



Retender/No/MFP-PARC/ NIT-2/C&F /2020/ 811

Date: 24/07/2020

**EXPRESSION OF INTEREST (EOI) FOR APPOINTMENT OF:
CARRYING & FORWARDING AGENTS (C&F AGENT) /SUPER STOCKISTS**

FOR

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



MINOR FOREST PRODUCE PROCESSING & RESEARCH CENTRE

(An AYUSH PREMIUM MARK, GMP & ISO 9001:2015, EMS 14001:2015 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

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EOI FOR APPOINTMENT OF C&F AGENTS/ SUPER STOCKISTS

For Appointment of Vindhya Herbals C&F Agents/ Super Stockist.

Separate Eol form and document shall be submitted by the bidder for each territory, online and offline.

1	EOI Reference	Retender/No/MFP-PARC/NIT-2/C&F/2020/811 Date: 24/07/2020
2	Date of Commencement of sale & download EOI document from website- https://mptenders.gov.in	24/07/2020 from 05:30 PM
3	Last date for sale & submission of EOI documents (ONLINE)	17/08/2020 till 05.00 PM
4	Time & date of EOI documents submission (Hardcopies)	17/08/2020 till 05:30 PM
5	Time & date of opening technical bids	18/08/2020 at 05:05 PM
6	Time & date of opening financial bids	19/08/2020 at 04:00 PM
7	Address for communication	Chief Executive Officer, MFP-PARC, Barkheda Pathani, Bhopal
8	Cost of EOI document	Rs. 1000 (Rupees One Thousand Only) Fee to be paid through E-payment mode.
9	Online Processing Fees	As per term & condition of MP Govt. Online Portal. Fee to be paid through E-payment mode only.
10	Earnest Money Deposit (EMD)	Rs. 4,00,000/- Four Lakh Rupees Per Territory. Separate tender document shall be submitted by the bidder for each territory. EMD fee to be paid through E-payment mode Only.

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

INTRODUCTION

- 1.1 Minor forest Produce Processing & Research Centre(MFP-PARC), Van Parisar, Barkheda Pathani, Bhopal, a unit of M.P. State Minor Forest Produce(Trading & Development) Cooperative Federation Ltd., Bhopal is engaged in the manufacture of herbal products/Pharmaceuticals/ FMCG under the brand name of 'Vindhya Herbals' in Ayush Premium Mark, ISO 9001: 2015 & GMP Certified unit.
- 1.2 MFP-PARC has decided to appoint Carrying & Forwarding Agents (C&F AGENTS)/ Super Stockist to streamline the supply chain of Over To Counter (OTC) Products and Classical & Proprietary Ayurvedic Medicines
- 1.3 This EOI is for inviting appointment of C&F AGENTS/ Super Stockists for Vindhya Herbals, MFP-PARC, A government of Madhya Pradesh undertaking unit at the following locations with responsibility of serving the entire territory indicated against them: and creating a minimum annual business of Rs. 2.00 Crores per territory annually.

S. No.	Territory of C&F/ Super Stockist	Districts to be served
1	Indore	Indore, Dewas, Ujjain, Shajapur, Dhar, Khargone, Agar Malwa, Neemuch, Khandwa, Badwani, Alirajpur, Jhabua, Ratlam, Mandasaur, Burhanpur
2	Gwalior	Gwalior, Guna, Shivpuri, Sheopur, Datia, Morena, Bhind, Ashok Nagar
3	Jabalpur	Jabalpur, Katni, Damoh, Sagar, Seoni, Balaghat, Chhindwara, Mandla, Dindhori, Narsingpur
4	Rewa	Rewa, Satna, Panna, Chhatarpur, Tikamgarh, Sidhi, Singrauli, Anoopur, Shahdol, Umariya

- 1.4 C&F AGENTS/ Super Stockists will be responsible for stocking OTC products and others Medicines & Drugs of Vindhya Herbals serving all the distributors appointed by him, located in the respective territory for which application is being submitted.
- 1.5 C&F AGENTS/ Super Stockists shall concentrate his efforts for promoting the retail sale of the Products in the allotted and surrounding areas.
- 1.6 C&F AGENTS/ Super Stockists are expected to deliver supplies to distributors and they must ensure that all orders get executed and delivered at customer premises within 48 hours of order placement.
- 1.7 C&F AGENTS/ Super Stockists will be responsible for following day-to-day activities:
 - Coordinate, follow-up and receive indents for supply from various sale points
 - Receiving and scheduling orders for supply
 - Dispatching to the distributors or Stockists.
 - Billing and receiving payment, for supplies.
 - Depositing the payments in MFP -PARC bank accounts as provided by MFP -PARC
 - Stores Management - Receipt, Storage, Handling and Issue
 - Inventory management - inventory status and accuracy
 - Providing monthly MIS reports to MFP-PARC
 - Any other related item of work as directed by MFP -PARC.
 - Ensure that any offers meant for the retailers or wholesalers on the Products, as prescribed by the MFP-

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PARC, are passed onto them promptly and in full.

