# ODISHA STATE CO-OPERATIVE MARKETING FEDERATION LTD. (MARKFED – ODISHA) BHUBANESWAR

**At- Old Station Road,**

**Dist: - Khurda (Odisha), Pin-751006**

**Tel: (0674) 2310626**
**E. Mail: odishamarkfed@gmail.com**

# DETAILED NOTICE INVITING (Request For Proposal)RFP

**For**

**Managing and Operating of MARKFED-Odisha , Godowns under Public Private Participation (PPP) Model, Terms & Conditions, List of items**

**( -- Pages)**

**Price: Rs.2,000.00 (Rupees Two thousand) Only**
**(To be downloaded from govt. of Odisha tender Website/ Cooperation Department site)**

**Issue Date:** **From the date of publication in News paper /hosting in website.**

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

**MARKFED- ODISHA**

**(Orissa State Co-operative Marketing Federation Ltd.)**
**MARKFED-Odisha**
**Old Station Road, Bhubaneswar-751006**
Tel. No.-(0674) 2310626 e.mail: odishamarkfed@gmail.com

**Notice No-** 1025 / 1050/1/14-L/21-22/Post **Dated.** 13.03.2023

**NOTICE INVITING RFP (Request For Proposal)**

**Request For Proposal (RFP)s** are invited from the eligible interested parties / firms for Managing and Operating of MARKFED-Odisha , Godowns under Public Private Participation (PPP) Model. **For details please visit Government of Odisha Tender website (**www.odisha.gov.in**) or Cooperation Department website(www.coop.odisha.gov.in).** Any revision, clarification, addendum, corrigendum, time extension etc. to the above mentioned notice will be hosted on **Cooperation Department** web-site only. No separate notification shall be issued in press.

**Managing Director**
*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

**DATA sheet** for various RFP related events:-

The Managing Director, MARKFED invites sealed Tenders from interested prospective Private / Public limited Organizations/ Firms for Managing and Operating of MARKFED-Odisha, Godowns under Public Private Participation (PPP) Model.

1. **Name of the Bid Document**:_____

a. Period of issue of Tender Document **:- From the date of publication in local daily news paper/ website.**

**b. Deadline for submission of pre-Bid queries :-27.03.2023**

**c. Pre-bid meeting date & time :- 28.03.2023 at 3.30 P.M.**

**d.** Last Date and time for submission of Bid Document :-20.04.2023**(3.30 P.M)**

2. **Mode of submission of Bid documents :**

The bidders shall download the tender documents from the Tender website of Government of Odisha (www.odisha.gov.in)/ Cooperation Department website i.e. www.coopodisha.in. The Bid documents/tenders should be submitted by Courier/Speed post or Registered Post Only. Bids. RFP submitted on any other mode will not be accepted & rejected summarily.

**3.** In such case, the Bidder is to attach a Demand Draft of Rs.2,000.00 (Rupees Two thousand) drawn on any Nationalized bank in favour of Odisha State Co-operative Marketing federation ltd. ( Markfed-Odisha) payable at Bhubaneswar along with the Technical Bid.

**4. Opening of Bid Document's-**

a) **Technical Bid on**:- 20.04.2023 at 3.30 P.M

b) **Financial Bids** of eligible technical bidders to be intimated separately by mail or phone.

**5. Cost of Bid documents (Non-refundable)**: Rs.2,000.00 ( Rupees Two thousand only) in shape of D.D payable i.f.o. MARKFED-Odisha payable at Bhubaneswar.

**6. Period of contract**: - 15 years (180 months) extendable to further 10 yrs.

**7. EMD: Rs.3.00 lakhs** (Rupees three lakhs only) in shape of D.D.

**8. Bid validity period** :- 60 days from the date of submission of bid.

**9. Performance Security deposit** :- 10% of Contract value (Per annum)+GST

**Signature of the Bidder**

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

**Disclaimer**

1. The information contained in this bid document to the bidders, in documentary form or otherwise by or on behalf of **MARKFED-Odisha**
2. This NIT is neither an agreement nor an offer by **MARKFED-Odisha** to the prospective bidder or any other person. The purpose of this NIT is to provide interested parties with information to assist in the formulation of their Bid and Proposals for selection, pursuant to this NIT.
3. This NIT includes statements, which reflect various assumptions and assessments arrived at by **MARKFED-Odisha** in relation to the work. Such assumptions and statements do not purport to contain all the information that each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and bring the same to the notice of Authority in pre-bid meeting.
4. **MARKFED-Odisha** may in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information, assessment or assumption contained in this NIT & host the same in the Co-operation web-site only.
5. The issue of this NIT does not imply that **MARKFED-Odisha** is bound to select any offer or award any work to bidder and reserves the right to reject all or any of the bidder without assigning any reasons whatsoever.
6. **MARKFED-Odisha** reserves the right to change any or all the provisions of NIT. Such changes shall be intimated to all the bidders in Cooperation web-site only.

The submission and opening of bids will be done as per procedure adopted for open tender process.

Tender document can be downloaded from websites (www.odisha.gov.in) **or Cooperation department website (www.coop.odisha.gov.in).**

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

# BIDDER'S COVERING LETTER

To
The Managing Director,
MARKFED-Odisha,
Old Station Road, Bhubaneswar -6.

Ref: Bid Notice No: _____

Dear Sir,

Having gone through and examined the terms & conditions of bid document, specifications and with full understanding and its implications, the receipt of which is hereby duly acknowledged, we the undersigned confirm to take up work for Managing and Operating of MARKFED-Odisha , godowns under Public Private Participation (PPP) Model and made part of this.

We undertake that, ours is a Cooperative Society/Private /proprietor/ Public limited/Registered Company/organization/Govt. Agency and if our offer is accepted, we shall take up the job in accordance with the time limit and terms & conditions stipulated in the bid document and vacate the premises with all articles on expiry of the valid period. We further undertake that, if our bid is accepted, we shall deposit the Security Deposit (S.D) as per the conditions mentioned in the contract.

We agree to abide by this bid from the date of submission of bid document and it shall remain binding upon us and 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 EMD of **Rs.3.00 lakhs (Rupees ----------)only & Rs.2,000.00 (Rupees two thousand)only towards cost of Bid document.**

Dated this ..... Day of ----------,2023(the month and year)

Signature of Authorized Signatory .....

Duly authorized to sign the bid for and on behalf of M/S.....

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

# PART–A

# TECHNICAL BID

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

## INSTRUCTION TO THE BIDDERS:-

### 1. GENERAL

Orissa State Co-operative Marketing Federation Ltd. (MARKFED-Odisha ) was established under Bihar and Odisha Cooperation Act 1935. It is a Government undertaking Apex Cooperative Organization, having its Head Office at Bhubaneswar, and is mandated for the warehousing of oil seeds & pulses, fertilizers, construction materials and allied agricultural produces. **MARKFED-Odisha** has presently a network of 184 warehouses supporting the aspirations of the State.

**MARKFED-Odisha** ***invites Bid from prospective bidders for providing warehouse management services on PPP mode for a period of 15 years further extendable to 10(Ten) years for proposed locations as per Annexure-I.***

Both the parties **MARKFED-Odisha** and the Contractor, will work together towards providing various facilities to farmers, traders, F.P.Os and other trade participants related to agri/ non agri/ commodities and to provide better storage facilities and also facilitate availability of finance and evolve functional models for the purpose of development of an efficient warehousing system.

