

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

Dist: - Khurda (Odisha), Pin-751006

Tel: 2310626,

E. Mail: odishamarkfed@gmail.com

Website- (<https://coop.odisha.gov.in>)

**INVITES REQUEST FOR PROPOSAL
(RFP)**

FOR

**OPERATION, MAINTENANCE AND MANAGEMENT
OF BHUBANESWAR COLD STORAGE OF CAPACITY
5000 MT on long term lease basis along-with
Terms & Conditions.**

(-- Pages)

Price: Rs.2,000.00 (Rupees two thousand) Only

**(To be downloaded from govt. of Odisha Bid document Website/ Cooperation
Department site)**

**MANAGING DIRECTOR
MARKFED-ODISHA
BHUBANESWAR**

MARKFED- ODISHA

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

NOTICE INVITING RFP (Request For Proposal)

Notice No- 1339/MKRF/18/2002-2019 Dated. 10.04.2023

Request For Proposals are invited from the eligible interested parties / firms for OPERATION, MAINTENANCE AND MANAGEMENT OF BHUBANESWAR COLD STORAGE OF CAPACITY 5000 MT on long term lease basis. **For details please visit Government of Odisha Tender website (www.odisha.gov.in) or Cooperation Department website(<https://coop.odisha.gov.in>).** Any revision, clarification, addendum, corrigendum, time extension etc. to the above mentioned in the notice will be hoisted on **Cooperation department** web-site only. No separate notification shall be issued in press.



Managing Director

MANAGING DIRECTOR
MARKFED-ODISHA
BHUBANESWAR

Time Schedule of various RFP related events

S. No.	Description	
1.	Date of issue of the Bid document	Soon after Publication in web-site
2.	Last Date & Time for bid Submission	
3.	Pre-Bid meeting	
4.	Technical bids opening Date & Time	
5.	Financial Bid opening	
6.	Total estimated revenue	
7.	Bid processing fee in shape of DD/ Banker's Cheque in the name of MARKFED-Odisha , payable at Bhubaneswar .	
8.	Bid document cost in shape of DD in the name of MARKFED-Odisha , payable at Bhubaneswar.	
9.	Earnest Money in shape of DD/ Bank Guarantee as per Bid document in the name of MARKFED-Odisha , payable at Bhubaneswar.	
10.	Last date and time for submission of Bid processing fee, Bid Security/ Earnest Money and Bid document cost at MARKFED-Odisha , Head Office, Bhubaneswar.	

MANAGING DIRECTOR
MARKFED

MANAGING DIRECTOR
MARKFED-ODISHA
BHUBANESWAR

Disclaimer

1. The information contained in this bid document to the bidders, in documentary form or otherwise by or on behalf of **MARKFED-Odisha** or any of their employees is provided on the terms and conditions set out in this bid document and such other terms and conditions subject to which such information is provided.
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 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. This NIT may not be appropriate for all persons, and it is not possible for **MARKFED-Odisha**, their employees to consider the work objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT may not be fully complete, accurate, adequate or correct and 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.

MANAGING DIRECTOR
MARKFED-ODISHA
BHUBANESWAR

DATA SHEET:-

The Managing Director, MARKFED invites sealed Bid documents from interested prospective Agencies / Organizations/ Firms for operation, maintenance and management of cold storage of capacity 5000 MT on long term lease Basis.

The bid document will be published in local daily news paper/ website.

a. Last Date and time for submission of Bid Document :25.5.23(2P.M)

1. Mode of submission of Bid documents :

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

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

3. Opening of Bid Document's-

a) **Technical Bid on:-** 25.05.2023 at 3.30 P.M

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

4. Cost of Bid documents (Non-refundable): Rs.2,000.00(Rupees Two thousand only) in shape of D.D .

5. Period of contract:-15 years(180months)+extended to further 10 Yrs.

6. EMD: Rs. 2.0 lakhs (Rupees Two lakhs only) in shape of D.D favouring Markfed-odisha payable at Bhubaneswar.

7. Bid validity period :- 90 days from the date of submission of bid.

8. Performance Bank Guarantee :- Rs.10 lakhs (Rupees Ten lakhs).

MANAGING DIRECTOR,
MARKFED-ODISHA
BHUBANESWAR

Signature of the Bidder

NOTED/RECEIVED
MARKFED-ODISHA
BHUBANESWAR

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 with full understanding and its implications, the receipt of which is hereby duly acknowledged, we the undersigned confirm to take up work for operation, maintenance and management of cold storage of capacity 5000 MT on LONG TERM LEASE Basis.

