# ODISHA STATE COOPERATIVE MARKETING FEDERATION LTD. (MARKFED, ODISHA) OLD STATION ROAD, BHUBANESWAR-751 006

Tel: 2310626, Fax: (0674) 2311149, E. Mail: <a href="mailto:odishamarkfed@gmail.com">odishamarkfed@gmail.com</a>, <a href="mailto:markfed.mic.in">markfert@rediffmail.com</a> Website: <a href="mailto:www.odishamarkfed.nic.in">www.odishamarkfed.nic.in</a>

Tender Notice No. 1404 /F/Misc./185/2013-14 to 2020-21(Part-II) Date:- 16 /04/2021.

#### **TENDER CALL NOTICE**

MARKFED invites sealed Tenders under Two bid system from Insurance Companies registered with IRDA having valid certificate for insurance coverage of Rs.50.00 (Fifty) crore (Rs.40.00 crore own stock & Rs.10.00 crore warehouse stock) Fertilizers stock stored at different godowns of MARKFED located through-out the State against the risk of Fire & allied perils, Earthquake, STFI, Terrorism cover (RSMTD), Burglary, House braking & theft and Fidelity guarantee. The bidders are required to submit the premium rates separately for each item as per terms and conditions of Floater Declaration Policy. The duly filled in bid documents should be sent through Speed Post/ Registered post only to reach this office by 2.00 P.M on 03.05.2021. The Technical bid will be opened on 03.05.2021 at 3.30 P.M & Financial bid of eligible technical bidder will be opened on 04.05.2021 at 3.30 P.M.

For details, please visit **Government of Odisha Tender website** (<u>www.odisha.gov.in</u>) or MARKFED web-site (<u>www.markfedodisha.nic.in</u>).

Managing Director

# **TENDER DOCUMENT**

# ODISHA STATE CO-OPERATIVE MARKETING FEDERATION LTD. (MARKFED – ODISHA) BHUBANESWAR At- Old Station Road,

Dist: - Khurda (Odisha), Pin-751006

Tel: 2310626, Fax: (0674) 2311149,

E. Mail: odishamarkfed@gmail.com, markfert@rediffmail.com

Website: www.odishamarkfed.nic.in



Tender Notice, Detail Tender Call Notice (DTCN) for insurance coverage of fertilizers stocks stored at different godowns of MARKFED during 2021-22. (1 to 28 Pages)

Tender paper cost: Rs. 1,000.00 (Rupees one thousand only)

(Those who download the tender document from govt. of odisha tender

/ Markfed Website should enclose a DD for Rs.1,000.00 towards cost of tender .

# ODISHA STATE COOPERATIVE MARKETING FEDERATION LTD. (MARKFED, ODISHA) OLD STATION ROAD, BHUBANESWAR-751 006

#### TENDER DOCUMENT

The Managing Director, MARKFED invites sealed Tenders from reputed IRDA licensed insurance companies for insurance coverage of fertilizers stocks stored at different godowns across the state of Odisha of MARKFED during 2021-22

(13.05.2021 to 12.05.2022)

- (a) Period of issue/sale of Tender Document from 16.04.2021 to 03.05.2021 within office hour on working day of MARKFED.
- (b) Last Date and time for submission of Sealed Tender Document is on 03.05.2021 (up to 02.00 PM)

Tender papers duly filled in all respects with sealed cover superscribed 'TENDER FOR INSURANCE OF FERTILIZER STOCK' must be dropped in the Tender box kept in the chamber of P.S to M.D. in all working days within office hours latest by 2.00 P.M on 03.05.2021. Tenders submitted by any other mode will not be accepted & rejected summarily. The Bid document should reach the Office of the undersigned within the scheduled period or otherwise it will be treated as non-responsive Bid and shall not be opened for consideration by the tender opening Committee.

- (c) Opening of Bids.
  - (i) Technical Bid on

03.05.2021 at 03.30 P.M.

(ii) Financial Bids of eligible Technical Bidders on: 04.05.2021 at 03.30 P.M.



