

241
DETAILED TENDER DOCUMENT

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

Dist: - Khurda (Odisha), Pin-751006

Tel: 2310626, Fax: (0674) 2311149,

E. Mail: Odishamarkfed@yahoo.com, odishamarkfed@gmail.com

Web-site: www.markfedodisha.nic.in



**Tender Notice, Detail Tender Call Notice (DTCN) for Rake Clearing & Transport Contractor
in Odisha at different Rake points for clearing of 50 Kg/45 Kg. weight fertilizer in HDPE bags**

(1 to 33 Pages)

Cost of Tender document : Rs. 2,000.00 (Two thousand)Only.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
**The Orissa State Co-operative
Marketing Federation Ltd.**
Bhubaneswar

MARKFED- ODISHA

Office of the Area Manager _____
Contact No. (M) _____

Tender Notice No- _____/_____.

Dated:

TENDER CALL NOTICE

Sealed Tenders (Two Bids) are invited from reputed registered Rake Clearing & Transport Contractor in Odisha for clearing of 50 Kg/45 Kg. weight fertilizers in HDPE bags received from Rail Rakes at different railheads for a period of 24 (Twenty four months). For details please contact Area Manager, _____ **MARKFED – ODISHA.**

Area Manager

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)



Secretary
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar

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

TENDER DOCUMENT

The Chairman tender Selection Committee invites sealed Tenders from reputed registered Rake Clearing & Transport Contractor in Odisha for clearing of 50 Kg / 45 Kg fertilizer HDPE bags received from Rail Rakes at _____ railhead for a period of 24 (twenty four) months .

IMPORTANT INFORMATIONS:-

1. **Name of the work:-** Providing services of clearing and transportation of 50 Kg / 45 Kg fertilizer HDPE bags received from Rail Rakes at _____ railhead and supply to identified destinations of the district(s) i.e. _____, _____, _____ as per instruction of the concerned Area Manager or any other officer assigned by the authority.

(a) Availability of Tender Document up to 04.00 PM of _____ (Date)

(b) Last Date and time for submission of Sealed Tender Document on _____ (Date)
(upto 02.00PM)

(c) **Mode of submission of tender:-** Tenders addressed to the Chairman tender Selection Committee, should be submitted by Courier/ Speed Post or Registered Post Only. Tenders submitted by any other mode will not be accepted & rejected summarily. The Bid document should reach the Office within the scheduled period or otherwise it will be treated as non-responsive Bid and shall not be opened for consideration by the tender opening Committee.

If the date on which tender is scheduled to be opened falls on any holiday, next working day shall be treated as the date for opening of Tender Papers at same time, so also in case of receipt of tender papers.

2. Technical Bid to be opened on at 03.30 P.M.

Financial Bids of eligible Technical Bidders to be opened on: _____ at 3.00 .P.M.

Contract period : 24 months from the date of commencement of Agreement.

Cost of Bid document: - Rs.2,000.00 (Rupees two thousand only)

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)



1339

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of Contents	Page Number
1	Bid covering letter	5
2.	Scope of work and general instructions for bidders.	6
3.	Declaration by the bidder (Annexure-1)	22
3 (i)	Authorization letter (Annexure-2)	23
3(ii)	Check list of Documents to be provided with the Technical Bid in chronological order for arrangement of documents. (Annexure-3)	24-25
4	Application - Financial Bid (Annexure-4)	26-27
5	Undertaking relating to rates for transportation of material from Rail head to identified godown (s). (Annexure-5)	28
6	Certificate of Capability of bidder (Annexure-6)	29
6(i)	Certificate of experience of bidder (Annexure-7)	30
6(ii)	Certificate for non participation of near relatives (Annexure-8).	31
7.	Declaration by bidder regarding blacklisting (Annexure-9)	32
8	Terms and Conditions	33

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar

1328

BIDDER'S COVERING LETTER

To,

**The Chairman tender
Selection Committee,**

Ref: Tender no: ---/----- dated ---,---,20---

. Dear Sir,

Having gone through and examined the terms & conditions of bid document for 2025-26 & 2026-2027, specifications and with full understanding of its implications, the receipt of which is hereby duly acknowledged, we the undersigned confirm to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, ours is a -----company and if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall deposit the performance Guarantee (P.G) 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 may be accepted at any time before the expiry of that period.

