

**MARKFED-ODISHA,  
AREA OFFICE CUTTACK**

**SEALED TENDER CALL NOTICE.**

Area Office, MARKFED, Cuttack invites Sealed Tender CALL Notice in Two Bid system from adhoc Rake Clearing & Transport Contractor in Odisha Cuttack Rake point for clearing of 50 Kg/45 Kg. weight fertilizer in HDPE bags received from Rail Rakes at Cuttack Railhead. Reputed and Financially Sound Contractor with minimum 5(five) year experience in Fertiliser Rake Clearing are required to submit Tender. The details Terms & Conditions along with Tender Paper may be obtained from MARKFED, Cuttack to submit the tender on or before dtd- 10.03.2019 upto 11 A.M. in the Area Office, MARKFED, Cuttack.

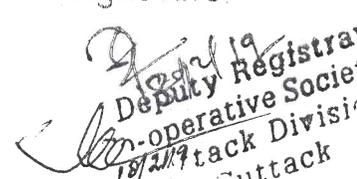
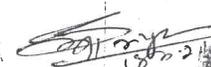
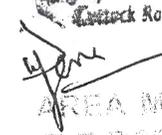
The sealed tender will be opened on 10.03.2019 at 3 P.M. in the office of the Area Manager, MARKFED, Area Office Cuttack.

N.B. The Selection Committee for Selection of Transport Contractor reserves the right to cancel/reject the Tender at any time without assigning any reason thereof.

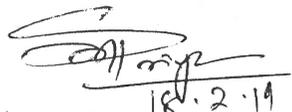
By order of the Committee

  
Area Manager,  
MARKFED Cuttack

**PROCEEDING OF THE MEETING OF THE SELECTION COMMITTEE FOR SELECTION OF  
RAKE CLEARING & TRANSPORT CONTRACTOR HELD ON DT.18.02.2019 AT 3.00 P.M IN  
THE OFFICE OF THE DRCS CUTTACK DIVISION CUTTACK**

Sl.No	Member Present	Designation	Signature
1	Saroj Kanta Jena	DRCS, Cuttack	 Deputy Registrar Co-operative Societies Cuttack Division Cuttack
2	Pares Chandra Sahu	DDA, Cuttack	
3	Supriya Swain	ARCS, Cuttack	 Deputy Director of Agriculture Cuttack Range, Cuttack
4	Susanta Kumar Jena	Area Manager, Cuttack	 AREA MANAGER OSCMF LTD.

The meeting commenced under the chairmanship of Deputy Registrar, Cooperative Societies Cuttack division, Cuttack. At the outset the Deputy Registrar, Coop. Societies Cuttack welcomed all the participants. The chair persons initiating the course of discussion stated that the main object for convening the meeting was to select transport contractor for clearing of fertilizer stock in HDPE bags from rail rake at Cuttack rake head in accordance with letter No.12523 dt.28.06.2018 (O) Bhubaneswar. The Area Manager MARKFED, Cuttack was requested to place the letter of RCS (O) before the house of discussion. Accordingly the Area Manager placed the letter before the house. After a threadbare discussion over the contents of the letter it has been unanimously decided to select transport contractor by way of inviting sealed tender from the intending party / parties. The tender is to be published in the odia daily leading newspaper / in the Cuttack district portal through NIC Cuttack for transparency and authorized the Area Manager to cause of publication of the notice. The draft tender along with the details terms & conditions of agreement prepared by the Area Manager, MARKFED is hereby approved. The Meeting ended with a vote of thanks of the chair & the participants.

  
18.2.19  
Asst. Registrar of CS  
Cuttack

  
18/2/19  
Deputy Director of Agriculture  
Cuttack Range, Cuttack  
Cuttack

  
Area Manager MARKFED, Cuttack  
AREA MANAGER  
OSCMF LTD.  
CUTTACK

  
18/2/19  
Deputy Registrar CS  
Co-operative Societies  
Cuttack Division  
Cuttack

## **GUIDELINE/INSTRUCTION FOR FINALIZATION OF TENDER(UP TO FINANCIAL BID).**

### **Level-II Clearing & Transport Contractor.**

These guideline/instruction will be followed meticulously by the Selection Committee for selection of Rake Clearing & Transport contract from the time of receipt of tender to finalization of the tender.