**Pre-bid meeting / conference:- MARKFED-Odisha** shall hold a pre-bid meeting / conference with the prospective bidders on **28.03.2023 at 3.30 PM**.The Pre-bid conference will be held at **2nd floor mini conference hall, Krushi Bhavan.** The queries may be sent online to MARKFED through mail ( odishamarkfed@gmail.com.).

### 2. DEFINITION:-

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them.

**"Accounting Year"** means the financial year commencing from 1st April of any calendar year and ending on 31st March of the succeeding calendar year;

**"Agreement"** means (a) this Agreement including its Recitals, the Schedules, Annexure, any amendments thereto;

(b) Technical qualifications of the two stage bidding document, if any, thereto; (c) the bid documents submitted by the Bidder in response to the two stage bid process; and (d) the LOA issued by the Authority and any amendments thereto;

**"Applicable Laws"** means all laws, promulgated or brought into force and effect by Government of Odisha, in which the Project is coming up including regulations, rules, directions, bye-laws of MARKFED, notifications, ordinances and judgments having force of law, or any final interpretation by a Court of Law having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement;

**"Applicant"** means the interested bidder participating in this bid to become Contractor for **MARKFED-Odisha**

**"Authority"** means Managing Director, Odisha State Cooperative Marketing Federation Ltd., (**MARKFED-Odisha** ) Bhubaneswar. "Authority's Representative" means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

**"Bid"** means the documents in their entirety comprised in the bid submitted by the bidder in response to the Bid document in accordance with the provisions thereof;

**"Bid Security"** means the security provided by the bidder to the Authority along-with the Bid as per the Bid Document.

**"Encumbrances"** means, in relation to Project Assets, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, attachment, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project;

**"Services"** means those services to be performed by the Contractor under this Agreement;

**"Site"** means the parcel of land/ warehouse owned or Agreementd by the **MARKFED-Odisha ;**

**"GST and Other Taxes"** means any taxes and duties charged for the purpose from time to time by the Government for the purpose.

**"Termination Date"** means the date on which this Agreement hereunder is terminated by a termination Notice;

**"Termination Notice"** means the communication issued in accordance with this Agreement by **MARKFED-Odisha** to the Contractor terminating this Agreement;

Any expression not defined above shall have the meaning as defined or described under the appropriate provisions of the Agreement;

## 3. MAIN OBJECTIVES OF THE RFP

This Bid document is intended to seek service for Managing and Operating **MARKFED-Odisha** Warehouses under Public Private Participation (PPP) Model for the proposed locations, as per Annexure-A.

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

## 4. PERIOD OF CONTRACT

Under normal circumstances **the contract shall be valid for a period of 15 (fifteen) years from the date of execution of the agreement and further extendable up to 10 years on approval of the M.D Markfed**. The tenancy period can be renewed for a further period with mutual consent of both the parties. The extension period would be decided by the M.D, MARKFED on request of the contractor, considering the payment of rent (assured sum (Rent +GST)), honesty and loyalty in successful completion of the tenancy period as per terms and conditions of last agreement by the contractor. The extension of tenancy will be made on existing or revised terms and condition which is entirely at the discretion of the owner (Managing Director, MARKFED-Odisha). However, the rate of rent may be enhanced annually by **03 (Three)** % .

## 5. Payment of Rent

The contractor under this agreement is liable to pay rent (excluding GST) on quarterly basis. The rent will be collected in advance in shape of PDCs ( Post dated Cheques) submitted by the contractor during agreement, which will be encashed by MARKFED for collection of rental dues on quarterly basis . The contractor has to deposit PDC on yearly basis in the office of MARKFED-Odisha or else the rent may be remitted to MARKFED account through RTGS with a copy to this office for record and reference.

## 6. The fees payable

The bidder will submit the following fee, as per tender documents, personally/ through their authorized representative at **MARKFED-Odisha** , Head Office, Bhubaneswar.

i. **Cost of tender** of Rs 2,000/- in shape of DD drawn on any Nationalized bank in favour of Odisha State Cooperative Marketing Federation Ltd., payable at Bhubaneswar and submit the same with duly filled in the Bid document within schedule date and time.

ii. **Bid Security/ Earnest Money** of Rs 3.00 lakhs in shape of DD drawn on any Nationalized bank in favour of Odisha State Cooperative Marketing Federation Ltd., payable at Bhubaneswar and submit the same with duly filled in the tender paper within schedule date and time.

In case of bidder does not submit the above fee before stipulated date and time, its tender shall summarily be rejected, for which the bidder shall be solely responsible.

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

All the Hard copies/original, of all documents as uploaded in e-tender document may be demanded by **MARKFED-Odisha** at any point of time during the tender evaluation process & afterwards.

## 7. ELIGIBILITY CRITERIA

The bidders who fulfill the minimum eligibility criteria alone shall apply. The minimum eligibility criteria for the bidders are as follows:

| S. No. | Eligibility Criteria | Documents required |
|---|---|---|
| 1. | The Bidder shall have an experience not less than 5 years ending 31st March 2022, in the field of providing warehousing services preferably for fertilizer and agri commodities. | Registration certification of the firm/ Partnership deed/ Certificate of incorporation, etc., as applicable. |
| 2. | The bidder shall be an Indian Cooperative Organization/ Govt. entity/ partnership firm OR Limited Co. OR Private Limited Co., having a registered establishment in India. | |
| 3. | The minimum average annual turnover of the bidder for last three financial years, i.e., FY 2019-20 to FY 2021-22, must be not less than Rs. **50.00 Crore**. | Certificate from a Chartered Accountant certifying the turnover with its ICAI Registration Number & Seal |
| 4. | The net worth of the bidder as on 31st March 2022should be positive. | |
| 5 | The bidder should have registered number of<br>i. Company should have a valid Odisha Registered GST Number (OGSTN).<br>If it doesn't have a valid Odisha Registered GST Number (OGSTN), it should give an undertaking to obtain it within 90 days of signing the contract after winning the bid.<br>ii. The bidder shall have a valid PAN number as on last date of submission.<br>iii. The Bidder should have a Physically Verifiable & Full-fledged Registered Business Office at Bhubaneswar.<br>If Bidder doesn't not have a Physically Verifiable & full-fledged Registered Business Office, it should give an undertaking to established one within 60 days of signing the contract. | i. Copy of GST Registration certificate signed by Bidder's authorized signatory.<br>Undertaking<br>ii. Copy of the PAN Registration Certificate signed by Bidder's authorized signatory.<br>iii. Detail of Business Office Address, Phone No, Mail ID and necessary documents to prove its existence.<br>Undertaking |

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

| | | |
|---|---|---|
| 6 | Bidder Should:-<br>a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;<br>b) Not have a conflict of interest in the operation in question as specified in the bidding document.<br>c) Comply with the code of integrity as specified in the bidding document.<br>d) Furnish a self declaration certificate regarding not blacklisted / delisted or debarred or on holiday list with any company / Govt. Department for participating in the tender.<br>e) Furnish a declaration regarding non participation of any near / close relative. | A self certificate letter asper self Declaration |

## 8. 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.

## 9. Bid documents:

***Apart from documents satisfying minimum eligibility conditions, the bid document also includes:***

- Notice inviting RFP, General Scope of work and Instruction to bidders.
- General terms and conditions
- Bid purchase cost & EMD per bid document .
- Letter of authorization for attending bid opening
- Certificate for Non-Participation of near relative
- Agency details.
- Technical and Financial Bid Documents along-with check list.
- Certificate of declaration regarding blacklisting or otherwise.
- Financial bid containing one rate of rent for all godowns in a bid document.

