



Request for Proposal (RFP)
For the "Appointment of International and Domestic Marketing, Distribution and Sales Agency for MFP PARC (Vindhya Herbals) Products"

Tender Inviting Authority
Chief Executive Officer
MINOR FOREST PRODUCE PROCESSING & RESEARCH CENTRE (MFP-PARC)
(An ISO 9001:2015, EMS 14001:2015 & GMP Certified Unit)
Van Parisar, Barkheda Pathani, Bhopal – 462022, Madhya Pradesh
A Unit of MP State Minor Forest Produce (T&D) Co-operative Federation Ltd. Bhopal, Madhya Pradesh
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Cost of Tender Form: Rs 1,000/- Plus GST as Applicable (Non – Refundable)

NOTICE INVITING TENDER: REQUEST FOR PROPOSAL

Request For Proposal invited for "**Appointment of International and Domestic Marketing, Distribution and Sales Agency for MFP PARC (Vindhya Herbals) Products**" from interested Individual /Limited Company/ Firms as per details mentioned in the tender documents. The interested companies/Firms/Agencies shall submit their TECHNICAL & FINANCIAL BID through MP Governments online portal; <https://mptenders.gov.in>

The tender document may also be downloaded from website www.vindhyaherbals.in for reference purpose only.

The tenderer must read scope of work and all the terms & conditions carefully before filling up the tender. Any clarification regarding scope of work may be obtained by sending request through email to mfpparc@gmail.com

The interested companies/Firms/ Agencies shall submit the complete Bid (technical and financial bid) in all respects along with Earnest Money Deposit (EMD) of Rs 1,00,000 (One Lakh Rupees) along with Earnest Money Deposit (EMD) receipt and other requisite documents through online mode only.

Separate tender document shall be submitted through online by the bidder.

Online Tender bid (technical and financial bid) can be submitted by **01/08/2023 up to 3.00 PM**

S.N.	Marked on the cover	Contents of Envelope
1	Technical Bid	All the requisite documents as mentioned in tender document along with ANNEXURE: I to X ONLINE ONLY (Do not Submit Hardcopy)
2	Financial Bid	ONLINE ONLY (Do not Submit Hardcopy)

The tenders which are not submitted in above mentioned manner shall be summarily rejected.

The tenderer shall quote the discount rate in Financial Bid, in % (percent) through ONLINE mode only, for the works to be carried out as per Scope of Work.

There is no need of submission of technical & Financial Bid in hard copies.

The tender, which is not accompanied by the requisite Documents, Tender form fees & Earnest Money Deposit (EMD), shall be summarily rejected.

The Chief Executive Officer, MFP-PARC, Bhopal reserves the right to reject any or all tenders without assigning any reasons whatsoever.

Validity of the Tender offer will be 180 days from the opening of the bid.

Chief Executive Officer

Minor Forest Produce Processing & Research Centre
(MFP-PARC) Bhopal

DISCLAIMER

This Request for Proposal (RFP) is issued by CEO MFP-PARC, Barkheda Pathani, Bhopal (hereinafter referred to as "Authority")

The RFP is not a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall this RFP or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Authority nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither Authority nor any of its officers, employees nor any of its advisers nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates, Projections, targets and forecasts with respect to the Project. Such statements estimates, Projections, targets and forecasts reflect various assumptions made by the management, officers and employees of Authority, which assumptions (and the base information on which they are made) may or may not be provided or prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied upon as, a promise, representation or warranty Authority accepts no responsibility for statement made in any advertisement or other material and any one placing reliance on any other source of information would be doing so at his own risk and responsibility.

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ABBREVIATIONS

BS	Bid Security
MFP	Minor Forest Produce
MFP PARC	Minor Forest Produce Processing and Research Centre
CEO	Chief Executive Officer
MD	Managing Director
ToR	Term of Reference
GST	Goods & Services Tax
EMD	Earnest Money Deposit
MRP	Maximum Retail Price
GoI	Government of India
GoMP	Government of Madhya Pradesh
LoI	Letter of Intent
LoA	Letter of Acceptance
MoU	Memorandum of Understanding
PS	Performance Security
RFP	Request for Proposal

SCHEDULE OF THE BIDDING PROCESS

Details and important dates (Proposed)	
Tender/RFP, Reference number	MFP-PARC/TENDER/RFP-INT-M/2023/ dated 11/07/2023
Download & Purchase of tender Start Date & Time	12/7/2023 from 05.00 PM https://mptenders.gov.in
Last Date & Time for receiving Queries	20/07/2023 up to 03.00 PM
Pre bid meeting Date & Time	25/07/2023 at 03.00 PM
Place of Pre bid meeting	Office of CEO, MFP-PARC, Barkheda Pathani, Bhopal- 462022, Madhya Pradesh
Last Date & Time of submission of Bid (ONLINE)	01/08/2023 up to 03.00 PM
Date and time of opening of Technical Bid	02/08/2023 at 04.00 PM
Place of opening of Technical bid	Office of CEO, MFP-PARC, Barkheda Pathani, Bhopal- 462022, Madhya Pradesh
Opening of Financial Bid	Will be informed later
Other Important Information's	
Tender Form Fees	1000/- (Rs. One Thousand Only) + GST (Payment through online only)
Earnest Money Deposit (EMD)	1,00,000/- (Rs. One lakh) (Payment through online only)
Performance Security Deposit	10,00,000 (Rs. Ten Lakh Only) in the form of Bank Guarantee
Address for communication / submitting of bids	Office of CEO, MFP-PARC, Barkheda Pathani, Bhopal- 462022, Madhya Pradesh 0755-2970629, mfpparc@gmail.com

RFP documents can be downloaded from the online tender website of MP Govt; <https://mptenders.gov.in> and to be submitted before the due date & time. The bidders are requested to deposit the Tender Fees and EMD through online portal <https://mptenders.gov.in>.

Other forms of payment shall not be entertained.

DEFINITIONS

Authority

“Authority” shall mean the Chief Executive Officer or any authorised officer on behalf of MFP-PARC or official of MP State MFP Federation.

Commercial Operation Date (COD)

“Commercial Operation Date” shall mean date as specified in clause 17.9 of this RFP

Concessionaire/ Agency

Concessionaire/ Agency shall mean the successful bidder who has been awarded the bid and has entered into the agreement with authority after fulfilling all the requirements.

MFP

MFP shall mean Minor Forest Produce as defined in various Forest Acts/Rules.

Vindhya Herbals

Vindhya Herbals shall mean the brand name of MFP-PARC products.

Products

Products shall mean the items being offered by MFP-PARC as detailed in Annexure-X

Domestic and International Distribution

Domestic and International Distribution shall mean procurement and sale of MFP-PARC products in India and out of India.

Domestic and International Marketing

International Marketing shall mean marketing and sale of MFP-PARC products in India and out of India

MFP-PARC

MFP-PARC shall mean Minor Forest Produce Processing and Research Centre, Barkheda Pathani, Bhopal.

MRP

MRP shall mean prevailing Maximum Retail Price of the product as determine by the Concessionaire/Agency.

1. INTRODUCTION

- 1.1 The State of Madhya Pradesh is endowed with a rich and varied expanse of natural resources. The abundant natural resources play an important role in fulfilling the livelihood needs of people dwelling in and around forests. Owing to ever increasing anthropogenic pressure, coupled with erratic exploitation regime, these resources are facing irreversible depletion. Madhya Pradesh Minor Forest Produce (Trading & Development) Co-operative Federation Ltd. is working to ensure that precious natural resources can be protected and harvested in a sustainable manner.
- 1.2 To ensure villagers empowerment, to provide a structure for MFP processing and value addition and to impart technical and economical impetus, M.P. State Mandi Board along with M.P. State Minor Forest Produce Federation financed a project in the year 2002-2003 under which Minor Forest Produce Processing and Research Centre (MFP-PARC) has taken its shape at Barkheda Pathani, Bhopal.
- 1.3 The programmes initialized are as under:
 - 1.3.1 Quality Control and Standardization for MFP
 - 1.3.2 Developing Technology for Processing of MFP
 - 1.3.3 Spreading awareness about conservation of MFP
 - 1.3.4 Training for sustainable harvesting practices.
 - 1.3.5 Marketing platform for MFP to Primary MFP Cooperative Society.
 - 1.3.6 Quality testing of raw and processed MFP.
- 1.4 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 Ayurvedic products/Pharmaceuticals/ FMCG under the registered brand name of "Vindhya Herbals" an ISO 9001:2015, EMS 14001:2015 & GMP Certified Unit at its registered premises at Barkheda Pathani, Bhopal.
- 1.5 MFP-PARC is engaged in the business of production and Sale of Ayurvedic Medicines and Herbal products under the Brand Name of "Vindhya Herbals."
- 1.6 Minor Forest Produce Processing and Research Centre (MFP-PARC) has a history of supplying quality Ayurvedic drugs (classical & proprietary) and other herbal products to AYUSH and other govt. departments of more than 15 states. MFP-PARC has license to produce more than 350 Ayurvedic and plant based formulations.
- 1.7 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) MFP PARC is a profit making organization and has Rs.30-35 crore rupees average annual turnover.
- 1.8 **Vision**

Stimulate and strengthen the partnership between Government, Herbal Industries, Scientific community and collectors/farmers to protect, promote and project traditional herbal healthcare systems and products.
- 1.9 **Objective**
 - 1.9.1 Processing and manufacturing of Ayurvedic and Herbal Products.
 - 1.9.2 Developing better technology for primary processing, value addition and packaging of MFP & its products to help its farmers/collectors increase their income.
 - 1.9.3 To provide facility of laboratory testing for MFP to farmers/cultivators and small processors at very reasonable charges
 - 1.9.4 Spreading awareness of scientific harvesting techniques to the collectors of MFP.
 - 1.9.5 Research and development in this sector.
 - 1.9.6 Developing marketing-system for raw material of medicinal and aromatic plants.
 - 1.9.7 To provide training facilities for harvesting, processing, value-addition etc. of MFP to all stakeholders.
 - 1.9.8 Encouraging environmental protection and spreading awareness about biodiversity conservation.

1.10 Activities

1.10.1 Quality Control and Standardization for MFPs

Research work and analysis of different active ingredients present in different medicinal & aromatic plants has been taken up. The awareness of quality parameters prevailing in the national and international market will be provided to the cultivators/collectors. Lab testing facilities have also been made available to the general public.

1.10.2 Developing Technology for Processing of MFP

Farmers interested in agro-forestry, harvesting, primary processing, scientific extraction and marketing of MFP are being trained. In tribal areas, collectors of minor forest produce, members of primary co-operative societies and villagers are also being trained about bio-diversity conservation, primary processing and value addition.

1.10.3 Spreading Herbal Awareness about MFP

The knowledge of the medicinal plants farming and their harvesting and other aspects are being made available to students, farmers, small cultivators and people at large through herbarium, nursery etc. Training at the MFP-PARC is also being imparted to collectors so that herbal awareness reaches the masses.

1.10.4 Facilitating Marketing of Minor Forest Produce

Marketing facility of medicinal and aromatic plants' raw material is being provided to collector's /farmers/ producers by inviting buyers and making them available an easy access for disposal of their harvest. On-line facility has also been provided so that in coming times, a proper system of business linkages of grower/ cultivators/ collectors, manufacturers, and producers is facilitated.

1.10.5 Buyer Seller Meet

MFP PARC organizes buyer-seller meets annually during the International Herbal Fair. Collectors & Primary Cooperative Society across M.P. MFP State participate and showcase their quality raw material (MFP). Traders, manufactures along with MFP-PARC enters into MoUs with Collectors & Societies after negotiating on the rates, quality, payment terms, period of delivery, etc. This meet provides a platform to Collectors and Societies to get better rates for their quality raw material. MFP PARC plans to organize such meetings on a regular basis and at national and international level.

1.11 Our Business

1.11.1 Government Supply

MFP PARC is one of the 8 firms recognized by AYUSH Department (Department of Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homoeopathy). MFPPARC supplies Vindhya Herbals products through a tender process to state AYUSH departments in different states of India namely Madhya Pradesh, Karnataka, Punjab, Haryana, Rajasthan, Andhra Pradesh, Orissa, Pondicherry, Manipur and Jammu & Kashmir.