- Provide credit to the market for the sale of the Products, as may be dictated by the market conditions

EOI Inviting & Accepting Authority:

Chief Executive Officer

Minor Forest Produce Processing Research Centre (MFP-PARC)

Barkheda Pathani, Bhopal – 462022, Madhya Pradesh

2. ELIGIBILITY CRITERIA

- 2.1 Applicant should have minimum three Years of experience (prior to the date of advertisement) of the territory applied in handling C&F/ Super Stockist operations of FMCG products for at least 2 FMCG companies and Pharmaceuticals for at least of 2 pharmaceutical companies.
- 2.2 The average annual sales volume of FMCG/ pharmaceutical items handled by the applicant in the preceding 3 financial years should not be less than Rs. 2.0 crores.
- 2.3 Applicant should have commercial space (Owned / Hired) of minimum 800 to 1000 Sq. ft. for exclusively carrying out the activities for MFP-PARC, Barkheda Pathani, Bhopal at applied location with space for office.
- 2.4 Applicant should have good infrastructure facility including Computer, Printer, Scanner, Fax, Internet, Photocopier, Telephone, Storage Racks and facility for storage of MFP-PARC products in the controlled temperature etc. at the applied location.
- 2.5 The Applicant should have not been convicted by any court of law or any statutory authorities.
- 2.6 The Applicant should be an income tax assessee for last 3 years.
- 2.7 The Applicant should be able to procure and sale Vindhya Herbals Products of worth Rs. 2.0 Crores annually.

Applicants need to submit all supporting documents applicable for each of the eligibility conditions stipulated.

3 GENERAL CONDITIONS

- 3.1 A complete set of EOI document shall be purchased/downloaded from **website; <https://mptenders.gov.in>** by any interested eligible person by making e-payment of a non-refundable fee of Rs.1000/- (Rupees One Thousand)
- 3.2 Alternatively, the EOI document can be downloaded from the websites www.vindhyaherbals.com for reference purpose only.
- 3.3 Bids will be opened in the presence of Applicants/authorized representatives who choose to attend on the specified date and time.
- 3.4 Any person who has downloaded the EOI document should watch for amendment, if any, on the website **<https://mptenders.gov.in>** and www.vindhyaherbals.com for which MFP-PARC will not issue any separate communication to them.
- 3.5 At any time prior to the last date of submission of BID. BID Inviting Authority may, for any reason, whether on own initiative or in response to a clarification requested by a prospective Applicant, may modify the condition in BID documents by an amendment.
- 3.6 All the prospective Applicants who have applied for the BID document will not be notified in person and must watch for any changes on website. The amendment will be binding on the applicants. In order to provide reasonable time to take the amendment into account in preparing their bid, BID Inviting Authority may at discretion, extend the date and time for submission of BIDs.

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4 EMD (EARNEST MONEY DEPOSIT)

- 4.1 The Earnest Money Deposit shall be Rs.4,00,000/- (Rupees Four Lakh Only) per territory. The Earnest Money Deposit shall be paid through e-payment mode on the website <https://mptenders.gov.in>
- 4.2 The EOI submitted without sufficient EMD will be summarily rejected.
- 4.3 The Earnest Money Deposit will be refunded to the successful bidders within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.
- 4.4 The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned within 15 days after finalization of EOI.
- 4.5 The Earnest Money Deposit (EMD) will be forfeited, if the Applicant withdraws his bid any time after opening of financial bid / non execution of agreement /undertaking within the period prescribed.
- 4.6 The Earnest Money Deposit (EMD) will be forfeited, in case of the successful bidder, fails to execute the contract agreement and / or deposit the security deposit within the stipulated time.