**9.1**. The bidder is expected to have examined all instructions, forms, terms and specification in the Bid Document. Failure to furnish all the bids not substantially responsive to the Bid document in every respect will be at the bidders risk and may result in rejection of the Bid.

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

**9.2.** Any clarification in the matter may be referred to Area Manager of the concerned district.

**9.3.** The prospective bidders shall keep their offers valid up to 60 days from the date of opening of tender or till finalization of tender process.

**10. Amendment to bid documents:**

At any time, prior to the date of submission of Bid, MARKFED-Odisha may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by the amendments/ by issuing corrigendum.

10.1. The amendments will be updated on **Cooperation department website only.**

**11. Submission of Bid :**

**Sealing, Marking & Submission**

11.1. The bid shall be submitted in accordance with the procedure detailed herein .

12.2. Specified documents shall be enclosed in envelop of appropriate size each of which shall be sealed & signed.

11.3 **Envelope No.1 shall contain (Technical-Bid) along-with;**

**a.** The Technical bid along-with cost of tender paper & EMD as indicated in clause 6 (II).

**b.** All the information and documents as per clause No 7 & 9 under bid documents head mentioned in this RFP.

**c.** A covering letter accompanying the bid duly addressed to the Managing Director, MARKFED.

**d.** Envelope No.1 shall be submitted super-scribing the" Managing and Operating of MARKFED-Odisha, godowns under Public Private Participation (PPP) Model along-with all required documents.

**11.4. Envelope No.2 shall contain (Financial Bid):**

i) The rate of rent per sft duly filled in and signed and stamped.

ii) The bidder must fill up rate of rent per Sft for godowns as indicated at Annexure-A ( Only one entry to be made in the financial bid).

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751005

iii) No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.

**The above two envelopes** shall bear the RFP notice No., due date and time and shall be sealed **in a third envelope, addressed to the Managing Director, MARKFED.**

11.5). If the date on which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

11.6) No Bid should be hand delivered at the address mentioned in notice.

11.7) All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

## 12. Deadline for submission of bids

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

12.2 Managing Director may at his discretion extend deadline for submission of bids through issuance of a corrigendum for the reasons mentioned there in which case all rights and obligations of the owner and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

12.3 The responsibility for submission of the bid in time should rest with the bidder.

12.4. E-mail/FAX/Other mode of offers will be treated as defective, invalid and rejected. Only detailed complete bids received in prescribed mode prior to the closing time and date of the bids will be taken as valid.

## 13. OPENING OF BIDS

Technical Bids opening would take place at Odisha State Cooperative Marketing Federation Ltd. (MARKFED-Odisha), Head Office, time and date as indicated in the Bid document. After technical bid's evaluation, Price Bids of only technically qualified (responsive) bidders will be opened at the time and place for which separate information will be given to the successful bidders.

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

13.1 **Envelope No.1**- Containing the **Technical bid** along with cost of tender paper, bid security (EMD) and all the information documents shall be opened by the Committee in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid security (EMD)receipt is not found as prescribed the bid shall be summarily rejected. The representatives are required to bring photo identity card issued by the concerned bidder and also a copy of the authorization as given in the Annexure.

13.2. **Envelope No.2** - Containing duly filled in **Financial Bid** indicating the rate of rent as given in Financial Bid shall then be opened. A bid submitted with an adjustable/ multiple price quotation will be treated **as non responsive** and will be rejected.

13.3 The committee shall examine/evaluate the bids to determine whether they fulfill the eligibility criteria, have submitted the requisite documents , meet the terms and conditions specified , complied with all the instructions contained therein, the requisite bid securities have been furnished, the bids have been properly signed and stamped, the bids are generally in order etc.

13.4 Only summary of rate of rent quoted by the bidders will be read out.

## 14. BID EVALUATION CRITERIA

A Two stage procedure shall be adopted in evaluating the proposals. Technical proposals of the bidders shall be opened after ensuring that all payables (Bid Security/EMD, Tender Cost) are received within prescribed time limit. After the technical evaluation is completed, the Financial Bids of technically qualified bidders shall be opened. Financial Bids of the bidders, who fail to qualify in the technical evaluation, shall not be opened.

## 15. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

Each bid must be accompanied by a valid Bid Security/ Earnest Money Deposit (EMD) of **Rs 3.00 Lakhs** in the form of a Demand Draft issued by any nationalized bank, and submitted in favour of Odisha State Cooperative Marketing Federation Ltd., payable at Bhubaneswar.

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

The bid security must remain valid thirty days beyond the original or extended validity period of the bid. **MARKFED-Odisha** shall not pay any interest on theEMD. Bids not accompanied by EMD shall be summarily rejected.

A bid received without EMD & cost of tender, shall be rejected and treated as non responsive at the bid opening stage and returned to the bidder. The submission of EMD is compulsory for all the bidders and no exemption will be granted for submission of EMD on any case. EMD of lesser amount/ EMD not submitted in the manner prescribed will be rejected.

The Earnest Money (without interest) shall be returned to all unsuccessful Bidders within a period of 30 days from the date of execution of agreement with successful bidder. However in case, the Bid is disqualified during technical evaluation, the Earnest Money will also be refunded without interest within 30 days of technical disqualification of the bidder. No interest shall be payable on Earnest Money, in any case and MARKFED will not be held liable for the same.

## 16. PERFORMANCE SECURITY DEPOSIT

The amount of performance security deposit shall be 10 % (Five percent) of the amount of total estimated revenue + applicable GST. Performance security Deposit shall be furnished in form of Bank Draft of any nationalized bank in favour of Odisha State Cooperative Marketing Federation Ltd., payable at Bhubaneswar. Performance security furnished shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder.

After satisfactory completion of the contract and clearance of all dues by the Contractor, the Managing Director or duly authorized officer will discharge the Performance Security Deposit as well as EMD.

The security deposit shall be refunded as per rules on the completion of the contract as per terms and conditions and only after hand handing over the possession of the godowns on expiry / termination of the Agreement without any interest.

During the tenancy period, all recoverable dues of the tenant shall be collected (on intimation) from his Security Deposit.

### 16.1 The bid security may be forfeited,

1) If a bidder withdraws his bid during the period of bid validity.

2) In case of successful bidder, if the bidder fails to

   i) Sign the Contract/Agreement within stipulated period.

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

ii) Furnish the P.S.D ( Performance Security deposit as mentioned in bid document) within the specified time.

**17. Conditional bids:-**

The **conditional bids** shall not be considered and will be out-rightly rejected at very first instance. All entries in the Bid document should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Technical & Financial Bid Form. In such cases, the tender shall be summarily rejected.**

**18. Period of validity of bids:**

The bid shall remain valid and open for acceptance for a period of **60 days from** the last date fixed for receiving the same or till finalization of the tender process. A bid valid for a shorter period shall be rejected by the owner as non responsive.

**19. Clarification of Bids:**

To assist in the examination evaluation and comparison of bids the committee / official may ask bidders individually for clarification on their bids, including breakdowns of rent quoted .