1.11.2 Retail Business

Vindhya Herbals products are distributed through a well-established distribution channel which includes distributors, franchise, Sanjeevani Ayurveda Kendra and online portals. There are 27 "Sanjeevani Ayurveda Kendra" in different cities of Madhya Pradesh.

Chief Executive Officer, MFP-PARC, (Hereinafter referred to as "Authority") intends to seek services of an Domestic and International Marketing, Distribution and Sales Agency for increasing outreach and sales of MFP-PARC products.

The Agency will work with MFP-PARC to develop and execute an overall strategic, domestic and international marketing, distribution and retail sales plan for the organization.

2. OVERVIEW OF RFP & SCOPE OF WORK

The major objective of this RFP is to seek service of **"International and Domestic Marketing, Distribution and Sales Agency for MFP PARC (Vindhya Herbals) Products"** of MFP-PARC Bhopal. The Agency is supposed to help increase outreach sale of Vindhya Herbals brand of Ayurvedic products in Domestic and International Market. The Agency shall work with MFP-PARC to develop and execute an overall strategic marketing and sale plan for the organization. The Authority shall shortlist the bidder on Technical and Financial Qualification as mentioned in the document.

MFP-PARC is licensed to manufacture more than 845 types of products. Currently MFP-PARC is engaged in manufacturing of more than 300 types of products; MFP-PARC is committed for purity of the products and raw material mostly procured from forest dwellers.

Therefore, the manufacturing process is enriched by genuine raw material. We have reasonable domestic market as detailed in clause 1 of this document. We intend to outreach our quality products in Domestic and international market.

The successful Bidder or Agency will be delivered the required products at the doorstep of the MFP-PARC for domestic and international marketing subject to conditions as provided in the RFP.

The scope of work of the Concessionaire, during the period of contract will also include-

- 2.1 Manage International and Domestic retail Marketing, Sale activities and distribution of MFP-PARC products as mentioned in Clause 4
- 2.2 Create genuine information about the products and their benefits.
- 2.3 Manage and develop the brand Vindhya Herbals in the relevant market.

3. ELIGIBILITY CRITERIA

To be eligible for qualification and short-listing, the Bidders shall have to satisfy the following conditions of eligibility:

- 3.1 The bidder should have eligible experience of 03 years of similar work prior to proposal due date.
- 3.2 Authority will have the right to adjudge whether the said experiences are eligible or not and can accordingly reject or accept the same for technical evaluation, which cannot be challenged.
- 3.3 The bidder or Group Company should have average annual turnover of minimum Rs. 50 crores in preceding 02 years (2020-21, 2021-22). [Tech-I]
- 3.4 One of the director/proprietor/partners of the company/firm/joint venture should have been in the field of international marketing and sales for a minimum of 03 years [Tech-II]
- 3.5 The bidder should be managing advertising spends of minimum Rs. 10-25 lakhs per year across digital platforms in proceeding two years (2020-21, 2021-22). [Tech-III]
- 3.6 The bidder must have a valid import export certificate. [Tech-IV]
- 3.7 Language

The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

4 TERMS OF REFERENCE

4.1 General Conditions

For the scope of work mentioned in Clause 2, following terms & conditions have to be followed.

- 4.1.1 Bidder should have all necessary licenses and permissions needed for marketing and sales in domestic and international market. If any license or permission is required for MFP-PARC then the successful bidder will have to facilitate the same for MFP-PARC.
- 4.1.2 The contract period shall be for 07 years from the date of commercial operation date (COD) which may be extended for 02 more years after assessment of satisfactory performance in the previously awarded period and prevailing market trends. The CEO, MFP-PARC is authorized to make decisions about extension of the contract period. In any case total contract period shall not be more than 10 years.
- 4.1.3 The Agency shall appoint an authorised officer for all communication and day to day dealing with MFP-PARC on his behalf.
- 4.1.4 The inventory of stock available with MFP-PARC shall be shared with the Agency on a weekly basis. The Agency has to place orders based on the available inventory, which shall be supplied to the Agency at the door step of MFP-PARC within 10 working days.
- 4.1.5 If the Agency desires to procure any item more than the available quantity in the inventory or any item, which is not part of readymade inventory but for which MFP-PARC has the license to manufacture, the Agency will inform the anticipated demand needed and it shall be procured by him as soon as they are made available. The MFP-PARC is committed to supply the demanded quantity of above products within the next 45 days of receiving such demand. In case for reason beyond control of MFPPARC, if it cannot manufacture the product or desired quantity, MFPPARC will intimate the same to the Agency within 7 days of receiving such demand.
- 4.1.6 The MFP-PARC and the Agency shall maintain a separate email address for the communication regarding this contract. Such email address is part of the agreement and any communication from either side shall be deemed to be communicated on these emails.
- 4.1.7 After receiving order from the Agency, the ready stock at the MFP-PARC shall be made available to the Agency in 10 working days.
- 4.1.8 The Agency will have to deposit Bank Guarantee as per clause 19 & 20 against the product purchased from MFP-PARC. Supply of products shall not be more than 90% of the amount of Bank Guarantee furnished by the Agency.
- 4.1.9 Product which are expired will be taken back by MFP- PARC subject to the condition that such products are returned within 90 days from the date of expiry and during the period of validity of this contract. MFP-PARC will not refund the cost of product returned, the same shall be adjusted through supply of alternate products.
- 4.1.10 MFP-PARC will not take responsibility of products damaged or lost after delivery the products to Agency.
- 4.1.11 This purchase Price or value of purchase means the price of products at which the Agency has purchased the products from MFP-PARC. This price of each product shall be including Goods and Service Tax (GST) as applicable at the time of sale. All other types of taxes on sale have to be paid by the Agency.

- 4.1.12 The Agency will inform the language and other needed scripture on packaging for supply to a particular country. The MFP-PARC will ensure labelling in that language and will bear the cost, if the order of supply (single product) is more than Rs. 5 lakh rupees. If the supply order is less than Rs. 5 lakh rupees cost incurred for such changes shall be levied on the Agency. The product, Brand name, details of manufacture etc., cannot be changed or altered by the Agency. However, Agency is always welcome to make suggestions about the type and style of packaging and any enhancement which will make product more marketable and acceptable in international market.
- 4.1.13 The Agency will submit monthly returns of the supply details of the products in a prescribed format before the 15th day of the next month positively.
- 4.1.14 The MFP-PARC Products shall be sold to Concessionaires on "As is where is basis" The Concessionaire is advised to go through the list of products available with approximate capacity in Annexure-X He shall satisfy him/ herself before bidding for the contract.
- 4.1.15 Formalities for obtaining all necessary licensing and permissions required for Domestic and international marketing and sale shall be initiated and completed by the Agency on behalf of MFP-PARC.
- 4.1.16 MFP-PARC is committed to cater the domestic market first, therefore may restrict sale of product in international market to its 40% annual manufacturing capacity.
- 4.1.17 Concessioner will defend any claim in relation to the digital marketing and sales of the products in national and international courts, forum etc. on behalf of MFP-PARC which have arise due to international marketing and sales under this agreement.
- 4.1.18 Financial Bid is on prevailing as mentioned in Annexure-X of the products of MFP-PARC, which may change in future.
- 4.1.19 Tax liability after sale price lies on the Agency. If Agency sells the products at higher price or due to difference of sale price, all due tax liabilities shall have to be borne by the Agency.
- 4.1.20 Agency should ensure full satisfaction of quality and quantity of the products before delivery. After delivery no complaint of damage etc, shall be entertained.
- 4.1.21 Agency shall submit quarterly report of customer feedback after taking necessary suggestions.
- 4.1.22 The Concessionaire shall follow all international, central and State government acts, rules, approved policy guidelines for execution of the awarded work.
- 4.1.23 Anything which is not defined in this contract or the terms or words or not defined in the Acts and Rules mentioned in this contract, the meaning as mutually decided between Agency and Chief Executive Officer, MFP -PARC shall be final.
- 4.1.24 The Concessionaire shall not encumber the awarded work by way of pledge, Hypothecation, mortgage, sublet and license or in any other manner.
- 4.1.25 MFP- PARC or its official shall have full authority to inspect and verify premises, accounts or any other thing which is part of running of business under this contract. The Concessionaire may be required to submit the accounts as and when directed by the authority, which the concessionaire cannot deny and the same shall be provided by the concessionaire within a reasonable time limit not later than 7 days.
- 4.1.26 The Concessionaire has to confine his/her activities within limits specified under the contract.

- 4.1.27 The Concessionaire shall have to submit periodic information in such periods and formats, as decided by authority.
- 4.1.28 Feedback mechanism as decided by MFP-PARC and authority has to be followed and submitted to authority and MFP-PARC in such manner and time as prescribed by authority.
- 4.1.29 In case the Concessionaire commits breach of any of the terms and conditions and stipulation herein contained on the part of the Concessionaire to be observed and performed, the authority reserves the right to take appropriate action which may include imposition of penalty or termination of contract or both. Bank Guarantee in case of termination shall be forfeited.
- 4.1.30 In case of any dispute, difference or controversy of whatever nature howsoever arising under, out of or in the relation to this RFP, between the parties and so notified in writing by either party to the other (the "Dispute") in the first instance shall be attempted to be resolved in accordance with the procedure set for in as per Clause 23 & 24.

4.2 For the scope of work mentioned in Clause 2, following special conditions have to be followed.

- 4.2.1 The Agency shall be required to achieve following year wise targets of purchase from MFP-PARC at the awarded rates from the date of commercial operation date (COD) after signing of the agreement.

PERIOD	TARGET (In Rs. Crore)
First year	7.25 Crore
Second year	8.25 Crore
Third year	9.00 Crore
Fourth year	10.00 Crore
Fifth year	11.00 Crore
Sixth year	12.00 Crore
Seventh year	13.00 Crore

- 4.2.2 If the Agency is able to achieve a purchase target of more than 125% in a particular year, the Agency shall be given a additional discount of 0.5% of MRP on the target achieved in that particular year and if the Agency is able to achieve the target of more than 150% in a particular year, he shall be given an additional discount of 1.0% of MRP on the target achieved in that particular year.
- 4.2.3 If the Agency achieves a target less than 75% in a particular year, then he will have to pay a penalty of 0.5% of the MRP of the target of that particular year. If the Agency achieves less than 50% of the target in a particular year, he will have to pay a penalty of 1% of the MRP of the target of that particular year.
- 4.2.4 If the Agency fails to achieve more than 50% target in 02 consecutive years the authority may terminate the contract after giving a notice of 15 days to the Agency.
- 4.2.5 In case of the agreement extension after 07 years, the annual target will be 10% more for next every year.

- 4.2.6 The Agency will be responsible for development of marketing distribution channels, engagement of marketing representatives, collection agents etc., for marketing and brand promotion.
- 4.2.7 The appointed agency will also be responsible for development of promotion and IEC material for brand promotion and marketing.

5 PRE-BID MEETING

The Authority will hold a Pre-Bid Meeting, on the date specified in the Schedule of Bidding Process, to discuss the issues related to the invited Proposal (RFP) with all the prospective Bidders. Authority, at its discretion, may also hold further discussions with the prospective Bidders to finalise the technical/commercial parameters and other related issues for the proposal, before submission of the Proposals, which would be common for all the Bidders. Prior to the Pre-Bid Meeting, the prospective Bidders may submit a list of queries and propose deviations by the date and time as specified in schedule of bidding process if any, to the Proposal requirements and/or the Draft Contract Agreement. Contract Agreement will be derived from general conditions of this RFP. Authority may amend the RFP at its sole discretion, based on inputs provided by prospective Bidders.

Bidders may note that Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Contract Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

6 Amendment of RFP

- 6.1 Authority may modify the RFP by issuing an Addendum/corrigendum before Proposal Due Date, which shall become a part of the RFP.
- 6.2 To give prospective Bidders reasonable time to take Addendum/ corrigendum into account in preparing their bids, Authority may, at its discretion, extend the Proposal Due Date.
- 6.3 Any Addendum/ corrigendum thus issued will be uploaded on the website <https://mptenders.gov.in> and it will be deemed to be communicated to all prospective bidders by this uploading on the website.

7 Proposal Validity period

Proposal should remain valid for a period not less than 180 days from the Proposal Due Date.

