./Semi Govt. department/ institutions/organization.
- 2.19 Act as a facilitator for MFPPARC for supply of Vindhya Herbals & Ayurvedic products produced by MFPPARC.
- 2.20 Insuring proper packaging of medicines as per order (like center wise kits, coding, labeling on carton) to ensure proper delivery.
- 2.21 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.
- 2.22 Fulfillment of all legal formalities for transportation which includes Road permit, invoice, transport- L.R.

Copies and getting transit insurance etc.

- 2.23 Delivery of consignment at destination point which may or may not includes re-transportation at consignee end.
- 2.24 Fulfillments of all formalities like replacement etc., regarding delivered consignment not found as per parameter in the consignee end.
- 2.25 Make arrangement to supervise/monitor the delivery of the medicines and complete verification process at the concerned departments/dispensaries. This will include opening and repacking of entire consignment.
- 2.26 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.
- 2.27 Follow necessary and timely action to obtain payment from relevant offices and information of the same to MFPPARC.

2.28 Minimum business guarantee for institutional sales of Vindhya herbals products for 1 year will be as explained in TABLE- 1, given below -

TABLE- 1

S.N.	ZONE	STATES	BUSINESS GUARANTEE FOR TENDER PERIOD (1 year) in Rs.
1	SOUTH ZONE	ANDHRA PRADESH	5 Crore rupees
		KARNATAKA	
		KERALA	
		TAMIL NADU	
		TELANGANA	
		PUDUCHERY	
		GOA	
		ANDMAN	
		LASHDEEP	
		DAMAN & DIU	
		DADAR & NAGAR	
		MAHARASHTRA	
2	EASTERN NORTH EAST ZONE	ASSAM	5 Crore rupees
		MEGHALYA	
		MIZORAM	
		TRIPURA	
		NAGALAND	
		SIKKIM	
		ARUNACHAL PRADESH	
		MANIPUR	
		WEST BENGAL	
		ODISHA	
		3	
BIHAR			
JHARKHAND			
CHHATTISHGARH			
RAJASTHAN			
GUJARAT			
4	NORTH ZONE	JAMMU & KASHMIR	7 Crore rupees
		HARYANA	
		PUNJAB	
		DELHI	
		UTTRAKHAND	
		CHANDIGARH	
5	MADHYA PRADESH	MADHYA PRADESH	23 Crore rupees
Total Business Guarantee for one year			45 Crore Rupees

This is the minimum business expectation of MFP-PARC from the Institutional Agency.

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 engaged in the manufacturing of herbal products/Pharmaceuticals/ FMCG under the registered brand name of "Vindhya Herbals" an AYUSH PREMIUM MARK, ISO 9001:2015, EMS 14001:2015 & 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 MFPPARC/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 appointed agency will present procuring agency as sole authorized representation of MFPPARC for marketing of Vindhya Herbals products etc.
- 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, 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 Madhya Pradesh.
- 4.6 Applicant should have minimum experience of five 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 The average annual turnover should not be less than 25% of the minimum business target/ guarantee mentioned in the Zone for the last three years in supplies of Ayurvedic Medicine Only.
- 4.8 Institutional Agency must have previous records of supply of Ayurvedic drugs in at least 1 state government institution/departments.
- 4.9 The agency must have done (in last 3 years) a total business of 30% of the minimum business target of the zone/zones as mentioned in TABLE-1, 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 If any dispute or difference/damages or claims arises in respect of balance payment/short payment/part payment for the supplied medicines, the difference shall be recovered from the Institutional agency in accordance to provisions of the Madhya Pradesh Land Revenue Code, 1959 & its amendments thereof or enactment for the time being in force.
- 5.5 **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.
- 5.6 MFP-PARC will pay to the successful Agency a commission at the rate quoted by him.
- 5.7 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 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	2%
4	Above 365 days	No Commission will be paid

- 5.8 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 30 days of delivery of consignment	1%

- 5.9 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.
- 5.10 The minimum zonal business guarantee shown in TABLE-1 for one year. 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	25% over and above business execution	0.5%
2	50% over and above business execution	1%