The tender is to be submitted in two separates envelopes. One **Technical Bid** superscripted with "Tender for Clearing Transport contract' Technical Bid" at Cuttack Rake point. It should contain the EMD and other documents. The 2nd. envelop for **Financial Bid** should be superscribed with "Tender for Clearing & Transporting' Financial Bid" at Cuttack Rake point and this would contain the competitive rates quoted by the tenderer for the Transportation and ancillary services. All these envelopes with above inscription should invariably bear the name, address & contact No.----- of the tenderer.

#### **2.0. CLOSING /OPENING DATE & TIME OF TENDER.**

- 2.1 The closing/opening date of the tender is given in separate statement. Tender should be received before the closing date and time as indicated in that statement.
- 2.2 All tenders received on or before the closing date, shall be publicly opened on the tender opening date, time and venue given above in the presence of all the tenderers who wish to participate or his authorized representative. Each Tenderer is expected not to represent in more than two persons.
- 2.3 Tenders received after the closing date and time or without EMD will not be considered.

#### **3.0 SUBMISSION OF TENDERS.**

- 3.1 Before submitting his bid, the tenderer shall visit the Cuttack rake point and satisfy himself about the condition and facilities. He should also get himself acquainted with the transportation work and clearing of rake points before submission of the tender. He should be aware for any compensation arising out of demurrage, wharfage etc.
- 3.2 All tenders should either be submitted through registered post / courier or handed over in the office of Area Manager, MARKFED Cuttack in the sealed covering sheet, so as to reach before closing date & time.
- 3.3 No oral, telephonic tenders shall be considered.
- 3.4 The tender should contain the following information/document.
  - a) All the tender documents/annexure should be signed on all the pages in token of acceptance of the tender condition.
  - b) Earnest Money Deposit in the form of a Crossed Demand Draft for Rs.10,000/- (Rupees. ten thousand) only in favour of MARKFED-ODISHA, payable at "Bhubaneswar".
- 4.0: All amounts quoted in the financial bid should be indicated by the tenderer both in word and in figure. In the event of difference in the amounts mentioned in figures and words, the amount quoted in words should prevail.
- 4.1: Tenderers should thoroughly scrutinize the terms and condition of contract of the tender and the annexure here to since no amendments to the tender would be permissible after the opening of the tenders.

**Signature & seal of the Tenderer**

**VALIDITY OF TENDERS**

- 5.0: The tenders should be valid for acceptance till the finalization of contract by Selection Committee.
- 5.1: No tenderer can withdraw his/her tender or revoke the same within the validity period.
- 5.2: No interest charges shall be payable on the Earnest Money Deposit /Security Deposit.
- 5.3 EMD will be refunded to the unsuccessful Tenderer only after finalization of contract.
- 6.0 AWARD & DIVISION OF WORK**
- 6.1 For the purpose of arriving at the lowest rates and awarding the contract, the selection committee may negotiate with the L-1(Lowest) or any other bidder, if situation so warrants.
- 6.2 Generally the selection committee will award the work to the lowest bidder i.e. L-1(Lowest) Party.
- 7.0 SYSTEM FOR EVALUATION OF BIDDER**
- Tender will be received in Two bids, one Technical Bid & other in Financial Bid. The Financial Bid of the successful tenderer in the Technical Bid will be opened for evaluation.
- 7.1 **The transportation rates are invited in slab wise. For the first slab i.e. 10-30 KM, transpiration rate is to be quoted per MT and for the other slab it is to be per MT per KM.**
- 7.2 SCHEDULE OF SLAB-WISE RATES QUOTED:-**
- Composite Transportation rates (including Ancillary Services)
- i. Local movement :- Up to 30 KM.
  - ii. Distance Slab Rate (Rs./Paisa per MT per KM)
    - 31 to 150 KMs
    - 51 to 100 KMs
    - 101 to 150 KMs
    - 151 to 200 KMs
    - 201 KMs & above
- 7.3 The weight average rate of clearing and transportation (Both) shall be considered for evaluating L-1(Lowest) parties.
- 7.4 Transportation rates shall be quoted in each slab even if there is no estimated movements plan.
- 7.5 The bids in which the prescribed format for quoting rates has not been followed may be rejected.
- 8.0 SCOPE OF WORK**
- 8.1 To take delivery of the material as per Railway Receipt (RR) and transportation of the bagged fertilizer by truck to be arranged by the contractor from rake point/rake point warehouse and delivery at PACS/LAMPCS and MARKFED godowns in the following district of Odisha.  
Name of the district to cover:-  
i) Cuttack ii) Kendrapada iii) Jagatsinghpur iv) Jajpur v) Denkanal vi) Puri vii) Khurda viii) Nayagarh
- 8.2 The contractor shall be responsible from the time of the materials is taken from the Railways till it reaches the final destination viz. Depot/Buffer godowns of MARKFED/PACS/LAMPCS in above Districts shown at clause (8.1).
- 9.0: COMPENSTATION FOR SUBMISSION OF TENDER**
- The tenderer shall not be entitled to claim any cost, charges or incidentals, for, or in connection with the preparation and submission of their tenders, even if selection Committee may withdraw the invitation to Tenders or reject all tenders.
- 10.0: ACCEPTANCE/REJECTION OF TENDERS**
- The Selection Committee reserve the right to accept or reject, at its sole dis-creation any tender in whole or in part, and/or to accept other than the lowest tender without assigning any reason thereof.