8 Right to Accept or Reject Proposal

- 8.1 Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to execution of the Contract Agreement, without liability or any obligation for such acceptance, rejection or annulment.
- 8.2 Authority reserves the right to reject any Proposal if:

At any time, a material misrepresentation is found or uncovered for a bidder or any of its members

The Bidder does not respond promptly and thoroughly to requests for supplementary information required for the evaluation of the Proposal. Authority may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period as decided by Authority.

9 INSTRUCTIONS TO BIDDERS

9.1 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. Authority will neither be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

9.2 Inspection and Site Visits

Bidder at its own responsibility and risk is encouraged to visit MFP-PARC and examine the feasibility of the proposal and obtain all information that may be necessary for preparing the Proposal. The costs of visiting the Site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the bidding process.

9.3 Bidder's Responsibilities

The Bidder is expected to examine carefully the contents of all the documents provided by the Authority. Failure to comply with the requirements of RFP will be at the Bidders' own risk.

It would be deemed that prior to the submission of the Proposal, the Bidder has made a complete and careful examination of requirements and other information set forth in this RFP, received all such relevant information as requested from the Authority; and made a complete and careful examination of the various aspects of the Proposal including but not limited to:

- a) The Product Details
- b) Existing production facilities
- c) The conditions of the production and utilities
- d) Conditions affecting transportation, access, disposal, handling and storage of the materials.
- e) Clearances necessary for the Proposal.
- f) All other matters that might affect the Bidder's performance under the terms of this RFP
- g) Acquainting himself with local and central laws and rules and regulations there to as well as other applicable rules and regulations relevant to the Proposal. Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

9.4 Tender fee

All the bidders bidding for this RFP would be required to pay Rs 1000/- (One thousand only) as tender fee online through the tender portal only.

10 EARNEST MONEY DEPOSIT (EMD)

- 10.1 Authority shall have the right to reject the Proposal, if it does not include the Earnest Money Deposit.
- 10.2 No interest shall be paid for EMD deposit.
- 10.3 Bidder is required to deposit an Earnest Money Deposit of Rs 1,00,000 (Rs. One Lakh Only) through online tender portals mode only.
- 10.4 The Earnest Money Deposit of unsuccessful bidder shall be promptly refunded but not before then one month after the expiration of the Proposal validity period or within 45 days of issue of letter of award (LoA) to the preferred bidder, whichever is earlier.
- 10.5 The proposed validity period of Earnest Money Deposit of the successful bidder shall be extended till the date on which contract agreement is signed and performance security is submitted by the bidder.

- 10.6 The Earnest Money Deposit shall be forfeited by authority, in any of the following case:
- 10.6.1 The Bidder withdraws its bid after the Proposal Due Date
 - 10.6.2 Successful Bidder fails to accept Letter of award
 - 10.6.3 Successful Bidder fails to submit the Performance Security
 - 10.6.4 Successful Bidder fails to enter into contract agreement within the time prescribed.
 - 10.6.5 If the bidder conceals any factual information or makes incorrect and misleading statements.
 - 10.6.6 If the bidder tries to influence MP MFP Federation/ MFP-PARC or any of its officials in relation to the evaluation and award of Bids; the authority shall have right to black list bidders along with forfeiture of the Earnest Money Deposit (EMD) in any of the above cases.

11 CHECKLIST FOR TECHNICAL BID

Bids must be accompanied with the following documents:

- 11.1 Details of tender fees receipt and EMD fees receipt of/ Rs. 1,00,000/- (Rs. One Lakh only)- **[Annexure- I]**
- 11.2 The bidder or Group Company should have average annual turnover of minimum Rs. 50 Crores in preceding 02 years (2020-21, 2021-22). **[Tech-I: Annexure- II]**
- 11.3 One of the director/proprietor/partner of the company should have been in the field of International or Domestic marketing for a minimum of 03 years. **[Tech-II: Annexure- III]**
- 11.4 The bidder should be managing advertising spends of minimum Rs. 10-25 lakhs per year across digital platforms in proceeding two years (2020-21, 2021-22) **[Tech-III: Annexure-IV]**
- 11.5 The bidder must have a valid import export certificate. **[Tech-IV: Annexure-V]**
- 11.6 Application form or covering letter along with necessary documentary proof- **[Annexure –VI]** (Along with PAN/TIN and partnership deed or certificate of incorporation etc. as the case may be)
- 11.7 Data sheet- **[Annexure- VII]** along with Sale tax/GST details, documents related to empanelment of other government organizations etc.
- 11.8 Affidavit / undertaking- **[Annexure- VIII]**
- 11.9 Vendor detail along with a certified true copy (attested by a notary) of identity proof of the Bidders shall be submitted. Acceptable identity proofs are Indian passports, Voter IDs and/ Aadhar Card, Copy of PAN Card. (In case of Individual/Firm/Company), registration certificate of Firm / Company- **[Annexure- IX]**
- 11.10 List of MFP-PARC products available for sale with MRP **[Annexure- X]**. (Financial Bid is on prevailing MRP as mentioned in Annexure- X of the products of MFP-PARC, which may change in future.)
- 11.11 Any other documentary proof, where ever applicable, as evidence of satisfaction of the Technical and Financial requirements as stated in relevant section and not mentioned here.
- 11.12 Bids not in prescribed format and that do not contain the requisite documents shall be summarily rejected.

12 BID SUBMISSION

Tenders are invited through MP Govt online portal <https://mptenders.gov.in> from any Individual/ Limited Company/ Firms who have experience of at least of International marketing, and sales and whose minimum average annual turnover and minimum net worth are as detailed in Clause 3

- 12.1 Tender documents can be downloaded from the website at <https://mptenders.gov.in> before Due Date and time. The bidders are requested to submit the Tender Fees and Earnest Money Deposit (EMD) through E-payment at <https://mptenders.gov.in>
- 12.2 All bidders are required to follow the bidding process as mentioned in the document.
- 12.3 Tender notification/ Corrigendum/ addendum etc. can be viewed on the website at <https://mptenders.gov.in>
- 12.4 Tender bid for RFP shall be submitted only online mode. Bid in response to the RFP is to be submitted in two step bidding procedure or envelopes viz.: Technical Bid & Financial Bid.
- 12.5 Technical Bid and Financial bid shall be submitted through ONLINE MODE ONLY at <https://mptenders.gov.in>
- 12.6 **Online Bid Submission:** All the supporting documents and Annexures related to this tender shall be properly signed and stamped before the scanning. The documents for Technical and Financial Bid shall be clearly scanned and uploaded through <https://mptenders.gov.in> on or before 01/08/2023 up to 3.00PM
- 12.7 All Proposals must be submitted, duly signed by the Authorised Signatory of the Bidder under the "Covering Letter for Proposal Submission" as per the format in Annexure VI.
- 12.8 The Bidder shall submit the financial Bid through ONLINE mode only.
- 12.9 The documents of Technical Bid shall also be submitted in the formats specified as Annexure.
- 12.10 Bids not in the prescribed forms/formats will be summarily rejected.
- 12.11 The application shall be submitted only as per the enclosed application format(s) along with **Annexure - I to X** and Self-attested documentary proof(s) in respect of the details furnished in the application form shall also be submitted along with the application.
- 12.12 Bids shall be accepted on or before the Proposed Due Date.
- 12.13 In the event if a Bidder withdraws the Bid after proposal due date, the EMD security of such Bidder shall be forfeited.
- 12.14 Bidders are advised to fill all information clearly and legibly in prescribed format.

13 Format and Signing of Bid

- 13.1 The Bidder would provide all the information as per this RFP. Authority reserves the right to evaluate only those Proposals which are received in the required format, complete in all respects and in line with the instructions contained in this RFP.
- 13.2 The pages and volumes of each part of the Proposal shall be clearly numbered and stamped and the contents of the Proposal shall be duly indexed.
- 13.3 All documents should be submitted online mode only.
- 13.4 The Proposal shall be typed or printed. The Proposal shall be signed on each page of the Proposal by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.
- 13.5 The numbers and words for the quoted Purchase Price contained in the financial bid shall be quote online only, do not need to submit financial bid offline.
- 13.6 The Proposals (online) shall contain no alterations or additions, except those to comply with instructions issued by Authority or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the Proposal.

14 EVALUATION OF BID

The Authority has adopted a single stage two-step process (referred to as the "Bidding Process") for selection of the bidder for award of the bid. All applicants shall submit their **Technical bid & Financial bid** against this RFP in a single bid. The Bid in response to the RFP is to be submitted in following manner:

- 14.1 The Authority will examine and evaluate the Bids in accordance with the provisions set out in this RFP, Subject to the terms of this RFP. The Bids received shall be evaluated sequentially in the following three steps:

14.1.1 Stage I: Checking of EMD and tender fees receipt

The proposals first of all will be examined for EMD (as per clause 10) and tender fees (as per clause 9.4) receipt as required in the proposal. The proposals without requisite EMD or tender fees will not be considered for technical evaluation.

The Authority shall open the Technical Bids of qualified bidders on the date, place and time mentioned in the schedule of bidding process of this tender document and in the presence of the Bidders, who may choose to attend.

14.1.2 Stage II: Evaluation of Technical Bids

The proposals with necessary bid security and tender fee as shortlisted shall be considered for Stage II i.e. Technical Evaluation. Technical Bids would be opened for assessing bidders' qualifications for Technical Criteria. The assessment towards Eligibility & Technical Evaluation shall be carried out as stated in Clause 3. Those applicants who are found eligible in technical evaluation shall be considered as qualified Bidders and only their Bids shall be considered for Financial Bid Opening.

14.1.3 Stage III: Evaluation of Financial Bid

The evaluation criteria for Financial Bid shall be on highest quoted Product Purchase Price against the MRP.i.e. Percentage of MRP, if a bidder has quoted 85 of MRP, his quoted Product Purchase Price will be 85% of MRP. This will be applicable purchase price as a percent of prevailing Maximum Retail Price (MRP) at the time of placement of Purchase Order by the successful bidder for all the products from the product list at annexure-X of this RFP.

Authority will open Technical and Financial Bid through online mode only for those who have qualified in the stage-I as stated above, in the presence of the Bidder's authorized representatives who choose to attend. Upon acceptance of the highest Product Purchase Price, authority may declare the Successful Bidder.

14.1.4 Authority reserves the right to withdraw the entire bid process at any time without liability till the execution of the Contract Agreement.