- 5.11 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.
- 5.12 This agreement shall be in operation for an initial period of one year.
- 5.13 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 one year. The duration of agreement shall not be more than two year in normal circumstances including extended period of one year. The terms and condition will remain unchanged. However the business guarantee for the extended year shall be enhanced as described in contract agreement. Chief Executive Officer, MFPPARC will take the appropriate decision for extension of the agreement.
- 5.14 Institutional agency will provide a certificate of execution and completion of job assigned to them 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.
- 5.15 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.
- 5.16 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.
- 5.17 Institutional Agency will be paid statutory dues & taxes as applicable over and above of taxable value of commission charged by the institutional agency and no other claims will be entertained by MFP-PARC and also deduction of statutory taxes as and when applicable at the rate in force from the invoices raised by institutional agency (GST-TDS, Income Tax-TDS etc) will be made.
- 5.18 **A milestone progress monitoring will be done continuously by the PRINCIPAL in each six months.**
- 5.19 **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
 - 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 will be given to present his case.
 - 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.
 - If the Institutional Agency found to be engaged in any unethical, unlawful and criminal activities or practices brining disrepute to MFPPARC and Vindhya Herbals brand.
 - If the Institutional Agency found engaged in similar scope of work activities of the agreement & this tender documents with other competitor’s liaisoning or manufacturing firms in the allotted zone. To avoid the business conflict Institutional Agency will submit the undertaking in given format ANNEXURE-9.**
- 5.20 The Agreement shall not be assigned or charged or mortgaged by the Institutional Agency.
- 5.21 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.

- 5.22 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.
- 5.23 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.

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 <https://mptenders.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 2% of the amount of minimum business guarantee of the zone for one year. 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.**
- 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 <https://mptenders.gov.in> from 24.07.2020 i.e., 05.00 PM up to 17.08.2020 till 05.00 PM. The tender document can be purchased/downloaded from <https://mptenders.gov.in> through making online payment of Rs. 1000/- (One thousand rupees).

The tender will have double Bid Electronic envelopes basis i.e. Part I Technical Bid and Part II will be Financial Bid. The Technical Bid (hard copy) 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), Barkheda Pathani, Bhopal- 462022 on or before 17.08.2020 up to 05.30 PM 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. Financial Bid Part II shall be submitted by the bidders online only.

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

(A) Documents required for bid qualification-

Earnest Money Deposit at the rate of 2% of the zones minimum business guarantee shall be deposited 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>

- Copies of Annual Turn Over for the last three years are to be attached duly signed and certify by Chartered Accountant (C.A.).
- Copies of Income tax returns filed for the last three years are to be attached.
- Copies of Certificate/ Agreement regarding serving Ayurvedic companies/agencies as an

Institutional Agency.

- d) Certified photo copies of total past orders for three years obtained by the Agency are to be attached.
- e) Certificate of authorized signatory from the firm (if applicable).
- f) Notarized certificate on Rs. 100/- stamp paper declaring himself or relatives not working as employee of MP State MFP Cooperative Federation and MFPPARC.
- g) List of documents attached and numbered. (As per Annexure-4-(Check list of the attached documents)
- h) Documents as a proof of having office in MP or Bhopal.
- i) All Annexure (1-9) must be submitted in Technical Bid along with the necessary supporting documents.
- j) Total experience (Minimum 5 years)
- k) Institutional Agency must have previous records of supply of Ayurvedic drugs in at least 1 state of the state mentioned in the zone for which tender is being submitted.
- l) Total business procurement in last 3 years from Govt./Semi-Govt. institutions (Total Past Orders) up to 30% of minimum business guarantee.
- m) Minimum three govt./semi govt./Cooperative Agencies served in last 3 years.
- n) Average Turnover in the relevant business not less than Rs. 5 Crore per year in last 3 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 required documents should be sealed in a separate cover super scribed as: **“TECHNICAL BID FOR APPOINTMENT OF ZONAL INSTITUTIONAL AGENCY (Applied Zone-----) FOR MINOR FOREST PRODUCE PROCESSING & RESEARCH CENTRE”**

8.5 The business projection accepted by the tenderer will be binding for the full contract period of one year.

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 **date and time i.e. 18.08.2020 at 05.05 PM** 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 through online and offline.

9.4 The unsuccessful tenderer will be duly informed.

9.5 The FINANCIAL BID shall be opened, only for those tenderer, found successful after evaluation of TECHNICAL BID based on eligibility criteria.

10. ACCEPTANCE OF TENDER

- 10.1 The acceptance of the TENDER 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 may be included in the agreement.