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 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 Performance Bank Guarantee 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.2.00 Lakhs & 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

In capacity of

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

MANAGING DIRECTOR
MARKFED-ODISHA
BHUBANESWAR

SECTION- I

1. GENERAL SCOPE OF WORK AND INSTRUCTION TO BIDDER:

1.1 SCOPE OF WORK :-

Odisha State Co-operative Marketing Federation Ltd.(MARKFED-Odisha), Old Station Road, Bhubaneswar-6 intends to give Cold store situated at Bhubaneswar (Patia) in the State of Odisha for OPERATION, MAINTENANCE AND MANAGEMENT OF BHUBANESWAR COLD STORAGE (having capacity of 5000 MT) on **LONG TERM LEASE** Basis. The Licensee shall use the Cold store for storing potato /fruits/vegetables & other possible ancillary activities viz establishment of integrated Pack houses, Cold Chambers, Ripening Chambers etc. and other allied goods to the extent of the installed capacity of 5000MT (2,500MT in Chamber-I, 2,200MT in Chamber-II and 300MT in Chamber-III) at any point of time and allied activities (other than inflammable/perishable/objectionable items) on "As-is-where-is" basis.

Interested Parties/Prospective Agencies/Organizations *may apply in sealed cover addressing to the Managing Director, MARKFED-Odisha, Bhubaneswar super-scribing " operation, maintenance and management of cold storage of capacity 5000 MT on long term lease basis " in their letter head indicating the name of Cold Store.* The successful Bidder has to make Security deposit before signing of the agreement. The offer should reach the undersigned on or before the scheduled date & time in sealed envelope. The undersigned reserves the right to accept or reject any or all offers without assigning any reason thereof.

1.2. Period of Contract:

Under normal circumstances the contract shall be valid for a period of 15 years (180 months) extendable to further 10 years from the date of expiry of the first term of the agreement. The tenancy period can be extended / renewed for a further period with mutual consent of both parties. The extension period would be decided by the Authority on request of the tenant, considering the honesty and loyalty in successful completion of the tenancy period as per terms and conditions of last agreement by the tenant. 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 minimum 3%.

1.3 Technical detail of Bhubaneswar Cold Store.

Area : Ac.1.000 (One Acre) at Patia near KITT College.

Storage capacity :-5000MT with 3 (three) separate storage chambers.

(Chamber-I : 2,500MT for potato or any other suitable commodities,

Chamber-II : 2,200MT for potato or any other suitable commodities,

Chamber-III : 300MT for fruits/vegetables or any other suitable commodities)

1.4 Pre-visit of cold storage:

The bidder is advised to visit the cold storage at Patia, near KIIT College, Bhubaneswar to check the available facilities before submitting the Bid. Submission of Bid would presuppose that the party has verified the Cold Storage and no complaint on the condition/installation/facilities in the Cold Storage will be entertained thereafter.

1.5 THE FEES PAYABLE

The bidder will submit the following fee, with the Bid documents, at **MARKFED-Odisha** , Head Office, Bhubaneswar.

- i. **Cost of Bid document** -- Rs 2,000 (Rupees two thousand)only in shape of D/D 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 paper within schedule date and time.
- ii. **Bid Security/ Earnest Money** of Rs 2.0 lakhs in shape of D.D 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 paper within schedule date and time.

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

iii) A bid received without EMD & cost of Bid document, shall be rejected and treated as **non responsive** at the bid opening stage and returned to the bidder.

iv) The submission of EMD is compulsory for all the bidders and no exemption will be granted for submission of EMD on any case.

v) EMD of lesser amount/ EMD not submitted in the manner prescribed will be rejected.

vi) The EMD of unsuccessful bidder will be discharged / returned to them within 30 days after finalization without any interest.