15 Confidentiality

- 15.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.
- 15.2 Any attempt by a bidder to influence the authority in the evaluation of the bids or contract award decisions may result in the rejection of its bid

16 Award of Contract

- 16.1 As per evaluation process mentioned in clause 14 of this RFP, the authority will intimate the successful Bidder regarding acceptance of his/her bid and inform him/her to execute the agreement, by way of a Award of Contract (AoC) along with one duplicate copy of the Contract Agreement (CA), through email, inviting to sign on fulfilling conditions precedent, including payment of performance guarantee within 30 days from the date of issuing Award of Contract (AoC)
- 16.2 The contract agreement means and includes signed contract agreement (Schedule 3), signed RFP along with all the annexure, schedules and documents/papers attached in bid proposal, the letter of award issued by the authority, the written clarification(s), addendums, amendments, etc. to RFP.
- 16.3 Within Fifteen (15) days from the date of issue of the Award of Contract (AoC), the Successful Bidder shall accept the Award of Contract (AoC) and return the duplicate copy of the Award of Contract (AoC) duly signed as a token of acceptance to the Authority. The Successful Bidder shall take necessary steps so as to ensure execution of the Contract Agreement with Authority within thirty (30) days of the issue of Award of Contract (AoC)
- 16.4 Within 30 days from the date of issue of Letter of Award, the successful Bidder shall sign the Contract Agreement with Authority failing which the Letter of Award shall stand withdrawn without any liability on Authority and the Bid Security of such Bidder shall stand forfeited.
- 16.5 The Successful Bidder shall be liable to fulfil the following obligations as a precondition of signing of Contract Agreement:
 - (i) Submission of signed duplicate copy of the Award of Contract (AoC)
 - (ii) Deposit Performance Security of INR 10,00,000/- Ten Lakh Rupees
- 16.6 The successful Bidder shall have to execute contract agreement with the Authority. The agreement will be executed on non-judicial stamp paper of Rs. 500/- the cost of which shall be borne by the Bidder. This RFP and the bid submitted by the concessionaire shall be the part of Contract Agreement.
- 16.7 In case, the Contract Agreement does not get executed within thirty (30) days of the date of issue of the AoC, Authority reserves the right to take any such measure as it may deem fit including offer to next highest bidder and so on, following above procedure or annulment of the bidding process and may invite fresh Proposal for the Project. In such a case the entire Bid Security submitted by the Successful Bidder(s) shall be forfeited. However, the Authority on receiving a request from the Successful Bidder may at its discretion, permit extension of time of not more than 15 days for execution of the Contract Agreement.
- 16.8 The successful bidder shall have to start commercial operation of the awarded work within a period from the date of signing of agreement as mentioned in Clause 16.9, failing which authority shall forfeit the performance security of the bidder and terminate the Contract Agreement.
- 16.9 Commercial Operation Date (COD) shall be assumed to start within maximum 90 days of signing of Agreement.
- 16.10 The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

17 **CONTRACT PERIOD**

The contract period will be for 07 years from the date of Commercial Operation Date (COD)

- 17.1 The contract period can be further extended to another 02 years subject to fulfilment of conditions for extension as prescribed in Clause 4.1.& 4.2

18 **Performance Security Deposit**

- 18.1 The Concessionaire shall for due and faithful performance of its obligations during the contract agreement and as a pre-condition for signing of the Contract agreement, shall be required to deposit 'Performance Security' of INR 10,00,000 Lakh (Rupees Ten Lakh.) in the form of Bank Guarantee in favour of Authority before signing the contract agreement. The Concessionaire shall provide the Performance Security within the period mentioned in the AoC issued by authority.
- 18.2 No interest shall be paid for performance security deposit.
- 18.3 The Performance Security should be INR 10,00,000 Lakh (Rupees Ten Lakh.) and shall remain in force and effect from the date of signing of agreement till 6 months following the end of contract period. Till such time the Concessionaire provides the Performance Security, the Bid Security shall remain in full force and effect.
- 18.4 The performance security shall be released after the contract period provided the concessionaire is not in breach of this agreement. Any amount due from concessionaire to authority and shall be adjusted before release of performance security.
- 18.5 Bid is invited for the proposal on the basis of the highest quoted percentage of prevailing MRP of the product as purchase price to be mentioned in the financial bid valid for the agreement period. The Bidder shall quote his Purchase Price of MRP of the MFP-PARC Products. The contract period for the proposal is 07 (Seven) years commencing from the commercial operation date. The highest percentage of MRP quoted by technically qualified bidders shall constitute the sole criteria for the evaluation of bids. The bid will be awarded to the bidder quoting the highest Purchase Price. The term "Highest Bidder" (the "Highest Bidder") shall mean the technically qualified bidder who is offering the highest Purchase Price for all the MFP-PARC Products offered for purchase as per Annexure-X.

19 **Bank Guarantee against Purchase Orders**

The Agency (successful bidder) shall deposit Bank Guarantee of **Rs. 50,00,000/- Fifty Lakhs** from a Scheduled Bank against the purchase of products proposed by him. Bank Guarantee to be issued in favour of Chief Executive Officer, MFP-PARC, Bhopal.

20 **Purchase Order & Payments**

- 20.1 The Agency shall deposit Bank Guarantee of Rs. 50,00,000/- Fifty Lakhs from a Scheduled Bank against the purchase of products from MFP-PARC. MFP-PARC will make the supply of products shall not be more than the amount of Bank Guarantee furnished by the Agency.
- 20.2 The successful Agency will be required to furnish purchase order at the rate quoted by them, and as set out in the letter of award. The annual target of minimum sale as mentioned in clause 4.2.1 has to be followed with the conditions as mentioned therein.
- 20.3 Any payments due from concessionaire to the authority shall be made within 30 days of the supply of the order. In the event of delay beyond such period, the concessionaire shall pay penalty at one percent for every 15 days delay. In any case delay should not be beyond 90 days, if the concessionaire fails to pay within the time limit as specified here, authority shall recover the payment due from the Bank Guarantee. In such event the authority may forfeit performance security and/or terminate contract and/or blacklist the concessionaire.
- 20.4 In case of extension of contract period after 07 years, for further 2 years or more as per Clause 4.1.2 then the payment terms will remain the same as mentioned in Clause 20

21 Limited Liability

- 21.1 The Parties agree to use their best efforts for resolving all Disputes arising in case, due to any event or situation arises during execution, it is realized that any component of the general conditions of the contract agreement cannot be implemented or there is delay in completion of the same, the MFP-PARC may delete or differ such component. However, the remaining part of the content shall remain unaffected.

22 Termination of Agreement

In case of any unavoidable circumstances or change in government policies which may prevent to go ahead with the project, authority may terminate the entire agreement or any part of the agreement without paying any compensation to the Bidder.

Either party may terminate the contract in case of breach of contract or violations of general conditions and/or other conditions of this RFP. However, party claiming the breach shall first issue a notice in writing to the other party specifying the breach. If the party to whom such notice is sent fails to rectify the breach within 30 days of such notice, the contract can be terminated by the party which has issued the notice.

Without prejudice to any other rights or remedies of the Authority under this Agreement, upon occurrence of a Concessionaire Default in case of breach of contract or violations of general conditions and/or other conditions of this RFP the Authority can terminate the contract agreement giving concessionaire notice of 15 days. On such termination authority shall have right to have deemed to be taken possession and control of the work allotted to the Concessionaire and any person claiming through or under the Concessionaire from operating the business from the date of termination, forfeit the performance security, blacklist the concessionaire and shall have right to recover any dues payable to authority by concessionaire and other actions as it finds suitable.

23 Dispute Resolution

- 23.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.

- 23.2 Under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

24 Conciliation

In the event of any Dispute between the Parties, either Party may call upon a mediator to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the mediator or without the intervention of the mediator, either Party may require such Dispute to be referred to the MD, MP State MFP Federation, Bhopal for amicable settlement, and upon such reference, the said persons shall meet no later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 (fifteen) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.

- 24.1 Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 and shall include modifications to or any re-enactment thereof, as in force from time to time. The venue of such arbitration shall be Bhopal and the language of arbitration proceedings shall be in English.
- 24.2 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

- 24.3 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.
- 24.4 The Concessionaire shall have to continue obligations under this agreement with due diligence notwithstanding pendency of a dispute before any authority or forum.
- 24.5 Governing Law and Jurisdiction; the contract shall be governed by and construed in accordance with laws and rules of India and Madhya Pradesh. Subject to Clause 25; any dispute arising out of this contract or services shall be subject to the exclusive jurisdiction of the courts of Bhopal, Madhya Pradesh.

25 FRAUD AND CORRUPT PRACTICES

- 25.1 The Bidders and their respective officers, employees, agencies and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an Agency, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 25.2 For the purposes of this Clause 26, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the AoC or after the execution of the contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the AoC or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of Authority in relation to any matter concerning the Project;
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

26 Force Majeure

An event of "Force Majeure" shall mean the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of the selected agency, or its Agencies and contractors, or their duties and obligations under the Agreement, or the performance by MFP- PARC of their respective duties and obligations under this Agreement:

- a. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, earthquake, epidemics and other casualties, landslides,
- b. Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities; and
- c. Any temporary restraining order, preliminary injunction or permanent injunction, unless based in whole or in part on the actions or failure to act of Concessionaire.

DETAILS OF TENDER FORM FEE AND BID SECURITY
(To be filled by Bidder)

I/we hereby submit the tender form fees and EMD Fees paid through online as per the details given below:

S.N	Particular	Amount	Receipt / No.	Date	Remark if any
1	Tender Form Fees				
2	Earnest Money Deposit				

The above receipts attached herewith

Seal and Signature of Bidder

NOTE: The Bidders should attach tender form fees receipt and Earnest Money Deposit Receipt with Technical Bid.

TECH - I**“Average Annual Turnover”****(ELIGIBILITY ASSESSMENT)**

The bidder or Group Company should have average annual turnover of minimum Rs. 50 Crores in preceding 02 years.

[2020-21, 2021-22]

**FORMAT OF CA CERTIFICATE FOR ANNUAL TURNOVER
(On the Letter Head of the Chartered Accountant)**

Certificate**To whomsoever it may concern**

We statutory auditor of M/s /Mr./Mrs hereby certify that the annual turnover of M/s / Mr. / Mrs (Address) Individual/ firm/company M/s for the preceding 02 years are given below:-

S.No	Financial Year	Annual Turnover (Rs. In Crores)
1	2020-21	
2	2021-22	

The above Annual Turnover certificate is issued on the basis of books of accounts and documents produced before us.

Name, Seal and Signature of the
Chartered Accountant

Place:

Date:

TECH – II

(ELIGIBILITY ASSESSMENT)

One of the director/proprietor/partner of the company/firm/joint venture should have been in the field of International marketing, Distribution and Sales for a minimum of 03 years

(Also attach a document proving that the person mentioned in this Annexure is one of the director/proprietor/partner of the company/firm/joint venture

Name of the person:.....director/proprietor/partner of.....(Name of Organisation)

As per the documents enclosed, it is certified that Mrs./Mr.....has been in the field of.....from.....to.....total.....years.

- (A) If experience gained in other firm/company, a proper document in this regard to be enclosed.
- (B) In case of self-employment, necessary documents proving the experience have to be attached.

Enclosed:

- 1.
- 2.
- 3.
- 4.

I hereby confirm that all the above information is true to the best of my knowledge & belief.

Date

Seal and Signature of Bidder

TECH -III**(ELIGIBILITY ASSESSMENT)**

The bidder should be managing advertising spends of minimum Rs10-25 Lakhs per year across digital platforms (2020-21 & 2021-22)

(On the Letter Head of the Chartered Accountant)

Certificate

To whomsoever it may concern

We statutory auditor of M/s./Mr./Mrs Name of the firm.....hereby certify that the organisation has spent following amount on managing advertising across all platforms in last two years (2020-21 and 2021-22)

Details on advertising spends across digital platform for the past two years are given below:-

S.No	Financial Year	Amount in Rs.
1	2020-21	
2	2021-22	

The certificate is issued on the basis of books of accounts and documents produced before us.

Name, Seal and Signature of the
Chartered Accountant

Place:

Date:

Enclosed Documents:

- 1.
- 2.
- 3.
- 4.

I hereby confirm that all the above information is true to the best of my knowledge & belief.

Seal and Signature of Bidder

TECH – IV

(ELIGIBILITY ASSESSMENT)

The bidder must have a valid import export certificate.

(Self-Certified Documentary proofs for above mentioned details to be attached.)

The copy of valid Import Export Certificate (IEC) to be enclosed here.

Name of License	Type of License/ Certificate	Validity	Issuing Authority

Enclosed:

- 1.
- 2.
- 3.
- 4.

I hereby confirm that all the above information is true to the best of my knowledge & belief.

Date

Seal and Signature of Bidder

COVERING LETTER

To

CEO, MFP- PARC,
Barkheda Pathani,
Bhopal- 462026, Madhya Pradesh

Subject: Proposal for appointment of an International and Domestic Marketing, distribution and Sales Agency for MFP-PARC Products.

Dear Sir,

In response to the Tender for Selection of Concessionaire for appointment of an International and Domestic Marketing, distribution and Sales Agency for MFP-PARC Products. After going through all the information and terms and Conditions given in the RFP document including addendums, we are submitting our Bid for being shortlisted for the Assignment.

1. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made and the information provided herein is complete, true, and correct in all aspects. This Bid shall be valid for 180 days from the Bid Due Date.
2. We acknowledge that authority will be relying on the information provided in this Bid and the documents accompanying such Bid for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Bid and in the Annexure are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.
3. All the required documents as per format provided in the RFP document, duly signed, are enclosed.
4. I/We hereby irrevocably waive any right which we may have at any stage at law or however otherwise arising to challenge or question any decision taken by MFP-PARC / Authority in connection with the selection of Bidders, or in connection with the selection Process itself, in respect of the above-mentioned Proposal.
5. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
6. We also understand that:-
 - (i) This Bid is only for short listing of the bidders;
 - (ii) Authority is not bound to accept the Bid of any Bidder, either in part or in full. If authority rejects any Bid or does not shortlist any Bidder, it may do so without assigning any reasons thereof.
 - (iii) This does not entitle us to receive any documents or to be invited for Financial Bid for the Project;
 - (iv) Authority has the right to change or alter the details of the Project or scope of work;
 - (v) Authority reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the Bidding process by any party, change the structure, procedures and timing of the Bidding process, alter the terms of participation in the Bid process at any stage of the Bid process and to suspend or terminate the Bid process.