Signature & seal of the Tenderer

**11.0: CLARIFICATION**

For clarifications against this invitation to Tender, the Area Manager, MARKFED Cuttack is to be contacted.

**GENERAL TERMS AND CONDITIONS**

The agreement shall be deemed to have been commenced on and from the date of commencement of Contract.

**12.0: DURATION**

12.2: The agreement to be executed as per Draft Agreement appended in Tender Notice shall remain in full force one year from the date of commencement of contract.

12.3: MARKFED shall have the right in its sole discretion to extend the contact period for a further period of three months from the date of expiry of the agreement period. The contractor shall bound to continue the work and render services at the same rate and the same terms and conditions as contained in the agreement during such extended period.

12.4: Notwithstanding the provision under Clause No.12.2 MARKFED may extend the contract for a further period of one year beyond the original tenure on the same rates, terms & conditions with the mutual consent of both the parties i.e. MARKFED and the C & T Contractor.

**QUANTITY**

13.0: There is no assurance about any definite quantity of fertilizer which will be entrusted to the contractor.

Transportation of bagged fertilizer from Cuttack Rake point to Depot/Buffer/LAMPS/PACS of MARKFED within the nearby district of Cuttack as per clause No.8.1( (i) to (viii) ).

a) The contractor shall arrange for the trucks at any place immediately on receiving instructions from Development Officer, Manager Input of Head Office of MARKFED & Area Manager, MARKFED Cuttack

b) The contractor shall arrange for uninterrupted movement of fertilizer as per the instruction received from officer in clause above(a).

**14. General Condition for the above transportation jobs**

- a) Contractor shall be responsible in taking the delivery of the consignment as per Railway Rules, un-load the material and clear the material from the Railway premises with the free allowed time by the Railway, or for any demurrage, wharfage shall be borne by the contractor.
- b) In the event of break-down of the truck necessitating transshipment on the way, the contractor shall undertake such transshipment at his own cost and shall transport entire fertilizer loaded in the trucks from where transshipment is done to another truck/trucks.
- c) Whenever fertilizer is required to be transported on 100% weight by passing the trucks over the weighbridge, the contractor shall do accordingly.
- d) During the period the contract, the contractor will not stop the work at any stage under any circumstances whatsoever. The contractor will have to take all steps to prevent any loss and/or damage/theft/pilferage whatsoever to the fertilizer received by him on behalf of MARKFED during the period in which the fertilizer is in his charge.
- e) Contractor will be solely responsible to safeguard our material from rain by adequate covering of tarpaulins etc. after taking delivery from Railways.

**15. COMPLIANCE UNDR GST ACT:**

The Contractor should have registered under GST Act.:

Clause for output GST to be charged by Vendor and recovered from MARKFED for the purpose of this clause the following expressions shall have the following meaning.

- a) GST – means any tax imposed on the supply of goods or services under GST Law/Act.
- b) Cess - means any applicable cess, existing or and future application on the supply of Goods & Services.