The request of clarification and the response shall be in writing or by e-mail but no change in the price substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors found during the evaluation of the bids in accordance with clause thereof.

**20. Determinations of Eligibility & Responsiveness:**

20.1 The empowered committee will determine whether the bid is substantial to the requirements of the bid documents. For the purpose of these clauses, **a substantial responsive bid is one which confirms to all the terms and conditions and specifications to the bid documents without any deviation or reservation.**

20.2 A bid which in relation to the estimates of the empowered committee is unrealistically priced, **not complied eligibility conditions** (Cl. 7;- eligibility conditions) & clause No-9:- (Bid documents ), not accompanied with cost of tender & EMD per bid and which cannot be sustained satisfactorily by the bidder, may be rejected as non responsive.

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

20.3 Bidder quoting multiple godown No and rate of rent per Sqft in the Financial bid ( Only one entry to be made per godown in the financial bid), the same shall be considered as non-responsive and rejected.

20.4 Any overwriting or cutting in the Financial Bid is not permitted and the tender shall be considered as non-responsive and summarily rejected.

## 21. Evaluation and Comparison of Bids :

21.1 Only such of the bids have been determined to be substantially responsive to the requirements of the bid documents. The determination of the bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.2 Bidders shall note that no preference of any nature will be given to any Bidder not-withstanding any custom usage or instructions to the contrary.

21.3. Evaluation of the bids will take into account in addition to the bid amount the following factors:

i) Arithmetical errors corrected in accordance.
ii) Such other factors as may be considered to have a potentially significant impact on contract execution price and payments.

21.4. Offers deviations and other factors which are in excess of the requirement of the bid documents or otherwise result in the accrual of unsolicited benefits to the owner, shall not be taken into account in bid evaluation.

21.5. A bid determined as substantially non responsive will be rejected by MARKFED and shall not subsequent to the bid opening be made responsive by the correction of the non conformity.

21.6. Bids determined to be substantially responsive will be checked for any arithmetical error in computation and summation. Details of errors will be as follows:

21.7 Where there is discrepancy between amounts in figures and in words, amount in words will govern.

21.8 Incorrectly added totals will be corrected.

21.9 In case there is any inconsistency between the rent, the rate quoted shall be prevail. If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

21.10 MARKFED may waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relevant ranking of any bidder.

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

21.11 Quoting of highest rate does not confer any right for selection of bidder as tenant at the rate quoted. MARKFED reserves the right to negotiate with the bidders to select bidder as tenant at a suitable rate.

21.12 Quoting of same rates by more than one bidder (tenderer) could be construed as an exceptional circumstance. In such cases, all the bidders who have quoted the same highest rates shall be called for and decision will be taken through **public lottery**.

## 22. Risk and cost clause

The Managing Director, MARKFED-Odisha may, without prejudice to his rights against the Bidder (Contractor), in respect of any delay or inferior workmanship or otherwise, or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise. By notice in writing, absolutely determine the contract in any of the following cases:-

i. If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

ii. If the Contractor commits breach of any of the terms and conditions of this contract.

iii. The Contractor shall be responsible for safe custody of his goods and assets kept in the above godowns of the Land-Lord and the Land-Lord in no way shall be responsible for any shortages /damages /loss/ theft/fire/flood/rioting/cyclone or any other natural or manmade accident/calamities etc. caused to the said goods/assets and the Tenant shall have no right to claim compensation from the Land-Lord in any Court of Law.

iv. On expiry of Agreement period / termination of tenancy, the Tenant shall handover the godown(s) allotted to him in good, sound & tenantable condition along with the fittings and fixtures attached to the godowns in good and working condition to the Land-Lord (1st party) within a week time, failing which the cost will be recovered from out of the security Deposit of the Tenant.

When the Contractor has made himself liable for action under any of the casesaforesaid, the Managing Director or duly authorized officer on behalf of the **MARKFED-Odisha** shall have powers to determine or rescind the contract, as aforesaid of which, termination notice in writing to the Contractor under the

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

hand & seal of the officer shall be conclusive evidence upon such termination, the EMD, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of MARKFED-Odisha

## 23. RECOVERIES FROM THE CONTRACTOR

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the **MARKFED-Odisha** shall be entitled to recover such sum by appropriating, in part or whole of the security deposit of the Contractor. In the eventof the security being insufficient or if no security has been taken then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the **MARKFED-Odisha**. If this sum is not sufficient to cover the full amount recoverable, the Contractor shall pay to the **MARKFED-Odisha** on demand the balance remaining dues.

The **MARKFED-Odisha** shall further have the right to affect such recoveries;

i. In case the Tenant holds over and does not deliver possession of the premises of the aforesaid godowns on the expiry of the period of notice or on termination of the tenancy by efflux of time, the Tenant shall be liable for the cost of damages @ Rs.20,000/- (Rupees Twenty Thousand) only per month in addition to payment for the monthly rent from the tenant with all payments as aforesaid, apart from, taking shelter of the appropriate Court of Law.

ii. In case the Tenant shall not give delivery of possession on expiry of the tenancy period or expiry period after noticed to vacate the premises, his possession over the premises shall be treated as unauthorized / trespasser and he is debarred to use the premises and in that event action will be taken U/s-441-IPC (Orissa Amendment).

iii. In case of breach of any of the terms and conditions of this deed of agreement by the contractor, he shall forfeit all his rights and interests including forfeiture of security deposit & Performance Security Deposit under this agreement and the Land-Lord in such case shall be entitled to take over possession of the premises with all Article kept these is of the godown(s) without any intimation.

## 24. RESPONSIBILITIES OF THE CONTRACTOR.

i. To obtain warehousing license under applicable laws inforce.

ii. To handle receipt, storage, custody and reAgreement of commodities/goods/stocks.

iii. To issue Warehouse/ Storage receipt for commodities stored at the proposed locations as mentioned in Annexure- I .

iv. To make arrangements for taking adequate insurance coverage for the

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

v. To be responsible for quality and quantity of the commodities deposited at the proposed Locations.

vi. To install Warehouse Management Software at proposed Locations as mentioned in Annexure-I within six (6) English calendar months from the Effective date of Agreement / MOU.

vii. To be responsible for providing services of pest control/ fumigation at his own cost & expenses and the expenses of pest control/ fumigation may be recovered by the Service Provider from clients .

viii. That the contractor shall not transfer his right over this deed of agreement or shall not sublet or deliver possession of the aforesaid godown or any portion thereof to any person who-so-ever without prior permission from the land lord.

ix. That the contractor shall keep & maintain the demised godowns & it's premises in good proper and tenable condition at his own cost.

x. That the contractor shall obtain requisite valid License from the competent authority for carrying out his business and in no case, MARKFED will be held responsible for him.

xi. The contractor will be the principal employees for all manpower deployed such as the employees / workmen engaged / labor deployed and the manpower deployed, shall be treated as employees of the contractor only and not of MARKFED and contractor shall be made liable for all liabilities arraigning out of service matters of the personnel engaged on behalf of the contractor. **MARKFED-Odisha** shall not be responsible for any liability and no claim would be made/ raised by The Contractor or its employees. If there is any such claim, the Contractor shall be liable for the same.

xii. That the Land-Lord shall not be responsible for any loss or injury sustained by the worker and or employed by the Contractor/tenant ( Selected Bidder) for the purpose in the premises under any labor litigation.

xiii. To upon the request of **MARKFED-Odisha** and as intimated by MARKFED-ODISHA in writing, maintain certain records which would be prepared by the employees of The Service Provider/ Contractor and **MARKFED-Odisha** will have access to all the record and documents withoutany dispute.

xiv. The Contractor shall put all future requirements at its own cost & expenses.

xv. The Contractor will provide **Performance Security {** 10% of rent quoted per month + GST } of Rs. ..... lakhs (Rupees only) by way of bank guarantee to **MARKFED-Odisha** within the time as prescribed in the work order for entire period of the contract.