All the Hard copies(original) as required by **MARKFED-Odisha** , at any point of time during the Bid document processing & afterwards for reference be furnished.

1.6 Mode of payment of Rent:

The monthly payment of rent will be collected in advance in shape of PDC (Post dated cheques) to be submitted by the tenant during Agreement. The tenant has to deposit 12 (twelve) nos of PDC to the concerned Area manager of Land-Lord for collection of Rent on monthly Basis. However, the tenant (Contractor) may remit rent through RTGS in the Bank account of the MARKFED by 7th day of each & every month.

1.7. Pre-bidding Meeting

The pre bidding meeting will be held on **27.04.2023 at 3.00 PM** in the 2nd floor Conference Hall of Krushi Bhawan, Bhubaneswar. For this purpose, Bidders may contact the Secretary, MARKFED. Bidders may also confirm their participation in the pre-bid meeting by sending their queries in respect of the RFP document through the e-mail to **odishamarkfed@gmail.com** on or before the deadline as specified in the Bid Document. The reply of the queries as discussed in the pre-bid meeting will be sent through the mail-ID of the applicant bidders.

2. ELIGIBILITY CRITERIA

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

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S. No.	Eligibility Criteria	Documents required
1.	The Bidder shall have an experience not less than 3 years ending 31 st March 2022, in the field of operation of cold storage.	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 Public 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. 20.00 Crore.	Certificate from a Chartered Accountant certifying the turnover with its ICAI Registration Number & Seal
4.	The net worth of the bidder as on 31 st March 2022 should be positive.	
5	<p>The bidder should have registered number of</p> <p>i. Company should have a valid Odisha Registered GST Number (OGSTN).</p> <p>ii. The bidder shall have a valid PAN number as on last date of submission.</p> <p>iii. The Bidder should have a Physically Verifiable & Full-fledged Registered Business Office.</p>	<p>i. Copy of GST Registration certificate signed by Bidder's authorized signatory.</p> <p>ii. Copy of the PAN Registration certificate signed by Bidder's authorized signatory.</p> <p>iii. Detail of Business Office Address, Phone No, Mail ID and necessary documents to prove its existence.</p>
6	<p>Bidder Should:-</p> <p>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;</p> <p>b) Not have a conflict of interest in the operation in question as specified in the bidding document.</p> <p>c) Comply with the code of integrity as specified in the bidding document.</p> <p>d) Furnish a self declaration certificate</p>	A self certificate letter as per self Declaration

<p>regarding not blacklisted / delisted or debarred or on holiday list with any company / Govt. Department for participating in the Bid document.</p> <p>e) Furnish a declaration regarding non participation of any near / close relative.</p>	
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3. INSTRUCTIONS TO BIDDERS:

- a. The bidder should furnish a Bid document complete in all respect.
- b. The bidders shall submit one set of Bid document paper (containing all documents, technical bid , financial bid, EMD & Cost of Bid document paper) for Cold Store.
- c. The bid shall be furnished in English language only.

4. Mode of receipt of Bid document:

The bidders are requested to download the RFP from the website and to attach a D/D of Rs.2,000/- (Rupees two thousand) towards cost of Bid document paper & EMD of Rs.2.0 lakhs/- (Rupees two lakh)only drawn any Nationalized Bank in favour of Odisha State Cooperative Marketing Federation Ltd. payable at Bhubaneswar and submit the duly filled in Bid document papers within scheduled date & time.

The bidders shall download the Bid document from the Tender website of Government of Odisha (www.odisha.gov.in) / Cooperation Department website i.e. (<https://coop.odisha.gov.in>)

Bid documents should be submitted by Courier/Speed post or Registered Post Only. Bids submitted by any other mode will not be accepted & rejected summarily.

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.