#### **BIDDER'S COVERING LETTER**

(In the Office Letter Pad of the Tenderer / bidder)

To, The Managing Director , MARKFED-Odisha, Old-Station Road, Bhubaneswar -6.
Ref: Tender no:
Dear Sir,
Having examined the conditions of contract and specifications for undertaking various insurance coverage required by the MARKFED for the Financial year 2020-21 (13.05.2021 to 12.05.2022), including the Technical qualification, General Bid condition and Price Bid (schedule of rate) etc, the receipt of which is hereby duly acknowledged & confirmed. We the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.
[Name & Designation of Authorized signatory) of the [Name of the Company], am pleased to offer our Bid containing both Technical Bid as well as the Price Bid (Schedule of Rates) with a view to undertake & execute the whole range of Insurance Policies, sought for by the MARKFED against various perils and in conformity with the said Bid Document, for which we undertake to provide the desired insurance coverage to the MARKFED at the Premium quoted by us in the Price Bid (Schedule of Rates).

We confirm and declare that we are licensed by the Insurance Regulatory Development Authority (IRDA) for the purpose of doing the General Insurance Business.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents.

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We agree to abide by this bid from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement. Along with the bid, I / we have submitted Rs.1,000.00 towards cost of tender paper.

Dated this Day of	( the month and year)
Signature of Authorized Signatory	•••
In capacity of	
Duly authorized to sign the bid for and	on behalf of
The cost of bid document: Rs.1,000/	-(Rupees. One thousand)
Crossed D.D. no da	atedDrawn on bank:



#### SCOPE OF WORK AND GENERAL INSTRUCTION TO BIDDER:

#### 1.1. Service:-

MARKFED – ODISHA requires the services of reputed registered, well established and financially sound insurance Companies licensed by IRDA for insurance coverage of Rs.50.00 (Fifty five) crore (Rs.40.00 crore own stock & Rs.10.00 crore warehouse stock) Fertilizers stock stored at different godowns of MARKFED located through-out the State of Odisha against the risk of Standard Fire & Special Perils, Earthquake, STFI, Terrorism cover, Burglary& House breaking including RSMD & Theft extension and Fidelity guarantee. The bidders are required to submit the premium rates separately for each item as per terms and conditions of Floater Declaration Policy.

#### 1.2. Period of Contract:

Under normal circumstances the contract for insurance coverage of Fertilizers stock stored at different godowns of MARKFED located through-out the State shall be valid for a period of one year from the date of remittance of premium or after the expiry of the existing Policies for a period of one year and it will be entirely at the discretion of The Managing Director, MARKFED-Odisha. The period of the contract can be further extended beyond the aforesaid period as per the requirement of MARKFED.

It may be noted that MARKFED has engaged M/s SAFERISK INSURANCE BROKERS Pvt. Ltd as their sole mandated Insurance Broker / Consultant. The Broker/Consultant shall assist MARKFED on Pre-Placement, Placement & Post-Placement of all Insurance Policies.

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#### 2. INSTRUCTIONS TO BIDDERS:

#### 2.1 Minimum eligibility conditions

Bidders should be efficient enough to cover the insurance risks-

#### Details of Insurance Risks to be covered.

SI. No	Name & Type of policy	Brief description of Risk(s)	Total Sum to be Insured
1	Standard Fire & special perils	Fertilizer stock stored in godowns at various locations of MARKFED in the State on Floater Declaration basis.	
2	Earthquake	-do-	-do-
3	STFI (Storm, Tempest, Flood, Inundation, Hurricane, Cyclone and Tornado)		-do-
4	Terrorism cover	-do-	-do-
5	Burglary and House breaking with Theft & RSMD extension.	-do-	-do-
6	Fidelity guarantee	Infidelity of employee.	Rs. 5.00 cr.

- 2.2. The period of Insurance coverage for the financial year 2021-22 i.e for the period commencing from 13<sup>th</sup> May 2021 to 12<sup>th</sup> May 2022.
- 2.3. The bids are to be submitted in two parts :-

Part - I Containing "Technical Bid"

#### Part - II Containing "Price Bid"

- **2.4.** Therefore the BIDDER shall have to submit their "Technical Bid" and "Price Bid" separately. The Insurer should have the followings
  - a. Be an Indian company/firm financially sound, engaged in providing for insurance coverage of Fertilizers stocks stored at different godowns of MARKFED situated throughout the State of Odisha (List of godowns enclosed).
  - b. An experienced insurance Company having good track record and client satisfaction of insurance coverage of Fertilizers stocks stored at different godowns.



- c. Copy of the Goods & Service Tax (GST) Registration Certificate;
- d. Undertaking regarding blacklisting or otherwise. ( A prescribed format to be enclosed).