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

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

Dated thisDay of(the month and year)

Signature of Authorized Signatory

In capacity of

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

The cost of bid document: Rs.2,000/-(Rupees two thousand) only vide crossed D.D./ M.R no..... datedDrawn on bank:& **EMD of Rs.1,50,000.00** (Rupees one lakh fifty thousand)only vide D.D No-----dated drawn on --.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar

1332

Scope of Work and General Instructions to Bidders

1. Service Requirement

MARKFED seeks the services of a reputed, registered, and financially sound clearing and transportation contractor for handling and transporting fertilizer bags (weighing 50 kg or 45 kg) received from rail rakes at designated railheads. The contractor will be responsible for delivering these bags to specified destinations, as directed by the concerned Area Manager or any other authorized official.

2. Contract Duration

The contract for providing trucks and manpower shall be valid for **twenty-four (24) months** from the date of execution of the agreement. The Managing Director, MARKFED-Odisha, may extend the contract for up to an additional **three (3) months** under the existing terms and conditions, based on the organization's requirements at that time.

However, MARKFED reserves the right to **curtail or terminate** the contract before its completion in the event of service deficiencies, substandard manpower deployment, or changes in MARKFED's requirements or policies. In such cases, a **30-day notice** specifying the reasons for termination will be provided to the contractor.

3. Operational Locations

3.1 The scope of work includes rake clearing and fertilizer transportation from specified railheads. The appointed contractor will be responsible for unloading and receiving materials as per the Railway Receipt (RR) and ensuring the transportation of bagged fertilizers by truck to PACS/LAMPCS, MARKFED godowns, or any other designated locations, as instructed by the Area Manager or an authorized representative. The number of operational points may be adjusted as per organizational requirements.

3.2 The contractor shall be accountable for the materials from the moment they are received from the Railways until they reach their final destination, including MARKFED godowns, PACS/LAMPCS, or other specified locations, as directed by the Area Manager.

4. General Role of the Contractor

4.1 Clearing & Transportation

The contractor shall be responsible for clearing fertilizer bags from rail rakes, stacking them on the platform, and subsequently loading them onto trucks for transportation to designated destinations.

4.2 Quantity Variability

The total quantity to be transported, as well as the quantity allocated to each destination, may vary depending on market conditions. The number of destinations may also change accordingly. No assurance is provided regarding adherence to the tentative movement plan enclosed.

4.3 Supply of Trucks

The contractor must provide a sufficient number of trucks daily, as required, for the clearing and transportation process within the stipulated timeframe. Failure to do so shall be the sole responsibility of the contractor. In case of emergencies, MARKFED reserves the right to engage an alternative transporter, and the associated costs will be recovered from the selected contractor's Security Deposit (SD) / Performance Security Deposit (PSD) as per the orders of the Managing Director, MARKFED.

4.4 Detention Charges

No detention charges for trucks, whether at rake points or godowns, shall be payable by MARKFED under any circumstances.

4.5 Clearing & Transportation from Railway Station

The contractor shall oversee the process from unloading wagons to loading trucks at the railway

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar

station. Any demurrage, wharfage, or related charges imposed by the railways shall be borne by the contractor.

4.5.1 Acknowledgment Submission

The contractor must submit an acknowledgment from the consignee within seven (07) days from the dispatch date to confirm delivery to the correct recipient. Failure to do so may result in a penalty of Rs 100/- per truck per week, up to the value of the material transported.