6. Bid documents:

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

- Notice inviting Bid document (TCN), 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 alongwith check list.
- Specimen agreement
- Certificate of declaration regarding blacklisting or otherwise.
- Financial bid containing one rate of rent for each Cold store in a bid document.

6.1. 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.

6.2. Any clarification in the matter may be referred to Manager (Marketing) of the Head Office.

6.3. The prospective bidders shall keep their offers valid up to 60 days from the date of opening of Bid document or till finalization of Bid document process.

7. 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.

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

8. Rejection of incomplete & conditional bids:

The incomplete (*not complying the minimum eligibility conditions & bid documents prescribed at Cl. No-6*) conditional bids will be rejected. Quoting unrealistic rates will also be treated as dis-qualification and rejected.

8.1 Bidders shall furnish separate set of Bid document paper for each Cold Store. Bid inviting paper indicating only one rate of rent, along-with cost of Bid document & EMD will be accepted. Non-compliance to the above , will be treated as Non-responsive and rejected summarily.

8.2 Bid documents should be submitted by **Courier/Speed post or Registered Post Only.** Bids submitted by any other mode will not be accepted & rejected summarily.

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8.3. Bidders who have been blacklisted / debarred by any State/Central Government PSU, State / Central Government Agencies or State Government/Central Government during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier will be treated as ineligible/ non-responsive and hence rejected.

8.4. If the proprietor / any of the partners of the bidder firm/any of the Director of the bidder company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such bid will be ineligible/ non-responsive.

8.5. If the bidder fails to furnish proof of documents towards cost of Bid document paper & EMD with the bid document, the bid shall be treated as non-responsive & hence rejected.

8.6. MARKFED reserves the right to reject any bid whose legal heir(s)/partners have legal dispute with MARKFED.

9. Non-transferability:

The Bid document is non-transferable.

10. 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 form 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 Bid document shall be summarily rejected.

11. 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 Bid document process. A bid valid for a shorter period shall be rejected by the owner as non responsive.

12. Signing of the Bids:

12.1 All the pages of the bid document should be signed by the bidders.

13. Submission of Bid :

Sealing, Marking & Submission

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

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

13.3 Envelope No.1 shall contain (Technical-Bid) alongwith;

- a. The Technical bid alongwith cost of Bid document paper & EMD as indicated in clause of "EMD & Security Deposit head".
- b. All the information and documents as per clauses under bid documents head mentioned in this DTCN.
- c. A covering letter accompanying the bid duly addressed to the Managing Director, MARKFED.
- d. **Envelope No.1 shall be submitted** super-scribing the location of the Cold Store.

13.4. Envelope No.2 shall contain (Financial Bid):

- a) The rate of rent duly filled in and signed and stamped.
- b) No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the Bid document shall be summarily rejected.

The above two envelopes shall bear the Name of the Cold Store, capacity and district along with Bid document number, due date and time and shall be sealed **in a third envelope addressed to the Managing Director, MARKFED.**

13.5. If the date on which the Bid document is opened for acceptance is declared to be a holiday, the Bid documents shall be deemed to remain open for acceptance till the next working day.

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

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

14. Deadline for submission of bids

14.1 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.

14.2 Managing Director may at his discretion extend deadline for submission of bids through issuance of a corrigendum for the reasons mentioned therein in that 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.

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

15. Process to be confidential :

15.1. After the public opening of bid, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

15.2. Any effort by the bidders to influence the Staff / Officers / Board of Directors of MARKFED-Odisha in the process of the examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidders bid.

16. Evaluation and Comparison of Bids :

16.1 The determination of the bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

16.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom usage or instructions to the contrary.

16.3. 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.

16.4. 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.

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

16.6 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.

16.7 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.

16.8 Quoting of same rates by more than one bidder 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**.

17. Contacting the Awarding organization(MARKFED) :

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.

18. Corrupt practices:

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

19. Award of Contract 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 contract.

20. 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 annul 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.

21. Notification of Award :

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

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

21.3 Upon furnishing of Performance Bank guarantee by the successful bidder in accordance with the provisions of Terms & Conditions of the RFP. The Managing Director MARKFED will return the EMD of the unsuccessful bidders.