#### 2.5. Cost of bidding :-

The bidders shall bear all costs associated with the preparation and submission of the bid. MARKFED-Odisha in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

#### 3. Bid Evaluation Criteria

The BIDDER will have to qualify in the Technical Bid for being considered to be eligible for the opening of their Price Bid. BIDDER must fulfill all the eligibility criteria as prescribed in Technical Bid and furnish the required documents / information.

The Price Bids would be evaluated on the basis of the lowest total premium quoted for the insurance policies. In case of same rate of premium quoted by more than one bidder it will be decided by public lottery. However, the decision of the Managing Director, MARKFED will be final and binding on both the parties.

#### 4. One Bid per BIDDER/(INSURER)

One Insurance Company is expected to submit only one Bid and in the event of receipt of multiple Bids from one insurance company, Lowest of them (Price Bid) will be considered.

#### 5. Bidding Document:

#### 5.1 Contents of Bidding Documents

The BIDDERs are expected to go through the instructions, terms & conditions, forms and the specifications contained in the bidding documents. The bidding documents for invitation for Bids together with all its attachments shall be considered to have been read, understood & accepted by the BIDDERs. Failure of the BIDDER in furnishing any information ought to be furnished in the bidding document may render the Bid liable for rejection.

#### 5.2 Clarification of Bidding Document

Any prospective BIDDER desirous of seeking any clarification with regard to the contents of the bidding documents may contact MARKFED office (Development Officer / Manager (Input) Tel. No. 9937120988, Fertilizer section, MARKFED) or Mr. Surajit Chhualsingh, Vice President, SAFERISK Insurance Brokers, Mobile No. 9776094388 from 10.00 A.M to 5.00 P.M on any working day before 29 / 04/2021 or via E Mail from <a href="mailto:markfert@rediffmail.com">markfert@rediffmail.com</a>, <a href="mailto:surajit.singh@saferisk.in">surajit.singh@saferisk.in</a>. No further clarifications shall be entertained after the date & time specified above.

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The BIDDER may note that no change / modification in the bid would be entertained after the submission of Bids.

#### 6. Preparation of Bid:

#### 6.1 Documents comprising Bid

The Bid prepared by the BIDDER shall comprise of the following:-

#### 6.1.1 Technical Bid

Technical Bid should contain all the documents mentioned against each item in format - I available on the website (<a href="www.odisha.gov.in">www.odisha.gov.in</a>) and MARKFED web-site (<a href="www.markfedodisha.nic.in">www.markfedodisha.nic.in</a>).

#### 6.1.2 Price Bid

Prices must be filled in the prescribed format as attached as Format-II above. Price quoted should be exclusive of GST. GST rate should be clearly mentioned.

GST shall be paid extra at applicable rates as prevailing on the date of remittance of Premium as per GST law, the BIDDER is required to correctly and timely disclose/upload the details of output supplies to MARKFED as per GST rules in his GST return. Non-compliance would result to mismatching of claims & denial of input tax credit to MARKFED. Notwithstanding anything contained in agreement / contract, in case of such default by the BIDDER, the amount of input tax credit to MARKFED along with interest and penalty shall be to the account of the BIDDER.

Rates quoted by the BIDDER, shall remain firm, fixed & valid until the completion of the contract or expiry of the policy period, and will not be subjected to any variation on any account, whatsoever. For any addition/deletion of coverage to be taken during the contract / Policy period, proportionate premium shall be paid at the same rate on pro-rata basis.

The BIDDER shall ensure that the premium is quoted by them both in figures as well as in words, and there is no discrepancy or variation between them and, in case of any discrepancy or variation between them, the lowest of the two amounts will be considered as the valid amount.

#### 6.2 Conditional Bid

Conditional bids will not be entertained and will be summarily rejected.

#### 6.3 Bid Currency

BIDDERs should submit their Price Bid only in Indian rupees (INR).

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#### 6.4 Bid Validity

All the BIDDERs shall keep their bids valid for a period of 60 days from the date of opening of Price Bids, and the Bid, valid for a shorter period would be liable to be rejected as non-responsive.

#### 6.5 Zero Deviation

The BIDDER should note that this is a Zero Deviation Bid and the Bids submitted by them should be based on terms & conditions indicated in the tender document.

#### 6.6 Format of Financial Credentials of Insurers

(Amounts in Crore Rupees)

SI.No	Particulars	2018-19	2019-20	2020-21
1	Gross Written Premium			
2	Market Share (in %)			
3	Net Worth	0-74		
4	Profit Before Tax			

Financial Bid- The format as prescribed in Format - II may be referred

#### 6.7 Payment against claims

The MARKFED shall get the survey report as per the following timeline and receive the payment of the claim within the dates as appended below of final survey report.