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

xvi. The entire recoverable amount accrued as per terms of the contract or any other liability arising and unpaid will be charged from the above security deposit/ Performance Security Deposit amount for which The Contractor will have no objection.

xvii. The new warehouses/capacities constructed by **MARKFED-Odisha** at current Agreed Locations as mentioned in Annexure-I would also be governed under as per terms and conditions of the contract.

xviii. The Bidder/ Contractor is bound to provide the storage capacity as may be required by **MARKFED-Odisha on mutual discussion with the M.D, MARKFED** .

xix. **MARKFED-Odisha** will be free to get all the records audited by its own auditing agency/ CA firm and the Contractor will be accountable for liability as suggested by audit authority for warehouses under contract.

xx. The Contractor will not construct any additional storage capacity of its own at locations as per Annexure-I without obtaining prior permission of **M.D, MARKFED** during the entire period of contract.

xxi. The Bidder will not enter into similar contract with any other Govt. / Coop./ Private organization at current agreed locations mentioned in annexure- I during the period of contract.

## 25. RESPONSIBILITIES OF MARKFED-ODISHA

The **MARKFED-Odisha** shall be responsible for the activities as detailed below:—

i. To obtain all the necessary licenses and ensure compliance with all statutory requirements for providing of warehouse building at the Current Agreed Locations as mentioned in Annexure-I.

ii. To provide existing facilities at Warehouse.

## 26. DISQUALIFICATION CONDITIONS:

i. Bidder, who has been black listed or debarred by **MARKFED-Odisha /** OSWC /CWC or central / state Govt. as on the last date of bid submission, will not be eligible to participate in the bidding during the period of such blacklisting /holidaying or debarred period.

ii. Any Bidder whose contract with **MARKFED-Odisha** / OSWC /CWC or central/ state Govt. department, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last five years from the last date of bid submission, will be ineligible.

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

iii. Any Bidder whose Earnest Money Deposit and/ or Security Deposit have been forfeited by the **MARKFED-Odisha** or any other Government organization during the last five years from the last date of bid submission, for breach of any terms and conditions will be ineligible.

iv. If the proprietor/any of the partners of the Bidder firm/ any of the Directors of the Bidder company/ any of the Directors have been at any time, convicted by a Court for an offence involving moral turpitude, such Bidder will be ineligible.

v. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity what so ever (even as a proprietor, partner, Member in another firm, or as a director of a company etc.) will render the Bid disqualified.

vi. An unregistered partnership firm or society shall not be entitled to apply for the bids.

## 27. SIGNING OF BIDS

i. The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, the persons who are competent to bind the Society as per Rules & Regulations and by laws of a Society and by the person who by his signature can bind the company in the case of a limited company.

ii. If the person so signing the bids fails to produce necessary document any proof of his Authority as indicated above, his Bid shall be summarily rejected without prejudice to any other rights of the Corporation under the law.

iii. The entire bid document and all its annexure and copies of the supporting documents shall be signed on each page by the authorized signatory before their submission.

iv. If the Bidder is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the **MARKFED-Odisha** till the satisfactory completion of the Contract.

v. Documents Comprising the Bid: The prescribed bid duly completed and signed by the authorized signatory consisting of the all attachments, Annexure & Appendices shall constitute the bid documents.

The attested copy of the registered partnership deed shall be furnished along with the Bid. In case of companies, the names of all the Directors shall be mentioned and a self-attested copy of the Resolution passed by the Company authorizing the person signing the Bid to do so on behalf of the company shall be attached to the Bid along with self-attested copy of the Memorandum and Articles of Association of the Company.

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

## 28. Contacting the Awarding organization(MARKFED) :

Subject to clause in clarification of bids, no bidder shall try to influence the Tender Committee / MARKFED on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.

Any effort by the bidder to influence the Committee members/ authority of MARKFED influencing in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## 29. Corrupt practices:

Any bribe, commission, or advantage offered or promised by or on behalf, of the Contractor to any tender committee member, officers or employees of the MARKFED shall (in addition to any criminal liability which the Contractor may incur) debar his tender from being considered. Canvassing, if any, form on the part or on behalf of the bidder shall also make his tender liable for rejection.

## 30. Award of Contract:

**Award Criteria**

Subject to the evaluation of financial bid, the contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the highest evaluated bid provided further the bidder has the capability and resources effectively to carry out the contact.

## 31. Right to accept / reject any or all Bids :

The Managing Director, MARKFED reserves the right to accept or reject any bid including the highest and to annual the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

## 32. Notification of Award :

32.1 Prior to expiry of the prescribed period of bid validity the Managing Director, MARKFED will notify the successful bidder by phonr or e-mail or letter confirming in writing that his bid has been successful.

32.2. The notification of award will constitute the formation of the contract.

32.3 Upon furnishing of Security Deposit(S.D) by the successful bidder in accordance with the provisions of Terms & Conditions of the DTCN. The Managing Director/Concerned Area Manager, MARKFED will notify the unsuccessful bidders that their bids have been unsuccessful.

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

## 33. Signing of Agreement:

Upon the receipt of the notification of award by the successful bidder (Contractor), the successful contractor shall deposit the Performance Security deposit within the scheduled period and fill up the Agreement in accordance with draft agreement . The successful contractor, shall get the same engrossed, signed and submit the same to the Managing Director, MARKFED at H.O, MARKFED at Bhubaneswar within a week from the date of receipt of notification of award. The copy of the Agreement shall be returned to the successful bidder duly executed by Managing Director, MARKFED.

## 34. COMMENCEMENT OF CONTRACT

This Contract shall come into effect from the effective date mentioned in the signing agreement and remain valid for the stipulated period mentioned therein.

## 35. EXPIRATION OF CONTRACT

Unless terminated earlier, this Contract shall expire on completion of the all contractual obligation by the contractor up to the satisfaction of MARKFED-Odisha till the end of stipulated period.

## 36. Annulment of the Award:

36.1 Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security 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.

36.2 The MARKFED reserves the right to **blacklist a bidder** for a suitable period in case he fails to honor his bid without sufficient grounds.

## 37. Settlement of disputes :

Both the Authority and the tenant agree that all disputes and differences arising out of or any matter touching the terms and conditions of this Agreement be settled mutually or 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 respect.

## 38. PAYMENTS

i. The rate of rental income fixed by MARKFED-Odisha will be reAgreementd on quarterly basis along with GST within the first week of the corresponding month.

ii. TDS, TCS and any other statutory tax, as applicable from time to time or enforce by the Government, shall be deducted at applicable rates from the bills of the Contractor.