22. Signing of Agreement:

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall deposit the Security deposit within the scheduled period and fill up the Agreement in accordance with draft agreement . The successful bidder, shall get the same engrossed, signed and submit the same to the Managing Director, MARKFED at H.O, MARKFED at Bhubaneswar or submit through the Area Manager concerned 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.

23. Annulment of the Award:

23.1 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(Owner) may make the award to any other bidder at the discretion of the owner or call for new bids.

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

24 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.

25. Set Off :

Any sum of money due from the tenant (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 sum of money arising out of this contract or under any other contract made by the tenant with the MARKFED.

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26. 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.

27. 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.

XXXXXXXXXXXXXXXXXXXXXX

MANAGING DIRECTOR
MARKFED-ODISHA
BHUBANESWAR

MANAGING DIRECTOR
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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. 2.00 (two) lakhs vide M.R No./D.D No. _____ Date _____ drawn on Bank _____ payable at _____.
4. Details of cost of Bid document Paper: Rs.2,000.00 vide D.D No. _____ Date _____ drawn on Bank _____ payable at _____.
5. Full Address of Registered Office: _____

 TelNo. _____ FAXNo. _____
 E-mail _____
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 Bid document 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 Indentify may be produced on demand).

Place:

Date:

Seal & Signature of the Bidder.

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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 Bid
 document documents.
2. I have carefully read and understood all the terms and conditions
 of the Bid document 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 Bid document at any stage besides liabilities
 towards prosecution under appropriate law.

Signature of authorized person

Date:

Place:

Name & Seal

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 BHUBANESWAR

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Check list of documents to be provided with the Technical Bid

SI No.	Document to be submitted with each Bid for a single Cold Store.	Page No.
1	Duly signed Notice inviting Bid document, terms & conditions as downloaded from the designated web-site.	
2	EMD of Rs. 2.00 (Rupees Two Lakhs) only in the form of D.D. from a Nationalized Bank.	
3	Cost of Bid document 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 relating/ Family Members/ Committee Members in the Federation.	
10	Certificate of declaration regarding black listing.	

Seal & Signature of the bidder.

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MARKETING

Format-2**FINANCIAL BID****(In the letter head of the bidder)**

Name of the Cold store	Location of Cold Store	Capacity	Rate quoted (both in amount & figure)	GST @ 18%	Total amount of rent quoted + GST
(1)	(2)	(3)	(4)	(5)	(6)
Multi Commodity Cold Store, Bhubaneswar	Near KIIT College, Patia	5000 MT			

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 Cold Store and with full knowledge of the condition of the Cold Store and on full satisfaction, has filled up the Financial Bid.

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

MANAGING DIRECTOR
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Annexure-1**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Bid document 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 on the date mentioned above on behalf of (Bidder) is given below.

Name & specimen signature of the Officer authorized 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 shall be allowed.

Annexure-2**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 Bid document.

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
Name : _____

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Terms & Conditions for Agreement:

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. However, on completion of each year, the rent will be renewed with enhancement of rent @3%.
2. That, either party, if interested, for vacation of the Cold Storage unit, shall issue written notice of 60 (Sixty) days to other party during the currency of Agreement. Further, if the licensee does not vacate the Cold Storage on expiry of 60 days, 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 . The vacation of the Lease will be permitted to the Licensee only on completion of a full year of Lease Period. However on violation of any of the terms and conditions of the Lease Deed in any manner the Licensor has the liberty to terminate the Lease Deed at any point of time and the action will be initiated by the Licensor as per Terms & Conditions.
3. The monthly lease rent shall be payable by the Licensee in each month 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 period, in case of failure to which the payment of lease 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 Lease. In Case of failure to realize the monthly lease 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 lease amount. The lease rent will be increased @ 03% per

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year during the tenure of lease period. The Licensee will require to pay Six months lease 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 Cold Storage in proper condition.