MARKFED Claim Amount (Rs. / Lakh)	Time period for submission of final survey report by Surveyor to insurance company	
Upto Rs.5.00 lakh	10 days	
Above Rs. 5.00 lakh and upto Rs.10.00 lakh	15 days	
Above Rs.10.00 lakh and upto Rs.50.00 lakh	20 days	
Above 50 lakh	30 days	

- 7. The Bid documents for this Bid is available in the office of MARKFED, Odisha on payment of Rs.1,000/-. The same shall also be downloaded from Govt. website (www.coopodisha.in) and MARKFED website www.markfedodisha.nic.in. The Bid document to be downloaded will be accompanied with D.D of Rs.1,000/- in favour of MARKFED, Odisha payable at Bhubaneswar on any Nationalized bank.
- 7.1 If any BIDDER submits any false/forged information/document or if any BIDDER backs out from its offer or alerts / modifies his bid after expiry of the time and date of submission of bids, the same will not be considered and their bid would be summarily rejected and MARKFED reserves the right to debar the BIDDER from participating in Signature of the tenderer.

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similar bids for the next two years. Further MARKFED may inform IRDA in such eventually for taking appropriate action by them against such defaulting insurance company.

7.2 In case the date of opening of bid is subsequently declared as holiday, the bid will be opened on the next working day at the appointed time.

#### 8. Deadline for submission of Bids

No bid will be received / accepted after the expiry of the prescribed date and time for submission of the bids. Bids received, if any, by the MARKFED after expiry of the deadline/extended deadline for submission will be returned unopened to the bidder.

- 8.1 Managing Director may at his discretion extend deadline for submission of bids through the issuance of a corrigendum for the reasons mentioned there in, in which case all rights and obligations of MARKFED and the bidder previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- 8.2 The responsibility for submission for the bid in time shall rest with the bidder.
- **8.3** E-mail/FAX/Other mode of offers will be treated as defective, invalid and rejected. Only detailed complete bids received in proper mode prior to the closing time and date of the bids will be taken as valid.

#### Modification & Withdrawal of Bids

No bid would be permitted either to be modified or withdrawn after the expiry of the date and time for submission of bids or allowed to be withdrawn during the intermittent period between the date & time for submission of bids and expiry of the bid validity period as specified in the bidding document. Such bid will be rejected besides action shall be taken against the BIDDER.

#### 10. Opening & Evaluation of Bids:

#### 10.1 Process of Opening & Evaluation

In case of exceptional & adverse situations, the Bids shall be opened in virtual mode in presence of Committee Members of MARKFED, representatives of appointed Broker M/s SAFERISK & authorized officials of bidding insurers.

Technical Bids of all the BIDDERs shall be opened on the specified date and time mentioned in the Tender Notice. BIDDER's authorized representatives may remain present during opening of the Bids. The Authorized Representative has to submit an authorization letter along with i-card in the prescribed format before the committee.



After Technical Bids are evaluated as per terms & conditions of Bid documents, Price Bids of only those BIDDERs, who fulfill the prescribed technical criteria as per Clause No.4 above and have submitted required documents as mentioned, would only be opened on the date and time notified for that purpose. The Price Bids of the BIDDERs not found to be technically qualified, would not be opened.

#### 10.2 Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of Bids, MARKFED will determine whether the Bids are substantially responsive to the requirements of the bidding document. Any Bid submitted by a BIDDER shall be considered as non-responsive and rejected if material deviations are observed.

#### 10.3 Further evaluation of Stage: Technical Bid

- (a) MARKFED shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying condition of the tender.
- (b) MARKFED if necessary, can ask the tenderer for any specific clarification relating to qualifying document/condition or can seek missing document(s) within the specified time.
- (c) MARKFED can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- (d) The tenderer has the option to respond or not to respond to these queries.
- (e) The response of the BIDDER shall be in written & no change in price or substance of the tender shall be sought, offered or permitted.

#### 11 Adherence of confidentiality

Any effort by any BIDDER to influence the MARKFED's bidding process or the award decisions, in any manner, shall render the Bid submitted by such BIDDER liable for rejection.

11.1 It is reiterated that any effort on the part of any BIDDER to influence the MARKFED either in the matter of comparison or evaluation of bids or the award of contract, may render the Bid submitted by such BIDDER liable for rejection.