Managing Direc...
The Orissa State Co-operat...
Marketing Federation Ltd
Bhubaneswar - 751006

iii. The Bidder shall be responsible for arranging for working capital requirements and no advance payment shall be made by **MARKFED-Odisha** at any stage.

iv. All payments to MARKFED by the Contractor shall be payable in Indian currency only by way of RTGS/ NEFT/ ECS/ DD.

## 39. SUBLETTING THE ASSIGNMENT

The Bidder shall not sublet, transfer or assign the contract or any part thereof.

## 40. LIABILITY OF PERSONNEL

The Contractor shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and payment of remuneration, deposit of contribution towards ESI & EPF etc. under various enactments. There shall not be any Master servant relationship between the contractor's personnel and **MARKFED-Odisha**.

The Contractor shall indemnify the **MARKFED-Odisha** against all claims what so ever arising out of his default in respect of the personnel engaged by him under any Statute/ Law in force. **MARKFED-Odisha** shall in no way be responsible for any liabilities arising out of the Contractor's contractual obligation with the Contractor's personnel but not restricted to statutory obligations towards EPFO, Income Tax department etc.

## 41. DAMAGES

The Contractor shall be liable to pay damages to **MARKFED-Odisha** for any losses, costs and expenses incurred by the corporation due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.

## 42. INDEMNITY

The Contractor shall be responsible for paying damages to the **MARKFED-Odisha** for any loss suffered by **MARKFED-Odisha** on account of negligence, incompetence, carelessness or any other cause on the part of Contractor, his employees, associates, implementing agencies etc. while undertaking any or all of works.

**MARKFED-Odisha** shall not be responsible for any claim or liability because of personal injury including death of any employee of Contractor and arising out of or in consequence of the performance of this agreement. The **MARKFED-Odisha** shall also not responsible for any loss, damage, theft, etc to property of any kind belonging to Contractor or its employees, servants or agents.

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

## 43. TERMINATION OF CONTRACT

Notwithstanding termination of this Agreement as aforesaid, all rights and obligations accrued during the currency of this Agreement shall continue to bind the Party till suchrights and obligations are completely discharged.

## 44. BUSINESS REVIEW

The Business performance review shall be done every Year.

## 45. COMPLIANCE WITH THE CODE OF INTEGRITY AND CONFLICT OF INTEREST

Any person participating in a bidding process shall:—

i. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
ii. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
iii. Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
iv. Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process.
v. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
vi. Not obstruct any investigation or audit of a procurement process.
vii. Disclose conflict of interest, if any and.
viii. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

## 46. Conflict of Interest:-

The Bidder participating in bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process of, including but not limited to:—

i. Have controlling partners/shareholders in common, or receive or have received any direct or indirect subsidy from any of them, or
ii. Have the same legal representative for purposes of the Bid, or
iii. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the tendering entity regarding the bidding process, or

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

iv. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved, orThe entity or any of its executive that participated as a consultant in the preparation of DPR.

**47. Termination for Insolvency:**

The M.D, MARKFED may at any time terminate the Contract (Agreement) by giving notice to the tenant, without compensation, if the party fails to comply the terms & conditions of Agreement/ becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MARKFED.

**48. Set Off :**

Any sum of money due from the contractor (including Security deposit refundable to the firm) under this contract may be appropriated by the MARKFED-Odisha and set off the same against any claim of the MARKFED for payment of rental dues or any sum of money arising out to this contract or under any other contract made by the contractor with the MARKFED.

**49. FORCE MAJEURE**

Neither the MARKFED nor the tenant shall be considered in default in performance of its / his obligations under this contract if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake, or because of any levy, order proclamation, regulation or ordinance of any Government or of any subdivision thereof or because of any act of God.

XXXXXXXXXXXXXXXXXXXXX

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

**Annexure-1**

## SPECIFICATIONS OF THE GODOWNS TO BE LET OUT

| Sl. No | Location of Godown | District | No. of Godowns with godown No. | Area in Sft. Of each godown | Condition of the Godown | Contact person with No. for inspection of the Godown |
|---|---|---|---|---|---|---|
| 1 | Baidaposi (Rairangpur) | Mayurbhanj | 2 (two) G.N: 03 &4 | 1500 | Old | A.M, Baripada 9937456021 |
| 2 | Betnoti | Mayurbhanj | I (One) G.N: 02 | 3000 | New | A.M, Baripada 9937456021 |
| 3 | Phulbani | Kondhamal | 1(One) G.No-2 | 3000 | New | A. M. Boudh ( 9777209960) |
| 4 | Boudh | Boudh | I (One) G.N: 02 | 6000 | Old | A.M, Boudh 9777209960 |
| 5 | Sundargarh | Sundargarh | I (One) G.N: 02 | 3000 | New | A. M.Sundargarh 9439656946 |
| 6 | Jagatpur | Cuttack | 2 (Two) G.N: 3&4 | 6000 | Old | A.M, Cuttack 93486-35939 |
| 7 | Nagenpali (Bargarh) | Bargarh | 3 (Three) G.No-1,5&6 | 6000 | New | A. M. Bargarh (8961420645) |
| 8 | Barpali (Bargarh) | Bargarh | 2(Two) G.No-02 &4 | 1500 | Old | A. M. Bargarh (8961420645) |
| 9 | Paralakhemundi | Paralakhemundi | I (One) G.N: 02 | 6000 | New | A.M, Ganjam 9938410407 |
| 10 | Jaganathpur | Ganjam | 2 (Two) G.N: 03&6 | 6000 | Old | A.M, Ganjam 9938410407 |
| 11 | Jaganathpur | Ganjam | 2 (Two) G.N: 04 &05 | 3000 | Old | A.M, Ganjam 9938410407 |
| 12 | Jaganathpur | Ganjam | 3 (Three) G.N: 7,8,&9 | 1500 | Old | A.M, Ganjam 9938410407 |
| 13 | Nowarangpur | Nowarangpur | 2 (two) G.No-03&4 | 3000 | New | A.M, Jeypore 9938384466 |
| 14 | Umerkote | Nowarangpur | 1 (One) G.No-3 | 3000 | Old | A.M, Jeypore 9938384466 |
| 15 | Jharsuguda | Jharsuguda | 1 (One) G.No-2 | 6000 | Old | A.M Jharsuguda (9437797003) |
| 16 | M.Rampur | Kalahandi | 1 (One) G.No-2 | 3000 | New | A.M Kalahandi (89175-56253) |
| 17 | Sindurpank | Sambalpur | 4 (four) G.No-1,2,3 &4 | 6000 | New | A.M Sambalpur (8018397268) |

**Total: 30 godowns ( Out of which, New-14 & old-16).**

N.B: This list is indicative; it may increase/ decrease during the course of time.

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

# Technical Bid

**(In the letter head of the Bidder)** **Format-1**

1. **Name of the Bidder:** _____
2. **Status(Proprietor//Partner/Director)** : _____.
3. **Details Earnest Money Deposit:** Rs. 3,00,000.00 vide M.R No./D.D No. _____ Date _____ drawn on Bank _____payable at_____.
4. **Details of cost of tender Paper**: Rs.2000.00 vide D.D No. _____ Date _____ drawn on Bank _____ payable at_____.
5. **Full Address of Registered Office**: _____

   _____

   Telephone No. _____

   FAX No. _____

   E-mail Address: _____
6. **Name, Address & Telephone No**. of Authorized officer / person

   _____

   _____
7. **Banker of the Bidder:** _____

**(Enclose Xerox copy of the valid pass book/ letter of the banker)**

7.1 Telephone Number of Banker: _____

8. **PAN/GIR No.**: _____

   (Attached attested Copy)
9. **GST Registration No.**:_____

   (Attached attested Copy of upto date valid copy of GST return)

**N.B : Bidder to ensure that all**

i. Pages of the Tender Call Notice, Terms & Conditions etc. have been numbered, signed and stamped by the authorized person.

ii. Original documents are to be produced by the bidder for verification on demand.

iii. Duly filled in authorization letter as per format have been submitted for attending the bid opening (Original proof of identification may be produced on demand).