7. Bidder's details are as follow:

1	Name & Address of the Bidder
	Contact Person	
	Contact No /email	
	Authorized Representative of Applicant	
2	If Proprietorship
	a) Name of Proprietor
	b) Full Address
	c) PAN /TIN (Enclose copy)
3	If Partnership	
	a) Name of partners and their address	1. 2. 3.
	b) Is partnership deed registered If yes then date of registration (attach copy of deed)	Yes / No Date.....
4	Is Limited or Pvt. Limited Company under Indian Companies Act 1956	Yes / No Please state the following.
	Limited or Private Limited	
	Registered Office Address	
	Date of Certificate of in Corporation (Attach Memorandum & article of Association)	
5	Year of Establishment of the units.	

Check list of Attached documents.

S.No	Description	Yes/ No
1	Detail of tender fee and bid security- Annexure – I	
2	Proof of tender fees receipt - Annexure – I	
3	Proof of EMD payment receipt- Annexure – I	
4	Bid Submission of Covering letter/ Application form - Annexure- VI	
5	Copy of PAN/TIN	
6	In Case of partnership firm, partnership deed	
7	In case of limited or private company, certificate of incorporation	
8	Data sheet – As per Annexure-VII along with necessary documents	
9	All Tax registration	
10	Documents related to empanelment with other government organizations.	
11	Format of CA certificate of Annual turnover – Annexure– II	
12	Affidavit undertaking - Annexure- VIII	
13	Vendor details - Annexure- IX	
14	Certified true copy of identity proof	
15	Copy of the Partnership/ Pvt. Ltd / Public Ltd/ Others.	
16	Aadhar Card	
17	Sale Tax/ GST registration	
18	VAT and copy of last income tax return	
19	Any other document (specify)	
20	Any other document (specify)	
21	Any other document (specify)	

Documentary proofs for above mentioned details are attached herewith after self-certification.

I hereby confirm that all the above information is true to the best of my knowledge & belief. All the documents as required in the tender are enclosed.

Date

Seal and Signature of Bidder

- Note:
1. Separate sheet may be used if necessary.
 2. Covering letter should be submitted on the letter head of the organization of the bidder.

DATA SHEET

1	Name of the Organization	
2	Name of the authorized person	
3	Address & contact Numbers	
4	Year of establishment	
5	Whether registered for Sales tax/GST – mention number and date. Also furnish copies of Sales tax/GST number allotted	Upload necessary documents
6	Mention PAN/TIN/VAT furnish copy of last income tax return.	Upload necessary documents
7	Whether empanelled with other Government organizations. If so, give names of organizations with the details of empanelment.	Upload necessary documents
8	Last 02 years annual turnover	F.Y. 2020-21 F.Y. 2021-22 Attach necessary documents as per Annexure II

Signature:

Name:-----

Designation:-----

Affix Company seal

FORMAT FOR AFFIDAVIT /UNDERTAKING

To,
**Chief Executive Officer,
MFP-PARC, Barkheda Pathani
Bhopal – 462022**

I Aged having permanent residence at solemnly affirm that I as the (Post of the Signing Authority) of the..... (Name of the Company) and the person duly authorized to submit the bid state that the information and documents submitted by me in the Technical Bid are true and correct and complete to the best of my knowledge and I shall be responsible in law for any misrepresentation and wrong information.

I also confirmed that neither me nor the firm/company represented by me has been debarred and/or blacklisted by any department/ PSUs/Semi government organization/ Board etc. of Central and State government in last 5 years and no such debarment and blacklisting is in effect at the time of submission of this bid.

Solemnly affirmed on this day of.....

Yours Faithfully

Seal and Name

Note: This should be on Rs. 500 Non-Judicial Stamp Paper / Franking and to be Notarized and signed by the authorized signatory.

FORMAT OF VENDOR DETAILS

Detail of Bank and Service Provider (For RTGS/NEFT Payment)

1. Name of Service Provider: _____
2. Type of Business: _____
3. (Company, Proprietor, Partnership)
4. Postal Address: _____
5. Pin No. _____
6. Telephone no: _____ Mobile No. _____
7. Email Id: _____
8. PAN No. : _____
9. Tin No and Date: _____
10. GST No. and date: _____
11. P.F. No. and Date: _____
12. Name of Account Holder _____
13. Bank Account No: _____
14. Type of Account _____
15. Bank IFSC Code: _____ MICR Code: _____
16. Name of Bank: _____ Branch Name _____
17. Bank Address: _____
18. Pin No. _____
19. Contact Person Name: _____ Mobile No. _____

Signature of Authority

Name _____

Address _____

Contact no: _____

LIST OF MFP-PARC PRODUCTS OFFERED FOR SALE

S. No.	Name of Product	Pack Size	Unit	Presentation	Current MRP
VINDHYA HERBALS - SINGAL CHURNA					
1	Adusa Leaves Churna	100	gm.	Plastic Jar	40.00
2	Aonla Churna	100	gm.	Plastic Jar	40.00
3	Arjun Bark Churna	100	gm.	Plastic Jar	35.00
4	Ashok Bark Churna	50	gm.	Plastic Jar	45.00
5	Ashwagandha Root Churna	50	gm.	Plastic Jar	65.00
6	Ashwagandha Root Churna	100	gm.	Plastic Jar	120.00
7	Bel Pulp Churna	100	gm.	Plastic Jar	35.00
8	Baheda Churna	100	gm.	Plastic Jar	35.00
9	Bhringraj Churna	100	gm.	Plastic Jar	45.00
10	Bhuin Aonla Churna	100	gm.	Plastic Jar	45.00
11	Chandrashoor Seed Churna	50	gm.	Plastic Jar	37.00
12	Chitrakmool Churna	50	gm.	Plastic Jar	75.00
13	Daruhaldi Churna	50	gm.	Plastic Jar	40.00
14	Giloy Churna	100	gm.	Plastic Jar	45.00
15	Gokharu Churna	50	gm.	Plastic Jar	60.00
16	Gorakhmundi Churna	50	gm.	Plastic Jar	40.00
17	Gudmar Leaves Churna	50	gm.	Plastic Jar	33.00
18	Harad Churna	100	gm.	Plastic Jar	40.00
19	Harsingar Leaves Churna	50	gm.	Plastic Jar	35.00
20	Jamun gutli (seed) Churna	50	gm.	Plastic Jar	40.00
21	Jatamansi Churna	50	gm.	Plastic Jar	120.00
22	Kali Musali Churna	50	gm.	Plastic Jar	65.00
23	Kalmegh Panchang Churna	50	gm.	Plastic Jar	22.00
24	Kalmegh Panchang Churna	100	gm.	Pouch	28.00
25	Keoti Bark Churna	50	gm.	Plastic Jar	50.00
26	Khareti Churna	50	gm.	Plastic Jar	32.00
27	Kiwach Beej Churna	50	gm.	Plastic Jar	65.00
28	Kuda Bark Churna	50	gm.	Plastic Jar	40.00
29	Kutki Churna	25	gm.	Plastic Jar	115.00
30	Makoy Churna	50	gm.	Plastic Jar	40.00
31	Majistha Churna	50	gm.	Plastic Jar	60.00
32	Mulethi Churna	50	gm.	Plastic Jar	60.00
33	Nagarmotha Churna	50	gm.	Plastic Jar	38.00
34	Nagkeshar Churna	50	gm.	Plastic Jar	135.00
35	Nirgundi Churna	100	gm.	Plastic Jar	45.00
36	Pashan Bhed Churna	50	gm.	Plastic Jar	50.00
37	Pathani Lodh Churna	50	gm.	Plastic Jar	40.00
38	Pipli Churna	25	gm.	Plastic Jar	80.00
39	Poaad beej (Chakarmard) Churna	50	gm.	Plastic Jar	35.00
40	Punarnavamool Churna	50	gm.	Plastic Jar	50.00
41	Rasna Leaves Churna	50	gm.	Plastic Jar	38.00
42	Safed Musli Churna	10	gm.	Plastic Jar	200.00

43	Safed Musli Churna	50	gm.	Plastic Jar	260.00
44	Sanay Leaves Churna	50	gm.	Plastic Jar	38.00
45	Sarponkha Churna	50	gm.	Plastic Jar	40.00
46	Sarpgandha Churna	50	gm.	Plastic Jar	100.00
47	Saunth Churna	50	gm.	Plastic Jar	80.00
48	Shatawar Churna	100	gm.	Plastic Jar	80.00
49	Tulsi Leaves Churna	100	gm.	Plastic Jar	45.00
50	Vach Churna	50	gm.	Plastic Jar	45.00
VINDHYA HERBALS - CLASSICAL HERBAL CHURNA					
51	Ajmodadi Churna	50	gm.	Plastic Jar	60.00
52	Avipattikar Churna	50	gm.	Plastic Jar	65.00
53	Balchaturbhuj Churna	25	gm.	Plastic Jar	95.00
54	Dandimashtak Churna	50	gm.	Plastic Jar	65.00
55	Dashang Lep Churna	50	gm.	Plastic Jar	75.00
56	Dashang Lep Churna	100	gm.	Plastic Jar	140.00
57	Dashansanskar Churna (Tooth Powder)	50	gm.	Plastic Jar	50.00
58	Erandbrasht Haritiki Churna	50	gm.	Plastic Jar	45.00
59	Gangadhar Churna	50	gm.	Plastic Jar	70.00
60	Hingwashtak Churna	50	gm.	Plastic Jar	90.00
61	Lawan Bhaskar Churna	50	gm.	Plastic Jar	60.00
62	Mahasudarshan Churna	50	gm.	Plastic Jar	75.00
63	Manjishtadi Churna	50	gm.	Plastic Jar	50.00
64	Mutra Virechan Churna	50	gm.	Plastic Jar	70.00
65	Nimbadi Churna	50	gm.	Plastic Jar	60.00
66	Panchsakar Churna	50	gm.	Plastic Jar	55.00
67	Panchkol Churna	50	gm.	Plastic Jar	85.00
68	Panchnimba Churna	50	gm.	Plastic Jar	75.00
69	Pushyanug Churna	50	gm.	Plastic Jar	75.00
70	Saraswat Churna	50	gm.	Plastic Jar	60.00
71	Shivakshar Churna	50	gm.	Plastic Jar	60.00
72	Sitopladi Churna	50	gm.	Plastic Jar	65.00
73	Sudarshan Churna	50	gm.	Plastic Jar	50.00
74	Swadisht Virechan Churna	50	gm.	Plastic Jar	60.00
75	Talisadi Churna	50	gm.	Plastic Jar	55.00
76	Trikatu Churna	50	gm.	Plastic Jar	130.00
77	Triphala Churna	100	gm.	Plastic Jar	40.00
78	Triphala Churna	200	gm.	Pouch	75.00
VINDHYA HERBALS - CLASSICAL HERBAL KWATH CHURNA					
79	Dashmool Kwath Churna	200	gm.	Plastic Jar	115.00
80	Gokshuradi Kwath Churna	200	gm.	Plastic Jar	115.00
81	Kanchnar Kwath Churna	200	gm.	Plastic Jar	115.00
82	Maharashnadi Kwath Churna	200	gm.	Plastic Jar	115.00
83	Pashanbhedadi Kwath Churna	200	gm.	Plastic Jar	115.00
84	Phaltrikadi Kwath Churna	200	gm.	Plastic Jar	170.00
85	Rasnasaptak Kwath Churna	200	gm.	Plastic Jar	115.00
86	Trifla Kwath Churna	200	gm.	Plastic Jar	90.00
VINDHYA HERBALS - PROPRIETARY AYURVEDIC CHURNA					
87	Vindhya Anti Amoebia Churna	50	gm.	Plastic Jar	65.00