4. The Licensee shall furnish a **Performance Bank Guarantee** of Rs.10,00,000/- (Rupees Ten lakhs) only from any Nationalized Bank in favor of Markfed – Odisha , payable at Bhubaneswar towards Performance Bank Guarantee which 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 lease period.
5. The EMD & Performance Bank Guarantee shall be released to the Licensee on completion of the lease period or on termination of the Lease, provided the Licensee handed over the Cold Storage to the Licensor in good, running and tenatable 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 Lease.
6. In the event of occurrence of any accidental injury/loss of life to the personnel deployed in the cold storage, 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.
7. 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.
8. 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

the Contractor, **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.

9. 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 not restricted to statutory obligations towards EPFO, Income Tax department etc.

10. 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. In case, the Tenant uses the Cold Store for the purposes other than that for which it was let-out, the tenancy shall be deemed to have terminated and the Land-Lord shall be entitled to recover/take back possession thereof forthwith.

11. The Licensee shall apply for transfer of Factory License in their favor on deposit of statutory fees after obtaining necessary clearance from the Licensor for the period of lease and surrender the valid Factory License to the lesser on the day of expiry/end of the lease period. Any deviation for obtaining licenses/ renewal of licenses etc and penalty, if any, shall be the sole responsibility and liability of the Licensee. The Licensee shall pay the necessary Rents and Taxes to different quarters during the currency of the lease period & proof of such deposits shall be submitted to the Licensor on a regular basis. The licensee shall be the occupier of the Cold Storage as per the Factories Act and the Licensor shall have no liability on that account.

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12. The Licensee shall pay all the electrical energy charges and energy meter-duty of the D.G. set to the concerned Authorities timely and shall submit to the Licensor at the end of each calendar month 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.
13. During the lease period, the Licensee shall take up all repair and maintenance including purchase of spare parts, consumables of the plant and machineries, electrical fittings and fixtures in the buildings etc. at Licensee's cost and expense. For any breakdown of plant and machinery etc. for any reason whatsoever, the Licensor shall not be responsible and liable and the Licensee will not be entitled for any compensation from the Licensor. If any major machinery is required for repairing/ overhauling outside the premises, 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.
14. During the lease period, the Licensee shall undertake insurance of the plant and machineries, electrical installations/fixtures and buildings with storage racks, 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 before starting operation. 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.
15. The Licensee shall submit regular reports and returns to the Labour and other Departments of the Government as per Rules and shall also submit the stock accounts to the Licensor in each fortnight as per the format to be supplied to them by the Licensor.
16. The Licensee shall arrange logistics/ labourers/workmen for the purpose of transporting/loading/ unloading/ drying/ sorting/bagging of

potatoes/fruits/vegetables and all other required purpose at their cost and expenses.

17. The Licensor or their authorized representative / representatives will be at liberty to inspect the Cold Storage as and when necessary and the Licensee shall extend all cooperation for their inspection and shall provide them the required information.
18. The Licensee shall not sub-lease/sub-let/sell-out the cold storage or any part thereof to any person/party/firm during the currency of lease period, except allowing others 'stock of commodities for storage on rental basis.
19. The Licensee shall obtain prior permission from the licensor for taking up any major alteration & modification to the existing building, Plant and machineries.
20. The Licensee shall not mortgage or transfer the property of the licensor in any commercial / financial institution or other bonafide sources for securing loan for purchase of plant machineries & raw material without prior approval from the licensor.
21. On violation of any of the terms and conditions of this Lease Deed in any manner at any point of time, the Lease Deed 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 not be released and the amount of damage/loss of the Licensor including arrear/balance electricity charges till end of the concerned year of lease shall be realized out of Bank Guarantee & the Security Deposit.
22. On termination of this Lease Deed or on completion of the lease 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 Lease Period . Failure to hand over the same to the Licensor, penalty shall be imposed on the Licensee @ Rs.5,000/- (Rupees Five thousand) only apart from realization of the lease rent and other dues if any.

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23. 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 Cold Storage on a profitable line.
24. In case of any difficulty arises in implementing this Lease 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.
25. In case of any dispute and differences arising between the Licensor and Licensee with regard to the lease 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.

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