5 EOI BID

- 5.1 The Applicant should furnish the following documents in a separate cover hereafter called "Cover A":
- i. Copy of EMD fee receipt paid through online. Details of the EMD should be submitted as per Annexure-1.
 - ii. Annual sales volume handled by the Applicant for last 3 financial years i.e., 2017-2018, 2018-2019 and 2019-2020 should be furnished in the format given in Annexure-1 duly certified by the chartered Accountant.
 - iii. Applicant should furnish documents showing his at least 3 years experience in FMCG and Pharmaceuticals for the territory applied.
 - iv. Applicant should furnish proper document showing his acceptance for minimum procurement and sale target of Vindhya Herbals products worth Rs. 2.0 Crores, through this Bid.
 - v. Copies of the Annual reports including the Balance Sheet and Profit and Loss Account for the last three financial years i.e. 2017-2018, 2018-2019 and 2019-2020 duly certified by the Chartered Accountant.
 - vi. Copies of Income tax returns (ITR)/assessment orders/returns filed for the last three years are to be attached.
 - vii. The EOI document should be signed by the authorized official of the Applicant in all pages with official seal. All the documents enclosed with the BID document should also be signed by the authorized official of the Applicant.
 - viii. The instruments such as power of attorney, resolution of the board, authorizing an officer of the Applicant should be enclosed with the BID duly signed by the Authorized signatory of the Applicant/ Company/Firm and such authorized officer of the Applicant should sign the BID documents.
- 5.2 All the documents furnished in Cover 'A' should be signed with official seal by the authorized official of the Applicant in each page. Photo copies of the documents should be attested by the Applicant and also be notarized in each page.

5.3 The above documents should be sealed in a separate cover super scribed as:

"TECHNICAL BID – EOI FOR APPOINTMENT OF: "CARRYING & FORWARDING AGENTS (C&F AGENT)"/ "SUPER STOCKIST" AT: (Territory Name) FOR MINOR FOREST PRODUCE PROCESSING & RESEARCH CENTRE"

6 OPENING OF BIDS

TECHNICAL BIDS

6.1 Last date for sale & submission of EOI documents (ONLINE) up to **17/08/2020 till 05:00 PM**

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- 6.2 The Technical Bid (Cover A) in hardcopy along with supporting documents must reach to the Office of the Chief Executive Officer, MFP Processing & Research Centre (MFP-PARC), Barkhera Pathani, Bhopal-462022 on or before **17/08/2020 till 05.30 PM** through registered post/Speed Post/Personally/Courier.
- 6.3 All the supporting documents submitted in hardcopies shall to be uploaded (**scanned copies**) in Technical Envelope on e-portal <https://mptenders.gov.in>
- 6.4 The Technical bid (Cover A) will be opened on the prescribed time and date i.e. **05:05 PM on 18/08/2020** in the presence of the authorized representatives of the Applicants whosoever choose to attend.
- 6.5 The received technical bids in hard copy as well as online mode will be examined by the tender committee. After evaluation of the technical bids, the Financial BIDs of only successful tenderer shall be opened.
- 6.6 Only authorized representatives of the applicants are entitled to be present at the time of opening of the Bids
- 6.7 The physical inspection of the infrastructural facilities of the applicants may be done for those bidders who fulfill the minimum prescribed eligibility requirements, based on the technical evaluation of the supporting documents submitted by them in Technical Bid Cover 'A'. Physical inspection of the infrastructural facility will be done by a team of MFP-PARC officials for necessary cross-checking of the details as furnished by the applicants.

FINANCIAL BIDS

- 6.8 Financial bid shall be submitted through online mode only. Financial bid (Cover – B) of only those applicants who are found eligible based on the technical evaluation shall be opened in the presence of the authorized representatives of the applicants whosoever choose to attend. The Financial bid will be opened on the prescribed time and date i.e. **04:00 PM on 19/08/2020**.
- 6.9 Financial bid in hard copy shall not be entertained in any condition.
- 6.10 The financial bid format is available with this document at ANNEXURE– 5 for reference purpose only.
- 6.11 The Figure quoted and accepted in the Financial Bid will be binding for the full contract period of two years.