88	Vindhya Pachak Aonla Supari	6	gm.	Pouch	3.00
89	Vindhya Paushtik Churna	50	gm.	Plastic Jar	90.00
90	Vindhya Paushtik Churna	100	gm.	Plastic Jar	155.00
91	Vindhya Slim Kwath Churna	200	gm.	Plastic Jar	145.00
92	Vindhya Trigol Churna	100	gm.	Plastic Jar	85.00
93	Vindhya Madhu Mukti Plus Churna	100	gm.	Plastic Jar	85.00
94	Vindhya Grovit Granules	250	gm.		170.00
95	Vindhya Grovit Granules	500	gm.		300.00
VINDHYA HERBALS - PROPRIETARY AYURVEDIC CREAM / OINTMENT / OIL/Toothpast					
96	Vindhya Herbal Balm	15	gm.	Plastic Jar	32.00
97	Vindhya Pidaharee tel	50	ml.	Bottle	105.00
VINDHYA HERBALS - PROPRIETARY AYURVEDIC CAPSULE					
98	Vindhya Adusa Patti Capsule	30	Cap.	Box	75.00
99	Vindhya Alovera Capsule	30	Cap.	Box	90.00
100	Vindhya Antacid-500 Capsule	30	Cap.	Box	130.00
101	Vindhya Antidyral-500 Capsule	30	Cap.	Box	120.00
102	Vindhya Antiwarm Capsule	30	Cap.	Box	100.00
103	Vindhya Aonla Capsule	30	Cap.	Box	75.00
104	Vindhya Arjun Capsule	30	Cap.	Box	105.00
105	Vindhya Ashok Chhal Capsule	30	Cap.	Box	90.00
106	Vindhya Ashwagandha Capsule	30	Cap.	Box	135.00
107	Vindhya Baheda Capsule	30	Cap.	Box	90.00
108	Vindhya Bhrangraj Capsule	30	Cap.	Box	105.00
109	Vindhya Bhui-Aonla Capsule	30	Cap.	Box	105.00
110	Vindhya Brahmi Capsule	30	Cap.	Box	105.00
111	Vindhya Chyvanforte Capsule	30	Cap.	Box	135.00
112	Vindhya Cough-6 Capsule	30	Cap.	Box	135.00
113	Vindhya Daru Haldi Capsule	30	Cap.	Box	105.00
114	Vindhya Dashmool Capsule	30	Cap.	Box	105.00
115	Vindhya Diabo Plus-500 Capsule	30	Cap.	Box	120.00
116	Vindhya Gayno-8 Capsule	30	Cap.	Box	105.00
117	Vindhya Giloe Capsule	30	Cap.	Box	105.00
118	Vindhya Godanti Capsule	30	Cap.	Box	105.00
119	Vindhya Gokhru Capsule	30	Cap.	Box	120.00
120	Vindhya Gold Power-500 Capsule	10	Cap.	Box	300.00
121	Vindhya Gudmar Patti Capsule	30	Cap.	Box	105.00
122	Vindhya Guggulu Capsule	30	Cap.	Box	165.00
123	Vindhya Haldi Capsule	30	Cap.	Box	165.00
124	Vindhya Hard Capsule	30	Cap.	Box	105.00
125	Vindhya Harjod Capsule	30	Cap.	Box	135.00
126	Vindhya Harsingar Patti Capsule	30	Cap.	Box	105.00
127	Vindhya Herbocard-4 Capsule	30	Cap.	Box	120.00
128	Vindhya Hipaito-500 Capsule	30	Cap.	Box	120.00
129	Vindhya Jatamansi Capsule	30	Cap.	Box	165.00
130	Vindhya Kalimusli Capsule	30	Cap.	Box	165.00
131	Vindhya Kalmegh Capsule	30	Cap.	Box	75.00
132	Vindhya Kantkari Capsule	30	Cap.	Box	105.00

133	Vindhya Karela Capsule	30	Cap.	Box	120.00
134	Vindhya Kewach beej Capsule	30	Cap.	Box	135.00
135	Vindhya L-5 Capsule	30	Cap.	Box	105.00
136	Vindhya Lehsun Capsule	30	Cap.	Box	135.00
137	Vindhya Lauh Capsule	30	Cap.	Box	135.00
138	Vindhya Lax Capsule	30	Cap.	Box	75.00
139	Vindhya Leucoril-500 Capsule	30	Cap.	Box	120.00
140	Vindhya Mahasudarshan Capsule	30	Cap.	Box	120.00
141	Vindhya Makoy Capsule	30	Cap.	Box	105.00
142	Vindhya Manjisth Capsule	30	Cap.	Box	105.00
143	Vindhya Manjisthadi Capsule	30	Cap.	Box	120.00
144	Vindhya Medha-500 Capsule	30	Cap.	Box	105.00
145	Vindhya Nagarmotha Capsule	30	Cap.	Box	120.00
146	Vindhya Neem Patti Capsule	30	Cap.	Box	120.00
147	Vindhya Nimbadi Capsule	30	Cap.	Box	120.00
148	Vindhya Nirgundi Capsule	30	Cap.	Box	90.00
149	Vindhya Pashanbhed Capsule	30	Cap.	Box	105.00
150	Vindhya Punarnavamul Capsule	30	Cap.	Box	105.00
151	Vindhya Pushyanug Capsule	30	Cap.	Box	120.00
152	Vindhya Rasna Patti Capsule	30	Cap.	Box	105.00
153	Vindhya Safedmusli Capsule	10	Cap.	Box	200.00
154	Vindhya Salaki Capsule	30	Cap.	Box	165.00
155	Vindhya Sanay pati Capsule	30	Cap.	Box	120.00
156	Vindhya Sarpokha Capsule	30	Cap.	Box	105.00
157	Vindhya Sarp Gandha Capsule	30	Cap.	Box	165.00
158	Vindhya Saraswat Capsule	30	Cap.	Box	135.00
159	Vindhya Shatavar Capsule	30	Cap.	Box	120.00
160	Vindhya Shilajeet Capsule	10	Cap.	Box	300.00
161	Vindhya Sigru Capsule (Munga Patti)	30	Cap.	Box	135.00
162	Vindhya Slim-500 Capsule	30	Cap.	Box	135.00
163	Vindhya Stress-5 Capsule	30	Cap.	Box	135.00
164	Vindhya Trifala Capsule	30	Cap.	Box	105.00
165	Vindhya Trikatu Capsule	30	Cap.	Box	165.00
166	Vindhya Tulsi Patti Capsule	30	Cap.	Box	105.00
167	Vindhya Vat Capsule	30	Cap.	Box	135.00
VINDHYA HERBALS - PROPRIETARY AYURVEDIC VATI / TABLET					
168	Vindhya Antacid Vati	60	Tab.	Plastic Jar	140.00
169	Vindhya Antidyral Vati	60	Tab.	Plastic Jar	100.00
170	Vindhya Calcium Vati	60	Tab.	Plastic Jar	190.00
171	Vindhya Herbal Sleeping Vati	60	Tab.	Plastic Jar	200.00
172	Vindhya Paushtik Vati	60	Tab.	Plastic Jar	130.00
173	Vindhya Sukramatrika Vati	60	Tab.	Plastic Jar	100.00
VINDHYA HERBALS PROPRIETARY TEA					
174	Vindhya Arjun Herbal Tea (Chay)	100	gm.	Box	70.00
175	Arand tel	50	ml.	Bottle	55.00
176	Ashwagandha Tel	50	ml.	Bottle	110.00
177	Bala tel	50	ml.	Bottle	65.00
178	Bhringraj tel	100	ml.	Bottle	130.00

179	Brahatsendhvadi tel	50	ml.	Bottle	90.00
180	Chakaramard tel	50	ml.	Bottle	65.00
181	Chandan balalakshadi tel	50	ml.	Bottle	110.00
182	Chandan balalakshadi tel	100	ml.	Bottle	200.00
183	Jatyadi tel	50	ml.	Bottle	60.00
184	Karanj tel	50	ml.	Bottle	55.00
185	Kasisadi tel	50	ml.	Bottle	70.00
186	Mahamarichyadi tel	50	ml.	Bottle	65.00
187	Mahamarichyadi tel	100	ml.	Bottle	115.00
188	Mahamash tel	50	ml.	Bottle	90.00
189	Mahamash tel	100	ml.	Bottle	170.00
190	Mahanarayan tel	50	ml.	Bottle	85.00
191	Mahanarayan tel	100	ml.	Bottle	160.00
192	Mahavishgarbha tel	50	ml.	Bottle	65.00
193	Mahavishgarbha tel	100	ml.	Bottle	120.00
194	Neem tel	50	ml.	Bottle	55.00
195	Nimbadi tel	50	ml.	Bottle	65.00
196	Nirgundi tel	50	ml.	Bottle	65.00
197	Nirgundi tel	100	ml.	Bottle	120.00
198	Pinda tel	50	ml.	Bottle	65.00
199	Prasharni tel	50	ml.	Bottle	90.00
200	Pshadbindu tel	50	ml.	Bottle	70.00
201	Shriparni tel	50	ml.	Bottle	60.00
202	Somraji tel	50	ml.	Bottle	90.00
203	Anu Tail	50	ml.	Bottle	80.00
204	Dhanvantra Tail	100	ml.	Bottle	210.00
VINDHYA HERBALS - ASAV AND ARISHT					
205	Abhyarishta	200	ml.	Bottle	60.00
	Abhyarishta	450	ml.	Bottle	120.00
206	Amritarishta	200	ml.	Bottle	65.00
	Amritarishta	450	ml.	Bottle	130.00
207	Arjunarishta	200	ml.	Bottle	70.00
	Arjunarishta	450	ml.	Bottle	140.00
208	Arvindasav	200	ml.	Bottle	70.00
	Arvindasav	450	ml.	Bottle	140.00
209	Ashokarisht	200	ml.	Bottle	65.00
	Ashokarisht	450	ml.	Bottle	130.00
210	Aswagandharishta	200	ml.	Bottle	90.00
	Aswagandharishta	450	ml.	Bottle	180.00
211	Balarishta	200	ml.	Bottle	65.00
	Balarishta	450	ml.	Bottle	130.00
212	Bhringrajasav	200	ml.	Bottle	65.00
	Bhringrajasav	450	ml.	Bottle	130.00
213	Chandanasav	200	ml.	Bottle	60.00
	Chandanasav	450	ml.	Bottle	120.00
214	Dashmoolarishta	200	ml.	Bottle	85.00
	Dashmoolarishta	450	ml.	Bottle	170.00
215	Draksharishta	200	ml.	Bottle	70.00

	Draksharishta	450	ml.	Bottle	140.00
216	Drakshasava	200	ml.	Bottle	75.00
	Drakshasava	450	ml.	Bottle	150.00
217	Kalmeghashava	200	ml.	Bottle	65.00
	Kalmeghashava	450	ml.	Bottle	130.00
218	Kankashava	200	ml.	Bottle	65.00
	Kankashava	450	ml.	Bottle	130.00
219	Khadirarishta	200	ml.	Bottle	65.00
	Khadirarishta	450	ml.	Bottle	130.00
220	Kumariasav-B	200	ml.	Bottle	65.00
	Kumariasav-B	450	ml.	Bottle	130.00
221	Kutjarishta	200	ml.	Bottle	65.00
	Kutjarishta	450	ml.	Bottle	130.00
222	Lodhrasav	200	ml.	Bottle	70.00
	Lodhrasav	450	ml.	Bottle	140.00
223	Lohasava	200	ml.	Bottle	90.00
	Lohasava	450	ml.	Bottle	180.00
224	Pippalyadhyasava	200	ml.	Bottle	90.00
	Pippalyadhyasava	450	ml.	Bottle	180.00
225	Punarnavasava	200	ml.	Bottle	75.00
	Punarnavasava	450	ml.	Bottle	150.00
226	Rohitkarishta	200	ml.	Bottle	60.00
	Rohitkarishta	450	ml.	Bottle	120.00
227	Saraswatarishta	200	ml.	Bottle	70.00
	Saraswatarishta	450	ml.	Bottle	140.00
228	Sarivadhyasav	200	ml.	Bottle	65.00
	Sarivadhyasav	450	ml.	Bottle	130.00
229	Trifalarishta	200	ml.	Bottle	65.00
	Trifalarishta	450	ml.	Bottle	130.00
230	Ushirasav	200	ml.	Bottle	70.00
	Ushirasav	450	ml.	Bottle	140.00
232	Vasakasav	200	ml.	Bottle	60.00
	Vasakasav	450	ml.	Bottle	120.00
233	Vidangarishta	200	ml.	Bottle	70.00
	Vidangarishta	450	ml.	Bottle	140.00
VINDHYA HERBALS - CLASSICAL VATI					
234	Arogyavardhani Vati	60	Tab.	Plastic Jar	100.00
235	Agnitundi Vati	60	Tab.	Plastic Jar	100.00
236	Chandraprabha Vati	60	Tab.	Plastic Jar	75.00
237	Chitrakadi Vati	60	Tab.	Plastic Jar	75.00
238	Gandhak Vati	60	Tab.	Plastic Jar	75.00
239	Hingwadi Vati	60	Tab.	Plastic Jar	75.00
240	Kankayan Vati Arsh	60	Tab.	Plastic Jar	75.00
241	Khadiradi Vati	60	Tab.	Plastic Jar	75.00
242	Kutajghan Vati	60	Tab.	Plastic Jar	75.00
243	Lahshunadi Vati	60	Tab.	Plastic Jar	75.00
244	Lavangadi vati	60	Tab.	Plastic Jar	110.00
245	Prabhakar Vati (Each Tab. 125mg.)	60	Tab.	Plastic Jar	75.00