**Place:**

**Date:** **Seal & Signature of the Bidder.**

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

## DECLARATION FOR TECHNICAL BID

1. I _____ Son/Daughter /Wife _____ of Sri _____ Proprietor/Director/Authorized Signatory of M/S _____ the bidder, mentioned above, am competent to sign this declaration and execute this tender documents.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief . I /we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**Signature of authorized person**

**Date:**

**Place:**

**Name:**

**Seal**

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

## Check list of documents to be provided with the Technical Bid

| SI No. | Document to be submitted with each Bid for a single godown. | Page No. |
|---|---|---|
| 1 | Duly signed Tender Call Notice, terms & conditions as downloaded from the designated web-site. | |
| 2 | EMD of Rs. 3.00 lakhs (Rupees three lakhs) only in the form of D.D. from a Nationalized Bank. | |
| 3 | Cost of Tender Paper Rs.2,000.00 in shape of demand draft. | |
| 4 | Letter of Authorization for attending Bid opening. | |
| 5 | Agency Details/ Tel No. M (No.) Addressing of the Bidder for corresponding. | |
| 6 | Copy of partnership deed/ proprietorship deed or articles/ Memorandum of Association. | |
| 7 | Copy of the GSTN Certificate obtained from the Govt. of Odisha. | |
| 8 | Copy of PAN allotted to him by IT Department. | |
| 9 | Certification of declaration regarding near relatives/ Family Members/ Committee Members in the Federation. | |
| 10 | Certificate of declaration regarding black listing. | |

*N.B:-One set of tender document to be submitted for all godowns as at Annexure-A for bidding.*

**Seal & Signature of the bidder.**

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

**Format-2**

## FINANCIAL BID

**( In the letter head of the bidder)**

**Sub: Managing and Operating of MARKFED-Odisha , godowns under Public Private Participation (PPP) Mode.**

| No. of Godowns | Total Area in Sqft. | Rate quoted per Sft ( both in amount & figure) | Amount in Rupees. | GST @ 18% | Total amount of rent quoted + GST |
|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | 6=( 4+5 ) |
| **30** | **1,21,500 Sft.** | | | | |

**N.B: The bidder is supposed to have gone through and examined all the clauses of the Terms & Conditions of bid document, specifications and with full understanding of its implications, visited the godowns, discussed with the concerned contact person or his representative and with full knowledge of the condition of the godowns and on full satisfaction, has filled up the financial bid.**

**Place:**

**Date:**

**Seal & Signature of the Bidder.**

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

***Annexure-2***

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING (In party letter head)**

Tender No._____ Dated:_____

**Pass port size Photograph to be pasted**

To

The Managing Director
MARKFED-Odisha,
Bhubaneswar.

**Sub:- Authorization for attending bid opening on _____(date.**

Dear Sir,

The following person is hereby authorized to attend the bid opening for the Bid mentioned above on behalf of ..... (Bidder) is given below.

Name & specimen signature of Officer authorized person to sign the bid documents on behalf of the bidder.

**(Specimen Signature of the Authorized person)**

**Name & Seal:**

**(Signature & Seal of the Bidder / Director/ Proprietor)**

**Note:-**

1 . Only one representative/ authorized person shall be allowed.

**Annexure-3**

**CERTIFICATE OF DECLARATION ( Regarding Blacklisting)**

**( Party letter Head)**

I _____Son/ Daughter of _____ / W/O_____ AT / P.O_____Dist:_____ here by confirm and declare that my/our firm/company M/S_____ is not **Blacklisted /delisted** or debarred or on Holiday list with any company of private /Public Ltd. / Government Company/Govt. Deptt. from participating in the tender.

In case at any stage, it is found that the information given by me is false / incorrect, MARKFED-Odisha shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Seal & Signature:
For and on behalf of the Bidder

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

**Annexure-4**

**(Certificate of Declaration of near relatives/ Family members/Partners/Directors)**

**AFFIDAVIT**

***(N.B: - To be prepared in Non-judicial stamp paper worthRs.10/-.)***

I Sri ---------- Aged about ----------years, Son / daughter / wife of Sri -----------, Proprietor / partner /Director of M/s---------- do hereby solemnly affirm and declare as follows.

I am aware of the fact that the term 'family' shall mean husband / wife, unmarried sons / daughters, married son leaving in the same mess ( including adopted children) and dependant parents. No person, under this tender process, if s/he or any her / his family members has a commercial interest in a business relating to activities of MARKFED for a source and / or recipient district for which I intend to apply under this tender.

I am also aware that commercial interest shall include a business, partnership or company for which I intend to apply under this tender.

I declare that I / any family member / partner(s) along-with his / her / their family members / Director(s) along with his / her / their family members have no commercial interest with any activities of MARKFED in any district for which I intend to apply under this tender.

If the above declaration is found false / not true during scrutiny of the tender or the currency of the contract, I shall be held liable for punishment for such breach of contract and my agreement shall also be liable for termination. Apart from above, my EMD and Performance Security Deposit shall also be forfeited.

**Identified by me.**
**Deponents**
**Advocate.**

The above deponent being present before me & duly identified by Sri ---------- Advocate, states on oath that the facts stated above are true to the best of his / her knowledge .

**Signature of deponent.**

***Managing Director***
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

# GENERAL TERM AND CONDITIONS FOR OPERATION & MANAGEMENT OF GODOWNS ON PPP MODE.

1. The Agreement shall be for a period of 15 years (180 months) + further extendable up-to 10 Years. Extension of time period on such terms and conditions as would be mutually agreed upon subject to satisfactory performance during previous agreement period. The extension of tenancy is entirely at the discretion of the Managing Director, Markfed. However, on completion of each year, the rent will be enhanced by @3% & new rent will be fixed accordingly.
2. That, either party, if interested, for vacation of the godowns, shall issue written notice of 60 (Sixty) days to other party during the currency of Agreement. Further, if the licensee does not vacate the godowns on expiry of 60 days notice, a fine of Rs.10,000/- per day for a period of 15 days & thereafter Rs.20,000/- , for next 20 days & beyond that penalty will be calculated @ Rs.30,000 per day + interest at bankers rate will be imposed on the Licensee in addition to the normal rent as per agreement . However on violation of any of the terms and conditions of the Agreement/ Bid document in any manner, the Licensor has the liberty to terminate the Agreement at any point of time and the action will be initiated to the Contractor as per Terms & Conditions.
3. The rate of rent fixed by MARKFED-Odisha shall be paid on quarterly basis along with GST within the first week of the corresponding month.
4. TDS, TCS and any other statutory tax, as applicable from time to time or enforced by the Government, shall be deducted at applicable rates from the bills of the Contractor.
5. The Quarterly rent shall be payable by the Licensee on or before 7th day of the month by RTGS / D/D in the Bank account of MARKFED and intimation of the same to be submitted to the Licensor within schedule of failure period , in case to which the payment of amount shall relate alternatively, this payment will be realized through encashment of Post Dated Cheques for which the Licensee will have to furnish 12(Twelve) Post dated cheques in favour of Licensor (MARKFED-Odisha) per year, drawn on any Nationalized Bank Payable at Bhubaneswar on beginning of each Year (During the month of January) of Licensee during the Period of Agreement. In Case of failure to realize the monthly Agreement amount for any reason by the stipulated date, the Licensee shall pay penalty @ Rs.1000/- (Rupees One Thousand) only for each day of default in addition to the monthly Agreement amount. The Agreement rent will be increased @ 03% per year during the tenure of Agreement period. The Licensee will require to pay Six months Agreement rent alongwith GST in advance to the Licensor by way of interest free Cash Security Deposit apart from EMD, which will be refunded after the Licensee hands over the Godowns in proper condition.