#### 12 Award of Insurance Contract

Subject to Clauses MARKFED shall award the contract of its insurance work to the successful BIDDER, who's Technical Bid has been found to be substantially responsive and the Price bid determined as the **Lowest**. The successful BIDDER will have to sign all the pages of tender document before award of work.

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MARKFED reserves the right either to accept or to reject any of the Bids, at any time prior to the award of contract, without assigning any reason whatsoever, and shall not incur any liability to the affected BIDDER(s).

#### 12.1 Notification of Award

Prior to the expiry of the bid validity period, MARKFED would notify the successful BIDDER in writing that his / her bid has been accepted. The notification of award of contract will constitute the formation of the contract.

#### 12.2 Signing of Service Level Agreement (SLA)

After the award of Contract by MARKFED the successful BIDDER shall enter into and sign a Service Level Agreement (SLA) with MARKFED giving complete details of the service parameters agreed by them, within a period of 15 (fifteen) days from the date of receipt of communication of the award of contract from MARKFED.

#### 12.3 Sum Insured

MARKFED may, at its sole discretion, increase or decrease the initial sum to be insured depending on its actual requirement and the amount of insurance premium payable for various insurance policies would get increased or decreased accordingly.

#### 13. Miscellaneous Provisions

- a. BIDDER shall quote for entire range insurance policies item wise sought by MARKFED.
- b. In case of any dispute with regard to evaluation of bids or the award of insurance work of MARKFED the decision of the Managing Director, MARKFED shall be final and binding of all concerned.
- c. In respect of floater declaration policy on stock, cover is taken on estimated value of stocks as shown in the bid document.
- d. The BIDDER shall keep the policies in force for 12 months (1 year) i.e from 13<sup>th</sup> May 2021 to 12<sup>th</sup> May 2022 both days inclusive midnight to midnight and the same shall not be allowed to be cancelled during the currency of the policy period.
- e. The BIDDER, if found successful and thus selected, will have to sign a contract agreement in the prescribed proforma.

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#### 14. Annulment of the Award:

- 14.1 Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award in which event the Managing Director, MARKFED may make the award to any other bidder at the discretion of the MARKFED or call for new bids.
- **14.2** MARKFED reserves the right to **blacklist a bidder** for a suitable period in case he fails to honor his bid without sufficient grounds.

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# Technical Bid. Format-l

SI. No	Particulars			*
1	BIDDER Name :			
2	Registered or Corporate Office Address :			*
3	Year of Incorporation :	_		
4	Number of year in operation :		N.	
5	Address for communication (if not same as in 2 above):			
6	Telephone Numbers :			
7	Fax No.			
8	E-mail Address for communication :			
9	Name of Contact Person :			
10	His/her Mobile Number :			
11	Registration with IRDA	No Date Valid upto :		Scanned copy of document evidencing renewal
12	Net Worth as on 31.03.2020	Rs	Crore	Scanned copy of relevant page of Annual Report
13	Copy of power of Attorney/authorization by appropriate competent Authority of the Company to sign the Bid document as required under eligibility criteria Format –I(a).	. P		Scanned copy duly signed to be uploaded
<b>9</b> :	Name of PSUs or Company, whom BIDDER has given one Insurance Cover of at least Rs.50.00 crore in each year during Last 2 years.			Scanned copy of Insurance policies issued to clients for the relevant years
		Rs Period:	Lakh	1
	2020-21; Client Name Sum Insured	Rs Period:	Lakh	
14	Confirm whether quoted for all the policies as per terms & conditions of tender documents and in accordance with IRDA Guidelines.			
	Confirm integrity pact duly signed			Scanned copy duly signed to be uploaded
	Acceptance of all terms and conditions of the tender documents in FormatII	ı		Scanned copy of Form F-II duly signed by authorized signatory to be uploaded

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# **Technical Bid**

Format I(a)

Technical Bid should cover the **eligibility criteria** mentioned in the document under general terms & conditions.