246	Rajahpravartini Vati	60	Tab.	Plastic Jar	110.00
247	Sanjeevani Vati	60	Tab.	Plastic Jar	75.00
248	Sanshamani Vati	60	Tab.	Plastic Jar	75.00
249	Shankh Vati	60	Tab.	Plastic Jar	75.00
250	Shilajtu Vati	60	Tab.	Plastic Jar	130.00
VINDHYA HERBALS - CLASSICAL RAS					
251	Arsh kuthar Ras	60	Tab.	Plastic Jar	90.00
252	Ekanveer Ras (Each Tab. 125mg.)	60	Tab.	Plastic Jar	90.00
253	Gandhak Rasayan	60	Tab.	Plastic Jar	75.00
254	Laxmivilas Ras (Nardiya)	60	Tab.	Plastic Jar	110.00
255	Shirahshuladivajra Ras	60	Tab.	Plastic Jar	75.00
256	Smriti Sagar Ras (Each Tab. 125mg.)	60	Tab.	Plastic Jar	75.00
257	Sutshekhar Ras (Without Gold)	60	Tab.	Plastic Jar	190.00
258	Shwashkuthar Ras	60	Tab.	Plastic Jar	75.00
259	Tribhuvankirti Ras	60	Tab.	Plastic Jar	75.00
260	Vatgajankush Ras	60	Tab.	Plastic Jar	140.00
261	Ichchabhedi Ras	60	Tab.	Plastic Jar	75.00
VINDHYA HERBALS - CLASSICAL GUGULLU					
262	Gokshuradi Guggulu	60	Tab.	Plastic Jar	75.00
263	Kaishore Guggulu	60	Tab.	Plastic Jar	75.00
264	Kanchnar Guggulu	60	Tab.	Plastic Jar	75.00
265	Lakshadi Guggulu	60	Tab.	Plastic Jar	75.00
266	Mahayograj Guggulu	60	Tab.	Plastic Jar	120.00
267	Punarnava Guggulu	60	Tab.	Plastic Jar	75.00
268	Rasnadi Guggulu	60	Tab.	Plastic Jar	75.00
269	Sihnad Guggulu	60	Tab.	Plastic Jar	75.00
270	Trayodashang Guggulu	60	Tab.	Plastic Jar	110.00
271	Triphala Guggulu	60	Tab.	Plastic Jar	75.00
272	Yograj Guggulu	60	Tab.	Plastic Jar	75.00
VINDHYA HERBALS - CLASSICAL BHASM/LAUH/MANDUR					
273	Godanti Bhasma	5	gm.	Plastic Jar	30.00
274	Jaharmohra Pishti	5	gm.	Plastic Jar	50.00
275	Lauh Bhasma	5	gm.	Plastic Jar	60.00
276	Mandur Bhasma	5	gm.	Plastic Jar	60.00
277	Nawayas Lauh	60	Tab.	Plastic Jar	100.00
278	Pradarantak Lauh	60	Tab.	Plastic Jar	100.00
279	Punarnavadi Mandur	60	Tab.	Plastic Jar	100.00
280	Saptamrit Lauh	60	Tab.	Plastic Jar	100.00
281	Sarvajavarhar Lauh	60	Tab.	Plastic Jar	100.00
282	Swarnamakshik Bhasma	5	gm.	Plastic Jar	50.00
283	Tankan Bhasma	5	gm.	Plastic Jar	40.00
VINDHYA HERBALS - CLASSICAL PARPATI					
284	Panchamrit Parpati	5	gm.	Plastic Jar	70.00
285	Shweta Parpati	5	gm.	Plastic Jar	35.00
VINDHYA HERBALS - CLASSICAL AVALEH / PAAK					
286	Haridra khand	100	gm.	Plastic Jar	120.00
287	Vasaavleh	100	gm.	Plastic Jar	100.00
288	Chyawanprash	1	Kg.	Plastic Jar	400.00

	Chyawanprash	500	gm.	Plastic Jar	200.00
VINDHYA HERBALS FOREST HONEY					
289	Vindhya Herbal Forest Honey	50	gm.	Bottle	36.00
	Vindhya Herbal Forest Honey	100	gm.	Bottle	66.00
	Vindhya Herbal Forest Honey	250	gm.	Bottle	155.00
	Vindhya Herbal Forest Honey	500	gm.	Bottle	300.00
	Vindhya Herbal Forest Honey	1	Kg.	Bottle	570.00

Schedule - 1

FORMAT FOR FINANCIAL BID (ONLINE ONLY)

(Do not submit in Hardcopy)

In response to the RFP document, I/We hereby quote the '**Financial Bid**' through online portal; <https://mptenders.gov.in> payable by us to the Authority as Price offered for purchasing products from MFP PARC, Barkheda Pathani, Bhopal in % of the prevailing MRP of the products at the time of purchase.

Validate	Print	Help		BOQ	
Tender Inviting Authority: OFFICE OF THE CHIEF EXECUTIVE OFFICER MINOR FOREST PRODUCE PROCESSING AND RESEARCH CENTRE, BARKHEDA PATHANI, BHOPAL					
Name of Work: Request for Proposal (RFP) For the Appointment of "International and Domestic Marketing, Distribution and Sales Agency for MFP-PARC (Vindhya Herbs) Products"					
Contract No: MFP-PARC/TENDER/RFP-INT-M/2023/929, DATE: 11/07/2023					
Name of the Bidder/ Bidding Firm / Company :					

<u>PRICE SCHEDULE</u>				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT
Sl. No.	Work Description	Quoted Price Unit in %	Quoted Product Purchase Price Against the MRP in %	Specifications
1	2	3	4	5
1	Request for Proposal (RFP) "International and Domestic Marketing, Distribution and Sales Agency for MFP PARC (Vindhya Herbs) Products"	Percentage (%)		The evaluation criteria for Financial Bid shall be on Highest Quoted Product Purchase Price against the MRP, if a bidder has quoted 90 in column 4, his quoted Product Purchase Price will be 90% of MRP.
Total in Figures			%	
Quoted Rate in Words		Percentage ----- Only		

No need to submission of Financial Bid in hard copy.

Schedule – 2

Bank Guarantee

To

[Name & address of Authority]

[Address & address of Concessionaire].....

WHEREAS [Name and address of Concessionaire] (Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No.dated to execute[name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of[amount of guarantee]*

.....(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Performance Security shall be INR Lakh (Rupees) valid up to..... (6 months following the Contract Period.)

Signature, Name and Seal of the guarantor

Name of Bank

Address

Phone No., Fax No., E-mail Address, of Signing Authority

Date

(Till such time the Concessionaire provides the Performance Security, the EMD shall remain in full force and effect.)

Schedule – 3

**CONTRACT AGREEMENT FOR
"International and Domestic Marketing, Distribution and Sales Agency for MFP
PARC (Vindhya Herbals) Products"**

This Agreement executed on this day of ----- Between **Minor Forest Produce Processing & Research Centre, (MFP-PARC) Unit of M.P. State Minor Forest Produce (T&D) Co-op. Federation Ltd.**, with Registered Office at Van Parisar, Barkheda Pathani, Bhopal – 462022, Madhya Pradesh (hereinafter referred to as **PRINCIPAL/AUTHORITY** which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **ONE PART**.

AND

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

The parties hereto have caused sign the mutual agreement with reference to RFP/2022/501, dated, 29/03/2022 and award of contract no.-----dated-----

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

1. INTRODUCTION & SCOPE OF WORK

WHEREAS

Minor Forest Produce Processing & Research Centre, MFP-PARC has decided to appoint an **"International and Domestic Marketing, Distribution and Sales Agency for MFP PARC (Vindhya Herbals) products"**, to act as a service facilitator for Online International Marketing and Sales Agency for the products of MFP-PARC Bhopal. The Agency is supposed to help increase outreach and online sale of Vindhya Herbals brand of Ayurvedic products in International Market. The Agency shall work with MFP-PARC to develop and execute an overall strategic online marketing and sale plan for the organization.

MFPPARC is licensed to manufacture 845 types of products. Currently MFP-PARC is engaged in manufacturing of more than 300 types of products; MFP-PARC is committed for purity of the products and raw material mostly procured from forest dwellers.

Therefore, the manufacturing process is enriched by genuine raw material. We have reasonable domestic market as detailed in clause 1 of the RFP. We intend to outreach our quality products in domestic & international market through a digital market & sales agency.

The Concessionaire/ Agency", will be delivered the required products at the doorstep of the MFPPARC for domestic & international marketing subject to conditions as provided in the RFP.

The scope of work of the Concessionaire, during the period of contract include-

- 1.2 Manage International and Domestic Marketing, Distribution and Sale activities of MFP-PARC products as mentioned in Clause 4 of RFP
- 1.3 Create genuine information about the products and their benefits.
- 1.4 Manage and develop the brand Vindhya Herbals in the relevant market.

2. TERMS OF REFERENCE

2.1 General Conditions

For the scope of work mentioned above, the following terms & conditions have to be followed.

- 2.2.1 Bidder should have all necessary licenses and permissions needed for marketing and sales in domestic & international market. If any license or permission is required for MFP-PARC then the successful bidder will have to acquire the same for MFP-PARC.
- 2.2.2 The initial contract period shall be for 07 years from the date of commercial operation date (COD) which may be extended for 02 more years after assessment of satisfactory performance in the previously awarded period and prevailing market trends. The CEO, MFP-PARC is authorized to make decisions about extension of the contract period. In any case total contract period shall not be more than 10 years.
- 2.2.3 The Agency shall appoint an authorised officer for all communication and day to day dealing with MFP-PARC on his behalf.
- 2.2.4 The inventory of stock available with MFP-PARC shall be shared with the Agency on a weekly basis. The Agency has to place orders based on the available inventory, which shall be supplied to the Agency at the door step of MFP-PARC within 10 working days.
- 2.2.5 If the Agency desires to procure any item more than the available quantity in the inventory or any item, which is not part of readymade inventory but for which MFP-PARC has the license to manufacture, the Agency will inform the anticipated demand needed and it shall be procured by him as soon as they are made available. The MFP-PARC is committed to supply the demanded quantity of above products within the next 30 days of receiving such demand. In case for reason beyond control of MFP-PARC, if it cannot manufacture the product or desired quantity, MFP-PARC will intimate the same to the Agency within 7 days of receiving such demand.
- 2.2.6 The MFP-PARC and the Agency shall maintain a separate email address for the communication regarding this contract. Such email address is part of the agreement and any communication from either side shall be deemed to be communicated on these emails.
- 2.2.7 After receiving order from the Agency, the ready stock at the MFP-PARC shall be made available to the Agency in two working days.
- 2.2.8 The Agency will have to present a Bank Guarantee (B.G.) in format SCHEDULE-2 in favor of MFP-PARC. The MFP-PARC will supply products valuing not more than 90% of the amount of Bank Guarantee furnished as above. To recoup the Agency will make payment to the MFP-PARC for further deliveries. For the last 3 months of duration of Bank Guarantee, supply of products shall not be more than the amount of performance guarantee furnished.
- 2.2.9 Product which are expired will be taken back by MFP- PARC subject to the condition that such products are returned within 90 days from the date of expiry and during the period of validity of this contract. MFP-PARC will not refund the cost of product returned, the same shall be adjusted through supply of alternate products.
- 2.2.10 MFP-PARC will not take responsibility of products damaged or lost after delivery the products to Agency.
- 2.2.11 This purchase Price or value of purchase means the price of products at which the Agency has purchased the products from MFP-PARC. This price of each product shall be including Goods and Service Tax (GST) as applicable at the time of sale. All other types of taxes on sale have to be paid by the Agency.