4.5.2 Communication with MARKFED

The contractor or their authorized representative shall maintain constant communication with MARKFED's Area Manager or designated representatives regarding the arrival of rakes/wagons at the rake point.

4.5.3 Seal Inspection

Before unloading, the contractor and MARKFED's representative must inspect wagon seals for tampering. Any irregularities shall be reported to the railway authorities.

4.5.4 Weather Precautions

In case of inclement weather, the contractor must provide adequate tarpaulins to prevent material damage.

4.5.5 Documentation & Dispatch Plan

The contractor shall prepare wagon-wise statements of received material and truck-wise transport details in the prescribed format provided by MARKFED.

4.5.6 Handling Procedures

Hooks must not be used during unloading, loading, or stacking. Any losses due to torn bags, shortages, or the need for re-bagging shall be charged to the contractor.

4.5.7 Collection of Sweepings

All sweepings from wagons and platforms must be collected and stored separately in the godown on a weight basis in the presence of a MARKFED representative.

4.5.8 Security & Safe Custody

The contractor shall ensure the safekeeping of the material until its clearance from railway premises. Any pilferage or theft shall be the contractor's responsibility.

4.5.9 Liability for Losses

The contractor is solely responsible for the safe custody of fertilizers at the platform until delivery. Any losses, damages, or shortages will be recovered at the Government of India's fixed price under the New Pricing Scheme (NPS) for Urea or at MRP plus subsidy for decontrolled fertilizers. Additionally, MARKFED reserves the right to initiate legal proceedings where necessary.

4.5.10 Legal Compliance

The contractor must comply with all relevant laws, regulations, and directives issued by local, state, and central authorities.

4.5.11 Statutory Compliance

The contractor is responsible for adhering to all applicable laws, rules, regulations, and by-laws as enforced by statutory bodies.

4.5.12 Vehicle Load Compliance

The quantity of fertilizer transported per truck shall comply with the regulations of the Motor Vehicle Act, as applicable.

5. Duties and Responsibilities of the Contractor

The contractor must maintain continuous and close coordination with MARKFED godown officials, Area Managers, and other relevant authorities regarding the lifting and transportation schedule. The contractor is responsible for ensuring the safe handling of stocks from loading to delivery at the designated locations.

5.1 Professional Conduct

The contractor is expected to act with diligence, professionalism, and prudence in executing their contractual responsibilities.

Signature of the Issuing Authority,

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation

7) days from the date of award in a penalty of Rs. 10000/-

Staffing & Conduct

The contractor shall engage competent and sufficient staff to ensure efficient fertilizer transportation and shall provide accurate updates on work progress. The contractor is responsible for the conduct of their employees and shall compensate MARKFED for any losses due to negligence, misconduct, or inefficiency.

The Area Manager, Godown In-charge, or other designated MARKFED officials may require the removal of any contractor employee deemed to be hindering operations. Their decision regarding losses or misconduct shall be final and binding. The Chairman of the Tender Selection Committee, MARKFED, shall have the final authority in dispute resolution.

6. Instructions to Bidders
Minimum Eligibility Criteria

Bidders must meet the following requirements:

1. General Eligibility

- o The bidder must be an Indian company, firm, or agency with sound financial standing.
- o The bidder should be actively engaged in providing manpower and vehicle services.
- o The bidder must have comprehensive knowledge of laws and regulations governing the clearing and transportation of fertilizers as per F.C.O norms, from railheads to various destination points.
- o The bidder should possess all requisite documents and permits required for the transportation process.

2. Experience Requirements

- o The bidder must have experience in transportation or clearing & transportation of fertilizers.
- o The bidder should have undertaken fertilizer transportation work with a cumulative turnover of at least **Rs. 2.00 crores** over the last three financial years (2022-23, 2023-24, and 2024-25) for any **State/Central Government PSU, State/Central Government, or State Government/Central Government agencies.**
- o The turnover for the specified period will be calculated and verified based on the checklist provided in the technical bid.
- o A **minimum of five (5) years of experience** in the field is required, which must be supported by an experience certificate issued in the format provided in **Annexure-7** by the concerned organizations.