7 ACCEPTANCE OF BID

- 7.1 Final evaluation of the Bids will be done on the basis of the following criteria:
- 7.1.1 The lowest percentage of discount, an applicant wishes to avail on prevailing Maximum Retail Price (MRP) of Vindhya Herbals Products, determining L1 (Lowest Applicant)
- 7.2 MFP-PARC reserves the right to accept or reject the BID for all or any one or more locations of the C&F Agent/ Super Stockist without assigning any reason.
- 7.3 MFP-PARC or its authorized representative(s) has the right to inspect the facilities of Applicants, before accepting the rate quoted by them or before appointment and signing of agreement or at any point of time during the continuance of BID and also has the right to reject the BID or terminate/cancel the contract / agreement entered into on the basis of adverse reports brought out during such inspections.
- 7.4 The acceptance of the BIDS will be communicated to the successful applicants in writing.
- 7.5 The final decision will be taken by the Chief Executive Officer, MFPPARC and will be binding for all.

8 SECURITY DEPOSIT AND AGREEMENT

- 8.1 On being informed about the acceptance of the BID and at the time of signing the Agreement, the successful Applicant shall have to pay the Security Deposit of Rs. 10,00,000/- (Rupees Ten Lakh) per territory. The security deposit of Rupees Ten Lakhs to be made in the form of Demand Draft or irrevocable Bank Guarantee in favor of "Chief Executive Officer, MFP-PARC", payable at Bhopal from any nationalized bank. In case the Security

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Deposit is paid in form of Bank Guarantee, the bank guarantee shall be valid for a period of three months beyond the contract period.

- 8.2 The security deposit will be returned on the successful completion of the contract.
- 8.3 If in any case the applicant awarded with the contract is found not fulfilling the terms and conditions of the contract, MFP-PARC will have full authority of forfeiting the security deposit.
- 8.4 No interest will be paid against EMD and Security Deposit.
- 8.5 The duration of agreement will be initially for 2 years which may be increased or terminated as the case be.
- 8.6 **Separate EMD & Security Deposit will be submitted for each of the territory applied.**

9 PAYMENTS

- 9.1 Payment can be done through cheque or demand draft in favor of Chief Executive Officer, MFPPARC, Bhopal.
- 9.2 Cash payment will not be entertained in any condition.
- 9.3 45 days ahead post dated cheque will be submitted by the C&F agent/ super stockist for every purchase order. The products will be released by MFP-PARC only after receiving a post dated cheque of the purchase order amount. Second purchase order shall be entertained only after balance payment of first order is received.
- 9.4 If the sales targets are not achieved at the end of the year the balance may be carry forwarded to the 2nd year sales target. If the sales target of the 2nd year is not met the security deposit will be forfeited.
- 9.5 75% of the sales target achievement in the first year will be the tolerance limit, if 75% of sales proposed is achieved, the balance quantity may be added to the 2nd year sales target, if the targets of 2nd year is not achieved the contract will be terminated and security deposits will be forfeited at the end of 2nd year.
- 9.6 If the target achieved is less than 75% in the past year and average performance of C&F agent/ super stockist is not satisfactory the contract may be terminated and security deposit may be forfeited.

10 MARKETING SUPPORT

- 10.1 The appointed C&F Agent/ Super Stockist will be provided marketing support by MFP-PARC for promotion of Vindhya Herbals brand.
- 10.2 The advertising & promotion through various social media and other methods will be done.
- 10.3 Representatives and Sales Assistants of MFP-PARC (if required) will be appointed and will coordinate with C&F agents/ Super Stockists, distributors appointed by them and the retailers retailing the products to end customers, doctors and Ayurvedic hospitals to promote prescriptions and further sales.
- 10.4 The C&F agents/ Super Stockists will support these representatives and will entertain and coordinate with them by providing correct information.

11 OPERATIONAL TERMS & CONDITIONS

- 11.1 The C & F Agent/ Super Stockist shall procure orders from the distributors operating in their territory on weekly basis and shall execute the orders of those products readily available in stock of the C & F within 48 hours from the time of receipt of such orders. Indent for supply of such products not available with C & F agent against the orders obtained from distributors will be immediately informed to MFP-PARC for its supply.
- 11.2 The C & F Agent/ Super Stockist shall be required to keep and maintain adequate buffer stock of each product to meet the requirement and ensuring availability of each product to all the distributors in his assigned territory. Non-availability of all listed products & medicines as per MFP-PARC with any of the distributors in the assigned territory of C & F Agent will be considered as a shortcoming in terms of service level performance.