- 2.2.12 The Agency will inform the language and other needed scripture on packaging for supply to a particular country. The MFP-PARC will ensure labelling in that language and will bear the cost, if the order of supply (single product) is more than Rs. 5 lakh rupees. If the supply order is less than Rs. 5 lakh rupees cost incurred for such changes shall be borne by the Agency. The product, Brand name, details of manufacture etc., cannot be changed or altered by the Agency.
- 2.2.13 The Agency will submit monthly returns of the supply details of the products in a prescribed format before the 10th day of the next month positively.
- 2.2.14 The MFP-PARC Products shall be sold to Concessionaires on "As is where is basis" The Concessionaire is advised to go through the list of products available with approximate capacity in Annexure-X. He shall satisfy him/ herself before bidding for the contract.
- 2.2.15 Formalities for obtaining all necessary licensing and permissions required for international marketing and sale shall be initiated and completed by the Agency on behalf of MFP-PARC.
- 2.2.16 MFP-PARC is committed to cater the domestic market first, therefore may restrict sale of product in international market to its 40% annual manufacturing capacity.
- 2.2.17 Concessioner will defend any claim in relation to the digital marketing and sales of the products in national and international courts, forum etc. on behalf of MFP-PARC which have arisen due to international marketing and sales under this agreement.
- 2.2.18 Financial Bid is on prevailing MRP as mentioned in Annexure-X of the products of MFP-PARC, which may change in future.
- 2.2.19 Tax liability after sale price lies on the Agency. If Agency sells the products at higher price or due to difference of sale price, all due tax liabilities shall have to be borne by the Agency.
- 2.2.20 Agency should ensure full satisfaction of quality and quantity of the products before delivery. After delivery no complaint of damage etc, shall be entertained.
- 2.2.21 Agency shall submit quarterly report of customer feedback after taking necessary suggestions.
- 2.2.22 The Concessionaire shall follow all international, central and State government acts, rules, approved policy guidelines for execution of the awarded work.
- 2.2.23 Anything which is not defined in this contract or the terms or words or not defined in the Acts and Rules mentioned in this contract, the meaning as decided by Chief Executive Officer, MFP-PARC shall be final and binding.
- 2.2.24 The Concessionaire shall not encumber the awarded work by way of pledge, hypothecation, mortgage, sublet and license or in any other manner.
- 2.2.25 MFP-PARC or its official shall have full authority to inspect and verify premises, accounts or any other thing which is part of running of business under this contract. The Concessionaire may be required to submit the accounts as and when directed by the authority, which the concessionaire cannot deny and the same shall be provided by the concessionaire within a reasonable time limit not later than 7 days.
- 2.2.26 The Concessionaire has to confine his/her activities within limits specified under the contract.
- 2.2.27 The Concessionaire shall have to submit periodic information in such periods and formats, as decided by authority.
- 2.2.28 Feedback mechanism as decided by MFP-PARC and authority has to be followed and submitted to authority and MFP-PARC in such manner and time as prescribed by authority.
- 2.2.29 In case the Concessionaire commits breach of any of the terms and conditions and stipulation herein contained on the part of the Concessionaire to be observed and performed, the authority reserves the right to take appropriate action which may include imposition of penalty or termination of contract or both. Performance security in case of termination shall be forfeited.

2.2.30 In case of any dispute, difference or controversy of whatever nature howsoever arising under, out of or in the relation to this RFP, between the parties and so notified in writing by either party to the other (the "Dispute") in the first instance shall be attempted to be resolved in accordance with the procedure set for in the as per Clause 23 & 24.

2.3 For the scope of work mentioned in Clause 2.1 following special conditions have to be followed.

2.3.1 The Agency shall be required to achieve following year wise targets of purchase from MFP - PARC at the awarded rates from the date of commercial operation date (COD) after signing of the agreement.

PERIOD	TARGET (In Rs. Crore)
First year	7.25 Crore
Second year	8.25 Crore
Third year	9.00 Crore
Fourth year	10.00 Crore
Fifth year	11.00 Crore
Sixth year	12.00 Crore
Seventh year	13.00 Crore

2.3.2 If the Agency is able to achieve a purchase target of more than 125% in a particular year, the Agency shall be given a discount of 0.5% of MRP on the target achieved in that particular year and if the Agency is able to achieve the target of more than 150% in a particular year, he shall be given a discount of 1.0% of MRP on the target achieved in that particular year.

2.3.3 If the Agency achieves a target less than 75% in a particular year, then he will have to pay a penalty of 1% of the MRP of the target of that particular year. If the Agency achieves less than 50% of the target in a particular year, he will have to pay a penalty of 2% of the MRP of the target of that particular year.

2.3.4 If the Agency fails to achieve more than 50% target in two consecutive years the authority may terminate the contract after giving a notice of 15 days to the Agency.

3 AWARD OF CONTRACT

3.1 The Concessionaire/Agency has accepted to get a business target of Rs. 70,50,00,000/- (Seventy Crores Fifty Lakhs only) as per the schedule agreed under the clause 2.3.1 of this contract during a period of seven years and shall provide the purchase of such amount to the principal (MFP-PARC).

3.2 The Principal hereby agrees and undertakes to pay to the Concessionaire/Agency a discount---at the rate of -----% on MRP prevailing on the date of placement of purchase order on all the products supplied to the Concessionaire/Agency by the Principal during the period of validity of this contract.

4 CONTRACT PERIOD

The contract period will be for 07 years from the date of Commercial Operation Date (COD)

4.1 The contract period can be further extended to another 02 years subject to fulfilment of conditions for every extension as prescribed in Clause 4.1.& 4.2 of RFP.

5 PERFORMANCE SECURITY

- 5.1 The Concessionaire shall for due and faithful performance of its obligations during the contract agreement and as a pre-condition for signing of the Contract agreement, shall be required to deposit 'Performance Security' of INR 10,00,000 Lakh (Rupees Ten Lakh) in the form of Bank Guarantee in favour of Authority before signing the contract agreement. The Concessionaire shall provide the Performance Security within the period mentioned in the AoC issued by authority.
- 5.2 No interest shall be paid for performance security deposit.
- 5.3 The Performance Security should be INR 10,00,000 Lakh (Rupees Ten Lakh Rupees) and shall remain in force and effect from the date of signing of agreement till 6 months following the end of contract period. Till such time the Concessionaire provides the Performance Security, the Bid Security shall remain in full force and effect.
- 5.4 The performance security shall be released after 6 months of the contract period provided the concessionaire is not in breach of this agreement. Any amount due from concessionaire to authority and shall be adjusted before release of performance security.

6 PAYMENT BY AGENCY

- 6.1 The Agency shall deposit Bank Guarantee of Rs. 50,00,000/- Fifty Lakhs from a Scheduled Bank against the purchase of products proposed by the agency, as details given in schedule-2 of the RFP. Bank Guarantee to be issued in favour of Chief Executive Officer, MFP-PARC, Bhopal.
- 6.2 The MFP-PARC will supply products valuing not more than 90% of the amount of Bank Guarantee furnished as above. To recoup the Agency will make payment to the MFP-PARC for further deliveries. For the last 3 months of duration of a Bank Guarantee supply of products shall not be more than the amount of performance guarantee furnished.
- 6.3 Payments due from concessionaire to the authority shall be made within 30 days of the supply of the order. In the event of delay beyond such period, the concessionaire shall pay penalty at one percent for every 15 days delay. In any case delay should not be beyond 90 days, if the concessionaire fails to pay within the time limit as specified above, the authority shall recover the dues and the applicable penalty from the bank guarantee and/or terminate contract and/or blacklist the concessionaire.
- 6.4 In case of extension of contract period for further 02 years as per Clause 4.1.& 4.2 of RFP then the payment terms will remain the same as mentioned in Clause 20 of the RFP

7 LIMITED LIABILITY

The Parties agree to use their best efforts for resolving all Disputes arising in case, due to any event or situation arises during execution, it is realized that any component of the general conditions of the contract agreement cannot be implemented or there is delay in completion of the same, the MFP PARC may delete or differ such component. However, the remaining part of the content shall remain unaffected.

8 TERMINATION OF AGREEMENT

In case of any unavoidable circumstances or change in government policies which may prevent to go ahead with the project, authority may terminate the entire agreement or any part of the agreement without paying any compensation to the Bidder.

Either party may terminate the contract in case of breach of contract or violations of general conditions and/or other conditions of this RFP. However, party claiming the breach shall first issue a notice in writing to the other party specifying the breach. If the party to whom such notice is sent fails to rectify the breach within 30 days of such notice, the contract can be terminated by the party which has issued the notice.

Without prejudice to any other rights or remedies of the Authority under this Agreement, upon occurrence of a Concessionaire Default in case of breach of contract or violations of general conditions and/or other conditions of this RFP the Authority can terminate the contract agreement giving concessionaire notice of 15 days. On such termination authority shall have right to have deemed to be taken possession and control of the work allotted to the Concessionaire and any person claiming through or under the Concessionaire

from operating the business from the date of termination, forfeit the performance security, blacklist the concessionaire and shall have right to recover any dues payable to authority by concessionaire and other actions as it finds suitable.

9 DISPUTE RESOLUTION

- 9.1** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.
- 9.2** Under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10 CONCILIATION

In the event of any Dispute between the Parties, either Party may call upon a mediator to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the mediator or without the intervention of the mediator, either Party may require such Dispute to be referred to the MD, MP State MFP Federation, Bhopal for amicable settlement, and upon such reference, the said persons shall meet no later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 (fifteen) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.

- 10.1** Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhinyam, 1983 and shall include modifications to or any re-enactment thereof, as in force from time to time. The venue of such arbitration shall be Bhopal and the language of arbitration proceedings shall be English.
- 10.2** The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.
- 10.3** The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.
- 10.4** The Concessionaire shall have to continue obligations under this agreement with due diligence notwithstanding pendency of a dispute before any authority or forum.
- 10.5** Governing Law and Jurisdiction; the contract shall be governed by and construed in accordance with laws and rules of India and Madhya Pradesh. Any dispute arising out of this contract or services shall be subject to the exclusive jurisdiction of the courts of Bhopal, Madhya Pradesh.

11 FRAUD AND CORRUPT PRACTICES

- 11.1** The Bidders and their respective officers, employees, Agencies and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an Agency, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 11.2** For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for

avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the AoC or after the execution of the contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the AoC or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of Authority in relation to any matter concerning the Project;

- (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

12 FORCE MAJEURE

An event of "Force Majeure" shall mean the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of the selected agency, or its Agencies and contractors, or their duties and obligations under the Agreement, or the performance by MFP PARC of their respective duties and obligations under this Agreement:

- a) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides,
- b) Earthquakes, epidemics, quarantine.
- c) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities; and
- d) Any temporary restraining order, preliminary injunction or permanent injunction, unless based in whole or in part on the actions or failure to act of Concessionaire.

13 Any clause, condition which could not be mentioned in this document "Agreement" but mentioned anywhere in the RFP/Tender document shall be considered as part of this 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

CONCESSIONAIRE/ AGENCY

PRINCIPAL/AUTHORITY

Name of the Firm:-----

Minor Forest Produce Processing & Research
Centre (MFP-PARC)

Seal :-----

Seal :-----

Address: -----

Address: -----

In the presence of -WITNESSES

1)

2)

In the presence of – WITNESSES

1)

2)