11. PERFORMANCE GUARANTEE/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 **Performance Guarantee/Security Deposit which would be 5% of total business guarantee as accepted by the applicant for the tender period of one year**. The security deposit is to be made in the form of **Demand Draft/FDR** 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 **performance guarantee/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 one year 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 Performance Guarantee/Security Deposit.
- 11.4 No interest will be paid against EMD and Performance Guarantee/Security Deposit.
- 11.5 The duration of agreement will be initially for a period of one year which may be extended up to next one year on the basis of business performance & mutual agreement between Chief Executive Officer, MFP-PARC and Institutional Agency after review & assessment of job assigned to the Institutional Agency. The duration of agreement shall not be more than two year in normal circumstances including extended period of one year. The terms and condition will remain unchanged. However the business guarantee for the extended year shall be enhanced as described in contract agreement. Institutional Agency will have to apply for further extension to Chief Executive Officer, MFPPARC after successful completion of the initial Agreement period of one year."

12. PENAL CLAUSE

- 12.1 If the institutional Agency is not able to achieve for a particular zones minimum offered Business guarantee (Order) then MFP-PARC may terminate the Institutional Agency and forfeit the Performance Guarantee/Security Deposit as per shortfall in percentage terms of the business.
- 12.2 For shortfall in providing business guarantee points 2.28 (**Table-1**) of scope of work and Point no. 12.1 of PENAL CLAUSE a deduction from Performance Guarantee/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.
- 12.4 If any dispute/damages or difference or claims arises in respect of balance payment for the supplied medicines, the difference shall be recovered from the Institutional agency in accordance to provisions of the Madhya Pradesh Land Revenue Code, 1959 & its amendments thereof or enactment for the time being in force.

13 . EVALUATION OF TECHNICAL BID

The technical bids received through online and offline (hardcopies) in the office on schedule date and time shall be evaluated by the committee constituted for this purpose on the basis of five parameters which shall be prescribed as benchmark fail/pass evaluation criteria in technical bid. Minimum qualifying benchmark five criteria are given below:

(1) Total relevant experience (Minimum 5 years) (2) Institutional Agency must have previous records of supply of Ayurvedic drugs in at least 1 state government institution/department. (3) Total business procurement in last 3 years from Govt./Semi-Govt. institutions (Total Past Orders) up to 30% of minimum business target/guarantee of the zone/zones. (4) Minimum three Govt/Semi-govt./Cooperative Agencies served in last 3 years. (5) Average Annual Turnover should not be less than 25% of the minimum business target/guarantee mentioned in the zone from the supplies of Ayurvedic Medicines in last 3 years.

The evaluation committee will carry out its evaluation as explained in TABLE-2. Any bidder who qualifies the minimum benchmarks shall be declared as technically qualified for opening of his financial bids. The technical proposals shall be opened first and will be evaluated and the offers which are qualifying as per the mentioned technical evaluation criteria shall only be considered as technically responsive. The rest would be considered technically non-responsive and would be dropped from the selection process. Financial proposals shall be opened for only eligible and responsive offers (Financial bids of other ineligible or un-responsive bidders shall be returned un-opened) and ranked L-1(Lowest financial offer) to be selected on financial criteria alone without giving any additional weightage to technical proposal.

The following will be the criteria for evaluation of bids as per Annexure -5. The qualifying benchmark for criteria's are mentioned in TABLE-2

- 13.1 Total Experience-** Documents certifying minimum of 5 years of experience in institutional sales/Govt. supply of Ayurvedic medicines to qualify in technical bid.
- 13.2 Institutional Agency must have previous records of supply of Ayurvedic drugs in at least 1 state government institution/department-** Applicants must produce supporting documents for business carried out in at least 1 state government institution/department. Copies of the Ayurvedic drugs 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 to qualify in technical bid.
- 13.3 Total business procurement in last 3 years from Govt./Semi-Govt. institutions (Total Past Orders) up to 30% of minimum business guarantee of the zone-** Applicants shall enclose supporting documents regarding procurement/supply orders executed in last 3 years in different states business of at least 30% of minimum business guarantee for the zone applied.
- 13.4 Agencies served in last 3 years (Minimum 3 agencies)-**Applicants must enclose the documents explaining **Govt./Semi-Govt./Cooperative/Agencies** served by him in last 3 years. He should have served minimum 3 agencies in last 3 years to qualify in technical bid. Copy of agreements, authorization letters issued by concerning Agency/Departments must be enclosed.
- 13.5 Turnover in the relevant business (in last 3 years)-** The Average Annual Turnover should not be less than 25% of the minimum business target/guarantee mentioned in the zone/zones from the supplies of Ayurvedic Medicines in last 3 years. Applicants must provide the turnover documents (Audited balance sheet & profit & loss account) since last 3 years.