**PAYMENT TERMS**

- 16.1: Rake wise bills for transportation work done shall be submitted by the contractor immediately on completion of the rake and the payment shall be realized within Fifteen days from the date of receipt of the bill alongwith all requisites by Head Office of MARKFED, Bhubaneswar. The contractor shall submit the bill, duly recommended by Area Manager, MARKFED alongwith acknowledged challans in original. In case where acknowledgement challans are not provided MARKFED shall withhold cost of materials at 1.5 times from the dues to the Contractor.
- 16.2: The contractor shall obtain shortage certificate/certified copy of remarks in railway Delivery Book alongwith page No.etc. if the quantity received is less than the R.R. quantity.
- 16.3: In case of the termination of the contact due to unsatisfactory performance, MARKFED reserves the right to get the incomplete jobs done at the risk and cost of the contractor and all such cost shall be recovered from the unpaid bills & security deposit of the contractor or from any other dues payable by MARKFED.
- 16.4: The following deduction will be made from the bill of the contractor
  - i) The transporter must deliver the material at destinations within three days including the date of unloading failing which a penalty of Rs.5/- per metric tonne per day of 24 hours or part thereof will be levied.
  - ii) Any other payment made by the PACS/LAMPS/Depot/Buffer on behalf of the contractor, any statutory deduction, if applicable under jurisdiction of any act, law etc like TDS under I T Act 1961 will be made from the gross amount of the bills of the contractor.

**ACCIDENT LIABILITY**

- 17.1: The transporter shall be liable for any damage/injury caused to MARKED's employee or other person or persons etc. of caused due to the negligence of the Contractor's employees.
- 17.2: MARKFED accepts no responsibilities for any injury to any person, whether contractor's employees or otherwise, caused due to carriage of fertilizer by the transporter.

**SECURITY DEPOSIT**

The security deposit for Rs.50,000.00 (Rupees fifty thousand) only to be paid by the successful tenderers within 7 days of the receipt of the order from MARKFED in shape of Demand Draft i.f.o. MARKFED;ODISHA payable at Bhubaneswar.

- 18.1 The above deposit shall be held as security for proper performance of the contract and shall bear no interest during the contact period including extension period.
- 18.2: The security deposit shall remain at the disposal of MARKFED as a security for the due and satisfactory execution of contract. MAKFED shall be at liberty to deduct and appropriate for such losses, damages, penalty and dues as may be payable by the contractor.

**DELAY/FAILURE**

- 19.1 The contractor should get acknowledgement from the Depot/Buffer/PACS/LAMPS Consignees as regards receipt of sound materials (i.g. Received No.of bags \_\_\_\_\_ Quantity (MTs)\_\_\_ in sound condition etc.
- 19.2 IN case of shortage/damages, prevailing MRP plus existing rate of subsidy for complex fertilizer/DAP etc and that for Urea will be recovered from the contractor @1.5 times of MRP.
- 19.3 The Contractor's labour should not use any hooks or sharp instrument while lifting the bags which may cause damage to the bags.

**20.0: GENERAL CLAUSE**

Items of work not covered in this tender will be mutually discussed. The decision of MAKFED will be final, conclusive and binding on the contractor.

**21.0 TERMINATION**

- 21.1 Contract will be automatically terminated on the completion of the period of Contract and extension if any. MARKFED reserve the right to terminate the contract by giving 30 days notice to the Contractor.
- 22.0 All disputes arising out or touching or concerning in any manner whatsoever this tender or the contract arising there from shall be referred for decision to a person nominated by the Managing Director of MARKFED who shall act as the sole Arbitrator and his decision shall be final and binding on all the parties subject to as aforesaid the provisions of the Arbitration Act 1940 shall apply in all proceedings under this Clause.

**13.0 JURISDICTION OF COURT**

All legal proceedings touching or concerning this tender and the contract arising there from shall be instituted only in the Court at Bhubaneswar Odisha.

**NOTE:**

1. Tenderers are to quote their Transportation rates for local movement as well as slab wise movement.
2. Transportation rate shall be quoted for each slab even if there is no estimated movement plan.
3. The bids in which the prescribed format for quoting rates has not been followed may be rejected.
4. Any over-writing or correction shall be initialed by the Tenderer.
5. All amounts should be indicated by the Tenderer both in word and in figures.

By order of the Committee

  
Area Manager  
MARKFED Cuttack

**Signature & seal of the Tenderer**

Area Office, MARKFED, Cuttack

1.	Date of collection of Tender Papers	--	Dtd. 10.03.19 at 11 A.M. from Area Office, MARKFED Cuttack
2.	Date & Time of submission of Tender	--	Date.10.03.19 at 11 AM at Area Office, MARKFED Cuttack
3.	Date & Time of the opening of Technical Bid	--	Date.10.03.19 at 3 P.M. Area Office, MARKFED Cuttack
4.	Date & Time of the opening of Financial Bid	--	Date.10.03.19 at 3 P.M. at Area Office, MARKFED Cuttack

  
Area Manager,  
MARKFED Cuttack