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- 11.3 MFP-PARC shall arrange to transport (through suitable mode of transportation) and deliver the Products to the C & F Agents either on stock transfer basis from its central & other warehouses only for the purchase order more than Rs. 1,00,000, otherwise C&F agent/ super stockist will have to bear the cost of transportation.
- 11.4 The C & F Agent/ Super Stockist shall take delivery of the Products from the transporter / carrier immediately on their arrival at the destination. If the consignment sent by MFP-PARC does not reach the destination within 10 days of dispatch, the C & F Agent shall give a written notice of the same to the transporter with a copy marked to MFP-PARC. MFP-PARC undertakes to notify the C & F Agent/ Super Stockist of all dispatches of goods within 24 hours of such dispatch by e-mail/post /phone.
- 11.5 The stocks on reaching the premises of the C & F Agent/ Super Stockist shall be checked and counted by the C & F Agent/ Super Stockist. In the event of loss, damage, shortage or spoilage, the C& F agent/ Super Stockist shall report the Loss/ damage to the Transporter /Concerned Insurance Agency and get proper documentation after taking open delivery of goods, and will intimate MFP-PARC immediately about this.
- 11.6 The C & F Agent shall put the necessary remark on acknowledgement copy of GR/LR/CN/Docket/RR/Airway Bill/BL. If the nature of damages appears to happen on account of in- transit damages than the formalities pertaining to Insurance Claims needs to be immediately initiated by way of sending an intimation mail to the insurers, with entire consignment details, initial estimated value of loss along with a request to arrange for survey. Any loss arising to MFP-PARC on account of non-compliance to this process will get recovered from the respective C&F Agent/ Super Stockist.
- 11.7 The C & F Agent/ Super Stockist shall arrange for proper storage of the Products in a separate godown. The godown so utilized for storage of the Products must comply with the provisions of "DRUGS & COSMETICS ACT 1940" and the rules framed there under. The initial requirement of the storage space will be to the tune of 1000 sq.ft. which shall require to be enhanced as per the business volume of the assigned territory. The storage facility so provided to MFP-PARC must have provision of storing temperature sensitive medicines and also separate space for storing expired and damaged medicines. The product as supplied by MFP-PARC must not be mixed up with the Products of any other parties including those of the C & F Agent/ Super Stockist itself. The C & F Agent/ Super Stockist shall be responsible to MFP-PARC for all damages / losses due to improper storage and / or bad handling of the Products or shortage or theft of the Products from their godown and shall indemnify and keep indemnified MFP-PARC for all such losses and damages. The C & F Agent further agrees & authorizes MFP-PARC hereby to adjust any or all such losses / damages from any sums that may be payable to the C & F Agent/ Super Stockist under the agreement or otherwise by MFP-PARC.
- 11.8 The C & F Agent/ Super Stockist shall keep and store the stocks of the said Products in a safe and secure condition to avoid contamination from any source and to prevent damage or loss from theft, fire, flood and other dangers. The C & F Agent/ Super Stockist shall also keep the products in clean and hygienic premises and surroundings in compliance with the rules prescribed by any Authorities. The C & F Agent/ Super Stockist shall also comply in all respects with the requirements of insurance companies engaged or caused to be engaged by MFP-PARC to insure various risks to the products held by the C & F Agent.
- 11.9 The C & F Agent/ Super Stockist, at its sole discretion, will enter into Agreements with the carriers for dispatch of the products from the godown of the C & F Agent/ Super Stockist to various distributors in the territories under the responsibility of C & F Agent/ Super Stockist.. In the event of any loss or damage to the stocks in any manner whatsoever during transportation & transshipment the C & F Agent shall be wholly and solely responsible for recovering the value of such loss from respective transporters/ insurance if any. MFP-PARC shall be entitled to deduct the same from the next payment receivable by the C & F Agent from MFP-PARC.
- 11.10 As the scope of transportation of products from respective C & F/ Super Stockist godowns to distributors lie with the C & F agent/ Super Stockist itself, therefore it is mandatory on the part of C & F agent/ Super Stockist,

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to supply the readily available stock of medicines dispatched & delivered within 48 Hours of receipt of a clean order from respective distributors. Repeated failure to comply with this specific clause of this agreement shall result in termination of this agreement by MFP-PARC. No request for re-consideration etc. will be entertained if the reason of termination has happened on account of this specific clause of this agreement.

- 11.11 Complaint if any, received against quality of the Products supplied by MFP-PARC, shall be promptly reported within 24 Hours to MFP-PARC with relevant documents for appropriate action within 15 days from the date of receipt of such stock.
- 11.12 Only 10 % of delivered good can be returned to MFP-PARC on the ground of expiry date issue.