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

6. The Licensee shall furnish a **Performance Security Guarantee** of Rs._____/- (Rupees _____) only from any Nationalized Bank in favor of MARKFED – Odisha , payable at Bhubaneswar towards Performance Bank Guarantee will be retained with the Licensor. The said Bank Guarantee shall be renewed & kept valid for the period of tenancy and for a further period of 3 (three) months beyond the Agreement period.
7. The EMD & Performance Security Guarantee shall be returned to the Licensee on completion of the Agreement period or on termination of the Agreement, provided the Licensee hands over the Godowns to the Licensor in good and running and tenantable condition and also after full recovery of dues of the Licensor , if any. In addition to above the Licensee will submit "No dues Certificate" from the concerned Govt. Authorities for the period of Agreement.
8. In the event of occurrence of any accidental injury/loss of life to the personnel deployed in the godowns, the compensation etc. shall be borne by the Licensee to the concerned personnel/their legal heirs in accordance with the law and in no way the Licensor shall be liable for the compensation.
9. The liveries like dress, shoes, gas mask as per provision in the Factories Act and Rule of the State Govt. shall be on the account of the Licensee. The Licensee shall provide First Aid and other medical facilities and the related expenses as per the rules.
10. The Contractor shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and payment of remuneration, deposit of contribution towards ESI & EPF etc. under various enactments. There shall not be any Master servant relationship between the contractor's personnel and **MARKFED-Odisha**. If, on account of default of theContractor, **MARKFED-Odisha** is compelled to make any payments/ contributions or discharge any responsibility/ liability of the Contractor, **MARKFED-Odisha** shall be entitled to recover and/ or set off such amounts/ expenses incurred from the Security Deposit of the Contractor under this agreement and also initiate appropriate legal proceedings.
11. The Contractor shall indemnify the **MARKFED-Odisha** against all claims what so ever arising out of his default in respect of the personnel engaged by him under any Statute/ Law in force. **MARKFED-Odisha** shall in no way be responsible for any liabilities arising out of the Contractor's contractual obligation with the Contractor's personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries, including but notrestricted to statutory obligations towards EPFO, Income Tax department etc.
12. That the Tenant shall not use the premises of the aforesaid Cold Store for any purpose other than that for which the Cold Store is taken on rent except with the prior written consent of the Land-Lord.
13. The Licensee shall pay the necessary Rents and Taxes to concerned quarter during the currency of the agreement period & proof of such deposits shall be submitted to

*Managing Director*
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

the Licensor on a regular basis. The licensee shall be the occupier of the godowns as per the Factories Act and the Licensor shall have no liability on that account.

14. The Licensee shall pay all the electrical energy charges and energy meter-duty to the concerned Authorities timely and shall submit to the Licensor at the end of each quarter along-with the copies of the receipts of such payments of charges/ duty. Failure to pay such charges/ duty timely and penalty imposed and loss / damages caused to the Licensor, if any, on this account, shall be the responsibility/ liability of the Licensee, who shall compensate the same to the Licensor without any dispute.

15. During the Agreement period, the Licensee shall take up all minor repair and maintenance electrical fittings and fixtures in the buildings etc. at his cost and expense. If any major repair maintenance is required, the Licensee shall intimate in writing to the Licensor indicating the details of works to be carried out and necessary permission shall be accorded accordingly.

16. During the Agreement period, the Licensee shall undertake insurance of the building, electrical installations/fixtures and including for electrical/mechanical break downs at their cost and expenses, and shall submit a copy of such Insurance Policy for reference of the Licensor. The Licensee shall prefer claims to the Insurance Companies accordingly. Similarly the Licensee shall insure the stocks and stores at their level and cost covering possible losses against any eventualities.

17. The Licensee shall submit regular reports and returns to the Labour and other Departments of the Government as per Rules.

18. The Licensee shall use the godowns scrupulously.

19. The Licensee shall arrange labourers /workmen for the purpose of loading/ unloading for all other required purpose at their cost.

20. The Licensor or their authorized representative / representatives will be at liberty to inspect the Godowns as and when necessary and the Licensee shall extend all cooperation for their inspection and shall provide them the required information.

21. The Licensee shall not sub-Agreement/sub-let/sell-out the godowns or any part thereof to any person/party/firm during the currency of Agreement period, except allowing others 'stock of commodities for storage on rental basis.

22. The Licensee shall obtain prior permission from the licensor for taking up any major alteration & modification to the existing building.

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

23. The Licensee shall not mortgage or transfer the property of the licensor in any commercial / financial institution or other bonfide sources for securing loan for without prior approval from the licensor.

24. On violation of any of the terms and conditions of this Agreement in any manner at any point of time, the Agreement shall be terminated by issuing a prior notice of 60 (Sixty) days by the Licensor to the Licensee and Bank Guarantee & security deposit of the Licensee shall be forfeited and the amount of damage/loss of the Licensor including arrear/balance electricity charges/ rent till end of the concerned year of Agreement shall be realized out of Performance Bank Guarantee & the EMD.

25. On termination of this Agreement or on completion of the Agreement period, the Licensee shall vacate the premises and shall handover the plant and machineries, land and building, electrical fittings and fixtures etc. to the Licensor within 30 days from the date of issue of notice/Completion of the Agreement Period. Failure to hand over the same to the Licensor, penalty shall be imposed on the Licensee .

26. The Licensee has to furnish of Copy of PAN card , up-to-date VAT clearance Certificate, proof of payment of up-to-date Service Tax (If Applicable) , Proof of Possession of Immovable Property & Creditworthy Certificates from the Nationalised Bank ( Applicable to Individuals) , Last Three Years Audited Financial Statement (Profit & Loss Account, Balance Sheet) applicable to Partnership Firms & Companies and Business Plan for Operating Godowns on a profitable line.

27. In case of any difficulty arises in implementing this Agreement Agreement , the Chief Executive/ Managing Director of the Licensor and Licensee shall decide the same jointly and their decision shall be final and binding on both the parties.

28. In case of any dispute and differences arising between the Licensor and Licensee with regard to the Agreement during the currency or thereafter the same shall be referred to the sole arbitrator of the Registrar of Cooperative Societies, Odisha, Bhubaneswar or his nominee whose decision shall be final and binding on both the parties.

XXXXXXXXXXXXXXXXXXXXX

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006