- a. The BIDDERs should have been in general insurance business for more than five years on the date of opening of bid and is licensed by IRDA – copies of certificate in that regard to be furnished.
- The BIDDER should have solvency margin of not less than 1.5 in any three financial years during preceding 3 financial years i. 2018-19, 2019-20 & 2020-21 (copies of the documentary proof to be attached).
- c. The BIDDER should have minimum Net worth of Rs.250.00 crore as on 31.03.2020 copy of document to be attached.
- d. The BIDDER should have given the insurance cover of sum insured of at least Rs.50.00 crore to at least one company or public sector undertaking in each year during 2019-20 & 2020-21.
- e. BIDDERs should submit last three years I.T Return.
- f. BIDDER should have valid GST registration number document to be furnished.
- g. BIDDER should submit the signed integrity pact as per format attached duly signed by authorized signatory.
- h. BIDDER should furnish a covering letter in prescribed format attached for acceptance of all terms & conditions of tender documents, pre contracts integrity Pact etc.

Place :			
Date :	Company Seal & signature		
	Name: Designation		
	Mobile No		

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# Financial Bid

#### Format-II

- a. The BIDDER is to quote rate for all policies. Bids with partial quotes i.e not quoting rates for all the policies will be **summarily rejected.**
- b. The BIDDER to quote the premium rates separately for each item mentioned here along with other terms & condition of floater declaration policy.
- c. Details of Insurance Premium Rate quoted.

Pr	rice Bid Format			
Daniel Name	ODISHA STATE COOPERATIVE MARKETING			
Proposer/Owner's Name		FEDERATION Ltd.		
Address		Station Road, neswar - 751006		
Address .	Various Places in the s		nor respective	
Risk Location		ublished in the Ter		
Occupancy	Storag	ge of Fertilizers		
Description of Cover	Sum Insured	Net Rate	Premium	
SFSP	50,00,00,000.00			
STFI	50,00,00,000.00			
Earthquake	50,00,00,000.00			
Terrorism	50,00,00,000.00			
Floater				
Net Premium				
GST		18%		
Payable	The state of the s			
Excess / Deductible applicable	Asp	per guideline		
Description of Cover	Sum Insured	Net Rate	Premium	
Burglary & Housebreaking for Stocks	50,00,00,000.00	· ·		
Excess / Deductible applicable				
Net Premium				
GST		18%		
Payable				
Excess / Deductible applicable	1% of claim amount sub	ject to minimum o	f Rs. 2,500/-	
Description of Cover	Total amount of Guarantee	Net Rate	Premium	
Fidelity Guarantee for 80 employees (Limit per employee : 1 Cr)	5,00,00,000.00			
Net Premium				
GST		18%		
Payable				



#### Add ons

- A) Removal of Debris up to 2% of Claim Amount
- B) Architech fees upto 3% of claim amount
- C) Public Authorities Clause
- D) Goods Held in Trust Clause
- E) 72 Hours Clause
- F) Nominated Adjusters Clause
- G) Designation of Property Clause
- H) Theft & RSMD Clause for Burglary & House breaking Policy

Seal &Signature & Seal of the bidder with Date.

Name:
Designation
Mobile No

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## Annexure- 1

# LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No:	Dated:	
То		
The Managing	The second secon	
MARKFED-O		
Old-Station Ro	oad,Bhubaneswar -6.	
providing	ition for attending bid opening on insurance coverage for fertilizer stock of MARKFED.	
Dear Sir,		
The following	person is hereby authorized to attend	the bid opening for the
tender mentioned ab	ove on behalf of	(Bidder) is given
below.		
Name Specim	nen Signature of Officer authorized to si	gn the bid documents on
behalf of the bidder.	2	
benan of the blader.		
1. (Specimen Sig	gnature of the Authorized person)	
Name:		
		· *
The signature	of Sri is attested.	X:
(Seal & Sig	nature of the bidder)	
Note:-	¥	
1. Only one re	presentative shall be allowed.	
2. Permission	for entry to the hall where bids are opene	ed may be refused in case

authorization as prescribed above is not produced.

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# Annexure- 2.

# DECLARATION

1.	l,			Son / Daughter
1	Wife	of	Shri	, aged
about			Propr	ietor/ Partner / Director/ authorized signatory of the
bidde	r company /	firm, me	entioned a	bove, am competent to sign this declaration and
execu	te this tende	er docume	ent.	
2. and u	I have car			derstood all the terms and conditions of the tender
3.	The informa	ation / do	cuments f	urnished along with the above application are true
and a	uthentic to th	ne best o	f my know	ledge and belief. I / we, am / are well aware of the
fact th	at furnishing	of any fa	alse inform	ation / fabricated document would lead to rejection
of my	tender at an	y stage b	esides lial	pilities towards prosecution under appropriate law.
	0		5	
	<i>.</i> /	P.		Signature of authorized person
				Full Name:
				Seal:
Date:				
Place:				