12 COMMERCIAL TERMS & CONDITIONS

The products so supplied by MFP-PARC to the C & F Agent on a Price decided after contract shall be sold to the distributors on behalf of MFP-PARC as per the payment terms communicated to MFP-PARC also.

- 12.1 All invoices are prepared at trade rates ruling on the date of billing (invoicing) irrespective of the date of receipt of orders.
- 12.2 The C & F/ Super Stockist Agent will not without the consent in writing from MFP-PARC shall make any offer for sale or offer to sale the products at prices less than those appearing in the price list of MFP-PARC.
- 12.3 The C & F Agent/ Super Stockist will not without the consent in writing from MFP-PARC shall arrange to insure the Products stored in the godown of the C & F Agent/ Super Stockist against fire, SRCC (Strike, Riots and Civil Commotion) and flood on declaration basis. In the event of any loss, the C & F Agent/ Super Stockist shall take necessary steps for lodging a claim with the insurance company within the stipulated time limit (usually on or before completion of 07th day of any such happening) as prescribed by the insurance company. The C & F Agent shall be bound and liable to provide necessary information for the declaration to be made under the insurance policy and shall be responsible to comply with the terms and conditions of the insurance policy. The C & F Agent/ Super Stockist further agrees to indemnify and keep MFP-PARC indemnified for any losses / damages that MFP-PARC / its Principals may suffer on account of any breach of the insurance policy by the C & F Agent/ Super Stockist.
- 12.4 All payments by MFP-PARC to the C & F Agent/ Super Stockist shall be subject to income tax and any other statutory levies that may be imposed by the appropriate authorities / statutes.
- 12.5 In the event of any damage to packaging materials of the products which in the opinion of MFP-PARC is not on account of any act of negligence on the part of the C & F Agent/ Super Stockist, the C&F Agent/ Super Stockist shall repack the products with packing materials to be provided by MFP-PARC. If however, in the opinion of MFP-PARC, the damage to the packing materials of the products has occurred on account of any act of negligence on the part of the C & F Agent/ Super Stockist, MFP-PARC shall be entitled to recover the cost of replacing the damaged packing material from the C & F Agent/ Super Stockist and the C & F Agent/ Super Stockist agrees, undertakes and authorizes MFP-PARC to adjust such recoveries from any dues payable to the C & F Agent/ Super Stockist under this Agreement.
- 12.6 The C&F Agent/ Super Stockist shall collect from the distributors the amount of Goods & service tax (GST) as applicable. It is the sole responsibility of the C&F Agent/Super Stockist to collect and make timely payment of such levies and taxes to the concerned Authorities, along with the necessary tax returns as required, and to comply with other provisions of the GST law as applicable. Any default in this connection will be on the account of the C&F Agent/ Super Stockist. The C&F Agent/ Super Stockist shall also keep necessary accounting documents for that purpose.
- 12.7 As the transaction between MFP-PARC and the C&F Agent/ super stockist is of principal to principal basis, the

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C&F agent / super stockist being a registered person has the responsibility to comply with all the provisions of the GST law.

- 12.8 Goods & service tax (GST) assessment shall be the responsibility of the C&F agent/ Super Stockist.
- 12.9 The MFP-PARC shall effect replacement for badly dented/damaged stocks as also for breakages of Products that may occur between the MFP-PARC's C & F Agents' premises and your premises; provided that such breakages/damages are notified to the MFP-PARC within seven days of the receipt of the Products and; provided further that a representative of the MFP-PARC certifies such breakages/damages.
- 12.10 Replacement of damaged stocks and /or stocks that has crossed "BEST BEFORE" shall be solely at the discretion of the MFP-PARC and shall be effected only on the written authorization of the MFP-PARC executive as per the prescribed procedure. The MFP-PARC shall not be liable to replace/reimburse for stocks returned by the distributor / stockist without authorization and/or adherence to the prescribed procedure. Claims should be placed with the MFP-PARC within 30 days. The MFP-PARC shall entertain no claims after three months of billing (invoicing)
- 12.11 In the event the MFP-PARC has allowed you to make payment by cheque, and any cheque is dishonored on presentation for any reason whatsoever, notwithstanding and without prejudice to its other rights:
- a. You shall be liable for all costs, charges and expenses incurred by us, together with interest at the rate of 20% per annum or pro rata thereof from the date of invoice till effecting actual payment in full.
 - b. The facility of forwarding your cheque along with your purchase order shall be withdrawn forthwith.
 - c. You shall immediately make the full payment by demand draft or pay order or post dated cheque including the Bank Charges.
 - d. You shall also be liable for all legal consequences in respect of dishonour of cheques as provided in the Negotiable Instruments Act, 1881 (as amended from time to time).
 - e. You shall undertake and agree to make of all monies payable by you from time to time strictly in accordance with the terms of payment as provided herein and maintain deposit of such amount for such period as determined by the MFP-PARC with or without interest.
 - f. Without prejudice to our right as provided as provided hereunder or otherwise, it is hereby expressly agreed between the parties that the aforesaid condition is the essence of the contract to supply and that the neglect, failure or omission by you to make payment of any amount or part thereof as above or otherwise pursuant to any contract for supply following this appointment, shall entitle us to any other recourse including:
 - g. To stop further dispatch of the Products until payment in respect of all earlier supplies is made in full by you and /or;
 - h. To require you to make all future purchases by demand draft and/or,
 - i. To terminate forthwith the contract.