3. Legal and Financial Compliance

- o The bidder must be **registered with GST authorities** and must submit an up-to-date GST registration certificate.
- o A valid **PAN/TIN/GIR** copy must be enclosed.
- o The bidder must provide a **bank account statement** for the month preceding the publication of the Tender Call Notice.
- o The bidder must submit financial turnover records (balance sheets) for the last three financial years.
- o The **Income Tax Returns (ITR)** for the organization for the last three years ((2022-23, 2023-24, and 2024-25) must be submitted.
- o A valid **ESI & EPF registration certificate** must be enclosed.
- o A valid **labor license or registration** under the Contract Labour (Regulation & Control) Act, 1970, must be enclosed.
- o Certified extracts of the bank account transactions for the last three years must be provided.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


 Secretary
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar

- o Experience certificates must be either in original or attested by a notary and clearly state the name of the company, period of experience, and the competence in rake clearing and transportation of fertilizers and other commodities.

4. Vehicle and Registration Requirements

- o The bidder must provide a list of trucks owned along with copies of RC books.
- o If registered with other companies, relevant registration details must be provided.
- o A certificate of declaration regarding **blacklisting status** (if applicable) must be submitted.
- o The bidder must possess a valid **Registration Certificate under "The Carriage by Road Act, 2007" and "The Carriage by Road Rules, 2011"**, issued by the **State Transport Authority (STA) or Regional Transport Authority (RTA)**.
- o The bidder must own a minimum of **two (2) heavy vehicles** capable of transporting fertilizers in quantities of **at least 10 metric tons (MT) per trip**. **Tipper trucks will not be considered for fertilizer transportation.**

5. Turnover Requirement

- o The bidder must have a **minimum annual turnover of Rs. 200.00 lakhs per annum** in the preceding three financial years. The turnover should be calculated based on **payments received from agencies.**

6. Bid Submission Requirements

- o The bid document must be duly signed on **each page** by the authorized signatory of the bidder as a token of acceptance.
- o The bidder must submit an **affidavit** in the prescribed format (**Annexure-8**) declaring that neither the bidder nor their family members, partners, or directors (along with their family members) have any commercial interests that could lead to a conflict of interest in this tender.

7. Additional Registration Requirements

- o The bidder must provide a **valid Registration Certificate** under the **Motor Transport Workers Act, 1961** at the time of executing the agreement.

Failure to comply with the above requirements may result in disqualification from the bidding process.

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.

Bidder should furnish separate set of tender document complete in all respect for each rake point operation or else the same is liable to be treated as non-responsive bid document.

9. Bid documents:-

Bid document includes: -

- Notice inviting tender, Scope of work, Instruction of bidders
- General terms and conditions
- Bid purchase cost & EMD.
- Letter or authorization for attending bid opening
- Agency details
- Technical & Financial Bid documents

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar

- 235
- Specimen agreement
 - Certificate of declaration regarding blacklisting and other documents as mentioned above.

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

Any clarification to the query raised by the bidder shall be responded by the Development Officer / Manager (Input)/ Area Manager concerned, MARKFED.

The prospective bidders should keep their offers valid up to 60 days from the date of tender opening.

10 Amendment to bid documents

At any time, prior to the date of submission of Bid, the Selection Committee/MARKFED 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.

11 Rejection of incomplete & conditional tenders:

The incomplete & conditional Bid / tender(s) will not be considered and summarily be rejected. Quoting unrealistic rates will be treated as disqualification.

No person shall be appointed as a Transport Contractor under this tender process, if s/he or any of her/ his family members has a commercial interest in a business relating to MARKFED-Odisha under any scheme of Govt. of India for any source and/or recipient district for which s/he intends to apply under this tender.