Note: -All documents shall be submitted certified by the Chartered Accountant (CA) related with account and sales

**EVALUATION CRITERIA FOR
MINIMUM QUALIFYING BENCHMARK IN TECHNICAL BID**

TABLE-2

S.N.	Evaluation Criteria	Minimum Qualifying Benchmark	Yes/No	Remark
1	Total relevant Experience (in years)	5 years	Yes/No	
2	Institutional Agency must have previous records of supply of Ayurvedic drugs in at least 1 state government institution/department.	Minimum 1 state	Yes/No	
3	Total business procurement in last 3 years from Govt./Semi-Govt. institutions (Total Past Orders)	Up to 30% of zonal minimum business guarantee for one year	Yes/No	
4	Govt./Semi-Govt. institutions Cooperative Agencies/ Agencies served in last 3 years	Minimum 3 agencies	Yes/No	
5	Average Annual Turnover should not be less than 25% of the minimum business target/guarantee mentioned in the zone/zones from the supplies of Ayurvedic Medicines in last 3 years.	Average Annual Turnover should not be less than 25% of the minimum business target/guarantee in last 3 years.	Yes/No	

Financial Evaluation:

The technical proposals shall be opened first and then evaluated and the offers which qualify as per above mentioned technical evaluation criteria shall only be considered as technically responsive. Any bidder who qualifies the above benchmarks shall be declared as technically qualified for opening of his financial bids. The rest would be considered technically non-responsive and would be dropped from the selection process. Financial proposals shall be opened for only eligible and responsive offers (Financial bids of other ineligible or un-responsive bidders shall be returned un-opened) and ranked L-1 (Lowest Financial Offer) to be selected on financial criteria alone without giving any additional weightage to technical proposal.

EVALUATION OF TECHNICAL BID

TENDER FOR APPOINTMENT OF ZONAL INSTITUTIONAL AGENCY FOR MINOR FOREST
PRODUCE PROCESSING & RESEARCH CENTRE (MFP-PARC), BHOPAL.LIST OF DOCUMENTS TO BE ATTACHED FOR
EVALUATION OF TECHNICAL BID

S. No.	Document	Yes/ No
1	EMD in the form of Demand Draft @ 2% for the zones minimum business guarantee	Yes/ No
2	Copies of Annual Turnover for last 3 years (Audited balance sheet, profit & loss account)	Yes/ No
3	Documents regarding Total Experience (in years)	Yes/ No
4	Documents regarding previous supply of Ayurvedic drugs in at least 1 state government institution/department.	Yes/ No
5	Documents regarding Total business procurement in last 3 years from Govt./Semi-Govt. institutions (Past Orders)	Yes/ No
6	Documents regarding Govt./Semi-Govt. institutions Cooperative/Agencies served in last 3 years	Yes/ No
7	Documents regarding turnover of the relevant business in last 3 years	Yes/ No
8	Copy of Income Tax Return for the last 3 years	Yes/ No
9	Authorization for attending Bid Opening (if applicable)	Yes/ No
10	Copy of document related to Establishment of Firm	Yes/ No
11	GST Number	Yes/ No
12	TIN Number	Yes/ No
13	PAN Number	
14	Declaration for non-tampering tender ANNEXURE -6	Yes/ No
15	No near relative certificate ANNEXURE -7	Yes/ No
16	Declaration for blacklisting/non-blacklisting ANNEXURE-8	Yes/ No
17	Undertaking as per ANNEXURE-9	Yes/ No
18	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	:	
GST Number	:	
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, MFP-PARC
Name of the Work	Appointment of Institutional Zonal Agency for Government/Institutional supply of Ayurvedic Medicines in various zones (Multiple States) & Madhya Pradesh
Tender Ref No	Retender No/MFP-PARC/NIT-2/ IA/2020/810, dated 24/07/2020
Bidders 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/Commission (in %) only.)	
NAME OF THE ZONE	Proposed Commission (in %)

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 performance guarantee/Security deposit submitted.

Date:

Signature & Seal Full
Name of the Applicant

EVALUATION OF BID

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 relevant Experience (in years)			
2	Institutional Agency must have previous records of supply of Ayurvedic drugs in at least 1 state government institution/department.			
3	Total business procurement in last 3 years from Govt./Semi-Govt. institutions (Total Past Orders)			
4	Govt./Semi-Govt. institutions Cooperative Agencies/ Agencies served in last 3 years			
5	Average Annual Turnover should not be less than 25% of the minimum business target/guarantee mentioned in the zone/zones from the supplies of Ayurvedic Medicines in last 3 years.			

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; **Retender No/MFP-PARC/NIT-2/IA/2020/810, Dated: 24/07/2020** which is downloaded and purchased from the website **<https://mptenders.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/performance guarantee/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 Performance Guarantee/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