14. GENERAL TERMS & CONDITIONS

- 14.1 You shall not enter into any contract or by any other means in the course of the sale of the MFP-PARC's Products, pledge our credit or make any representations or give any warranties other than those from time to time duly authorized in writing in this regard by the MFP-PARC.
- 14.2 The C & F Agent/ Super Stockist shall display signboard at the godown premises and inside the godown premises indicating that he is the C & F Agent/ Super Stockist of MFP-PARC. The C & F Agent/ Super Stockist will also maintain a proper office for the purpose of Business of MFP-PARC and this office must have adequate furniture and fixtures for carrying out efficient operations by MFP-PARC staff.
- 14.3 The provisions of the Indian Contract Act, 1972 shall apply in so far the same are not inconsistent with this agreement.

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- 14.4 MFP-PARC reserves its right to appoint any other person/firm/company as Distributor / Stockist/C & F Agent or to make supplies directly, whenever and wherever it deems necessary to do so.
- 14.5 MFP-PARC will install appropriate software for entire supply chain management function involving Procurement, Distribution, Logistics, Retail Sales Operation and Accounting. It will be the responsibility of C & F Agent/ Super Stockist to implement the same properly and make necessary data inputs as per the system requirement on real-time basis.
- 14.6 No relaxation to operation terms of utilization of the software will be entertained. MFP-PARC has sole and complete right to immediately terminate this agreement with such C & F Agent/ Super Stockist who either refuses or are not adopting the operation through software system.
- 14.7 The C & F Agent/ Super Stockist shall conduct sales and distribution of the products on such terms and conditions at such rates / prices intimated by MFP-PARC. In case MFP-PARC announces schemes / gifts / discounts etc. the C & F Agent/ Super Stockist shall make available to distributors such offer as per the terms of MFP-PARC. The C & F Agent/ Super Stockist shall maintain such records in respect of schemes / gifts / discounts, as prescribed by MFP-PARC.
- 14.8 The C & F Agent/ Super Stockist shall appoint distributor/ stockist for dealing with MFP-PARC's product and will communicate with documentation to MFP-PARC. The C&F agent/ Super Stockist will have the full authority of appointing distributors and if required may not appoint any distributors.

15. TERRITORY WISE FINAL EVALUATION OF BID

15.1 The following will be the criteria for final evaluation of bids

- (A) The Amount of Lowest discount on Maximum Retail Price (MRP) of Vindhya Herbals Products will determine the L1 (Lowest Applicant)

15.2 In case of a tie after evaluation as 15.1(A) the following will be the criteria for selecting successful candidate:

- (A) Criteria 1 - Average of volume of annual sale in last 3 years.
(B) Criteria 2 - Number of companies served.