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#### Annexure-3

# **CERTIFICATE OF DECLARATION**

	Son/ Daughter of		
W/O	AT / P.O	Dist:	here
by confirm and declar	e that my/our firm/company M/S		
is not Blacklisted /de	elisted or debarred or on Holiday list	with any company	of private
/Public Ltd. of Govern	ment Company/Govt. Deptt. from parti	cipating in the tend	er.
In case at an	y stage, it is found that the informa	tion given by me	is false /
incorrect, MARKFED-	Odisha shall have the absolute right to	take any action as	deemed
fit/without any prior int	imation to me.		
	Sign:		
	-	fth - Didd	
	For and on behalf o	t the Bidder	
	Name :		
7	Seal:	s and N	

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#### DRAFT CONTRACT AGREEMENT

#### CONTRACT AGREEMENT

#### General

day of the month of between on one hand, the Odisha State Co-operative Marketing Federation Ltd (MARKFED - Odisha), Old station road, Bhubaneswar-6 represented by its Managing Director (hereinafter called the "MARKFED" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part
M/s represented by Sri, (Name of the authorized signatory) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.
WHEREAS the MARKFED proposes to appoint Insurance company (s)M/s (BIDDER) to provide insurance coverage for depositors stock and MARKFED assets etc. at various locations and the BIDDER is willing to provide the insurance coverage as per work order issued and the terms and conditions of the tender of MARKFED.
WHEREAS the BIDDER is a public Ltd. company / Government undertaking constituted in accordance with the relevant law in the matter and the MARKFED is a State level Cooperative organization governed under OCS Act & Rules.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free form any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the MARKFED to obtain the desired said work at a competitive price with conformity with the defined specifications by avoiding the high cost in the interest of the farmers of the State.

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The parties hereto hereby agree to enter into this integrity Pact and agree as follows.

#### Declaration

- Commitment of the MARKFED
- 1.1 MARKFED undertakes that no official of the MARKFED connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation contracting or implementation process related to contract.
- 1.2 MARKFED will, during pre contract stage, treats all BIDDERs alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDERS in comparison to other BIDDERS.
- 1.3 All the officials of the MARKFED will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- In case of any such preceding misconduct on the part of such officials is reported by the BIDDER to the MARKFED with full and verifiable facts and the same is prima facie found to be correct by the MARKFED, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be intimated by the MARKFED and such a person shall be debarred from further dealings related to contact process. In such a case while an enquiry is being conducted by the MARKFED the proceeding under the contract could not be stalled.

## 3. Commitment of BIDDERS

The BIDDER commits itself to take all the measure necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following.



- 3.1 The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration. Reward, favour, any materials or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MARKFED connected directly or indirectly with the bidding process or to any person, organization or third party related to the contact in exchange for any advantage in the bidding, evaluation, contacting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees ,brokerage or inducement to any official of the MARKFED for other wise in procuring contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the MARKFED for showing or forbearing to show or disfavor to any person in relation to the contract or any other contract with the MARKFED.
- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the MARKFED or their family members, against, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDFER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the MARKFED as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the MARKFED, or alternatively, if any relating of an officer of the MARKFED has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MARKFED.

## 4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Sanctions for Violations

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the MARKFED to take all or any of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the MARKFED resulting from such cancellation/rescission and the MARKFED shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (iv) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.



- 6.1 The MARKFED will be entitled to take or any of the actions mentioned above and also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or prevention of Corruption Act,1988 or any other statute enacted for prevention of corruption.
- 6.2 the decision of the MARKFED to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

#### **Validity**

7.1 The validity of this Integrity Pact shall be from the date of its signing of contract i.e \_\_\_\_\_\_ to one year. Incase BIDDER is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the contract or as would be decided by the Managing Director, MARKFED.

## **Arbitration**

Both the Authority and the Insurance provider agree that all disputes and differences arising out of or any matter touching the terms and conditions of this Agreement what-so-ever shall be referred to the sole Arbitration of the Registrar, Cooperative Societies, Odisha, Bhubaneswar or any other person appointed by the Registrar, Cooperative Societies, Odisha and there shall be no objection to any such appointment and the awards of such Arbitrator shall be final and binding on both the parties in all respects.