TECHNICAL BID FOR EOI

**EOI for appointment of: Carrying & Forwarding agents (C&F Agent)/ Super Stockists for
Minor Forest Produce Processing & Research Centre (MFP-PARC), Bhopal**

LIST OF DOCUMENTS TO BE ATTACHED

S. No.	Document	Yes/ No	Remark
1	Earnest Money Deposit @Rs. 4,00,000/- Four Lakh Rupees (online) Receipt	Yes/ No	
2	Fee of Eoi form @ Rs.1000 (online) Receipt	Yes/ No	
3	Annual Sales Volume handled for last 3 years is equal to or more then Rs. 2.0 Crores	Yes/ No	
4	Acceptance of the applicant to procure and sell Vindhya Herbals products of Rs. 2.0 Crores Annually (to be given on notarised stamp paper of Rs. 500/-)	Yes/ No	
5	Balance Sheets for last 3 years	Yes/ No	
6	Profit & Loss Accounts for last 3 years	Yes/ No	
7	Copy of Income Tax Return for last 3 years	Yes/ No	
8	Power of attorney (if required)	Yes/ No	
9	Certificate regarding serving 2 FMCG/ 2Pharmaceutical companies	Yes/ No	
10	Certificate of authorized signatory from the firm (if applicable)	Yes/ No	

(Evaluation of Technical Bid shall be done on the basis of above documents and details. Financial Bids shall be opened only for those, found successful in Technical Bid)

Details of Documents (Cover A & B)

EOI Bid	Cover	Annexure	Mode	Yes/ No
Technical Bid	Cover A	1,2,3,4,6	Hard copies & Online (Scanned copies to be uploaded on portal also)	Yes/ No
Financial Bid	Cover B	5	Online Only	Yes/ No

Details of EMD

Territory Applied	Amount in Rs.	Online receipt Number	Date

Signature & Seal

Full Name of the Applicant

CATEGORY & TERRITORY OF INTEREST

Category	Territory	Please Tick
Over To Counter (OTC) Products and Classical & Proprietary Ayurvedic Medicines	Indore	
	Jabalpur	
	Gwalior	
	Rewa	

Signature & Seal

Full Name of the Applicant

INFORMATION ABOUT THE APPLICANT

Name of the Applicant	:	
Registered Office Postal Address	:	
Registration no. of firm	:	
Telephone	:	
Mobile	:	
Fax No	:	
E-Mail	:	
G.S.T No	:	
Date of Establishment	:	
Type of Firm		Proprietary [] Partnership Firm [] Limited Company []
Key Person to deal with	:	
Designation	:	
Name of Bank with Account No.	:	
Address of Bankers	:	
Office space (sq. ft.)	:	
Go-down space (sq. ft.)	:	
Go-down Location(s)	:	
Number of Employees		Managers [] Supervisors [] Sales Person []

Signature & Seal

Full Name of the Applicant

APPLICANTS EXPERIENCE DETAILS

1. Please Tick [FMCG]/ [Pharmaceuticals]

2. Last 3 years details

Year	Firm Name (Location)	Business Operation Area	Annual Turnover
2017-2018			
2018-2019			
2019-2020			

3. Type of Business Handled: C&F [] Super Stockist [] Distribution [] Trading [] Wholesale [] Importer/ Exporter []

4. Other Brands handled:

5. Other major companies served:

6. No. of distributors you currently deal with:

Signature & Seal

Full Name of the Applicant

FINANCIAL BID TO BE SUBMITTED ONLINE MODE ONLY**(FORMAT FOR REFERENCE PURPOSE ONLY)**

EOI for appointment of: Carrying & Forwarding agents (C&F Agent)/ Super Stockists for Minor Forest Produce Processing & Research Centre (MFP-PARC), Bhopal

Percentage of Discount Proposed on Maximum Retail Price (MRP)

Name of the Territory	Category	Percentage of Discount Proposed on Maximum Retail Price (MRP) in %	
		IN NUMBER	IN WORDS
	Over To Counter (OTC) Products and Classical & Proprietary Ayurvedic Medicines		

Note: If the applicant is interested in more than 1 territory then apply separately for each territory. This form is applicable for only one territory. If the applicant wants to apply for more than one territory then separate BID should be submitted in hardcopy and online mode. The term and conditions will be applicable on each of the category or territory.

Signature & Seal

Full Name of the Applicant

EOI FOR APPOINTMENT OF C&F AGENTS/ SUPER STOCKISTS

APPLICANTS ACCEPTANCE FORM

1. I/ We hereby declare that I/we are interested in providing my/ our services as C&F/ Stockist 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 taking the territory..... for the category to provide our service as C&F/ Stockist.
3. As per my financial bid I/ We declare that I will charge my/ our commission and forward to distributor appointed by me and further the retailers will get commission according to financial bid.
4. I/ We hereby declare that I/We have read and understood all the terms and conditions of the EOI 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 & security deposit submitted.

Date:

Signature & Seal

Full Name of the Applicant