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In witness thereof, the Author	ority (MARKFED) and the Insurance
Provider have put their signatures	with seals accepting the terms and
conditions laid down in the agreeme	ent on this(date), which
shall be binding on them and their r	espective successors, representatives,
legal heirs and assignees.	
The parties hereby sign this	s Integrity Pact at on
MARKFED	BIDDER
Name of the Officer & Designation	Name of the Officer & Designation
Witness	Witness
1	1
2	2
2	2.
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Aler /	Signature of the tenderer .

SI.No	District	Name of the Godown (Location)	Nos	Capacity in M.T	SI.No	District	Name of the Godown (Location)	Nos	Capacity in M.T
1	BALASORE	Balasore Buffer	7	1750	40	KEONJHAR	Keonjhar Buffer	2	2000
- 2		Jaleswar Depot	1	500	41		Anadapur Depot	1	185
3	B	Tudigadia Depot	1	285	42		Champua Depot	1	250
4	BHADRAK	Bhadrak Buffer	2	2000	43	KORAPUT	Jeypore Buffer	4	4000
5		Chandbali Depot	1	400	44	MALKANGIRI	Malkangiri Buffer	2	1000
6		Kothar	1	60	45	NOWRANGPUR	Nowrangpur Buffer	4	2000
7		Naikanidihi Depot	1	200	46		Umerkote Buffer	2	1500
8	BOLANGIR	Bolangir Buffer	2	2000	47	RAYAGADA	Rayagada Buffer	1	1000
9		Titilagarh Depot	1	. 250	48	MAYURBHANJ	Baripada Buffer	2	1500
10		Patnagarh Depot	1	500	49		Betnoti Buffer	2	1000
11	SUBARNAPUR	Sonepur Depot	1	500	50	-	Rairangpur Buffer	4	1000
12		Dunguripalli Buffer	2	2000	51		Udala Depot	1	250
13		Biramaharajpur Depot	1	375	52		Karanjia Depot	1	250
14	CUTTACK	Cuttack-Jagatpur Buffer	3	3000	53	KANDHAMALA	Phulbani Depot	2	1000
15		Athagarh Depot	1	250	54	糖	Raikia Depot	1	100
16		Salipur Buffer	3	1500	55	BOUDH	Boudh Buffer	2	2000
17	JAGATSINGHPUR	Balikuda ASP (Ichhapur SCS)	1	250	56	PURI	Nimapara Buffer	2	1000
18		Raghunathpur ASP	1	250	57		Sakhigopal Depot	1	500
19	KENDRAPARA	Pattamundai Buffer	2	1000	58	KHURDA	Jatni Buffer	2	2000
20	JAJPUR	Jajpur road Buffer	1	1000	59	NAYAGARH	Nayagarh Depot (TDCC)	1	500
21		Guhali ASP	1	100	60	SAMBALPUR	Sambalpur Buffer	4	4000
22		Rasulpur Depot	1	200	61		Kuchinda Buffer	5	1500
23		Narasinghpur Depot	1	500	62		Bamara Depot	1	750
24	DHENKANAL	Dhenkanal Buffer	7	3000	63		Naktideul Depot	1	250
25		Hindol Road Buffer	1	1000	64		Sahaspur Depot	1	500
26	140,000	Kamakhyanagar Depot	1	350	65	DEOGARH	Deogarh Depot	1	500
27	ANGUL	Angul Buffer	1	1000	66		Reamal Depot	1	250
28	-	Chhendipada Depot	1	250	67	BARAGARH	Baragarh Buffer	3	3000
29	GANJAM	Jagannathpur Buffer	8	4500	68		Attabira Buffer	3	750
30		Bhanjanagar Buffer	3	1500	69		Barpalli Buffer	5	1250
31	GAJAPATI	Parlakhemundi Buffer	2	2000	70		Padmapur Depot	1	500
32	KALAHANDI	Kesinga Buffer	5	4360	71	JHARSUGUDA	Jharsuguda Buffer	2	2000
33	18.	Narla ASP	1	50	72		Kanaktora Depot	1	50
34	•	Junagarh Buffer	3	1500	_	SUNDARGARH	Sundargarh Buffer	3	1500
35		Dharmagarh ASP	1	50	74	The second secon	Raurkela Buffer	1	1000
36		M-Rampur Depot	1	350	75		Banei Depot	1	500
37		Jaipatna Depot	1	250	76	Total		149	82065
-	NUAPADA	Nuapada	3	700					
39		Khariar Road Buffer	1	1000					

 ${\it Signature~of~the~tenderer~.}$ 