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

Any bidder who's Earnest Money Deposit (EMD) has been forfeited by any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be **ineligible (treated as non-responsive)**.

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.

While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the bidder disqualified.

MARKFED reserves the right not to consider any person/firm/company having any dispute or whose operation is found unsuccessful by the Federation during his previous assignment in order to protect its interest. Unsuccessful operation shall mean failure to transport and deliver any consignment or failure to discharge any assigned work by MARKFED.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Corporation
Marketing Federation Ltd
Bhubaneswar
ORISSA

17. Bid prices/ rate :

Bidder is to quote rate for operation covering all slab. Composite Wagon clearing charges should be quoted which shall include un-loading from the wagons, stacking on the platform, De-stacking, loading in the trucks and transportation to destination as per format enclosed in Financial Bid should be taken into account for quoting rate per unit.

Rates should be valid from the date of signing of the agreement. Rates / prices should remain fixed during the entire period of the contract and shall not be subject to variation on any account. However, in case of change in tariff by Govt. the benefit shall be passed on to the selected bidder for onward extension to the personnel as per rule, on approval of the M.D., MARKFED. No claim for compensation or loss due fluctuations or any other reasons / causes will be entertained so-motto.

The wages paid to labourers shall not be less than the minimum wages fixed / Notified by the Govt. Odisha.

A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.

18. The successful bidder will have to deposit a Performance Security Deposit (performance guarantee i.e. P.S.D) of Rs.5,00,000/- (Rupees Five Lakhs) only in shape of B.G (as per format prescribed & attached). In case, the contract is further extended beyond the initial period, the Performance Security Deposit will remain with MARKFED covering the period of extended contract period and further period of 3 (three) months beyond the extended contract period. The PSD deposited with MARKFED is interest free.

19. Bid Security / Earnest Money Deposit(EMD):

19.1 EMD of Rs. 1,50,000.00 (Rupees one lakh & fifty thousand) only in the form of demand draft from any Nationalized bank drawn in favour of MARKFED–Odisha payable at Bhubaneswar shall accompany with the bid. **The EMD is interest free.**

19.2 EMD shall remain valid for a period of 60 days beyond the final validity period of bid. A bid received without EMD shall be rejected as non responsive at the bid opening stage and returned to the bidder.

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

19.4 EMD of lesser amount/ EMD not submitted in the manner prescribed above will be rejected.

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

19.6 During the tenancy period, all recoverable dues of the contractor shall be collected (on intimation to the contractor) from his Security deposit and thereafter by exchanging the PSD (B.G). However, the contractor may be asked to make good the amount in the respective head of account from its corresponding bills. No further correspondence will be made for such adjustment.

20. The bid security may be forfeited:

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

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

i) Sign the contract.

ii) Furnish the performance guarantee (P.G) within the specified time

Signature of the Tenderer (Bidder)

Signature of the issuing Authority.

21 Period of validity of bids:

The bid shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the MARKFED as non-responsive.

22 Singing of the Bids:

All the pages of the bid document have been numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.

All entries in the bid form should be legible and filled clearly in English only. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.

The bid shall contain no interlineations & overwriting.

23 Submission of Bid :

Submission of the bid shall be deemed to have done after careful study and examination of tender document with full understanding of its implications.

24 Sealing, Marking & Submission - The bid shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelop of appropriate size each of which shall be sealed.

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

a The Technical bid alongwith bid document cost & bid security (EMD) as indicated in these instructions to bidders. The check list should be enclosed for proper verification.

b All the information and documents in the same serial order as given in this tender documents. A bid covering letter also should accompany the bid, in envelope No-1 duly addressed to the Chairman tender Selection Committee, MARKFED-Odisha.

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

The rates / prices of the item in the prescribed financial bid duly filled in and signed and stamped. The bidder must fill up quoted price **against each slab** in the space provided in the respective columns. **Financial Bids not quoted for all the items may be summarily rejected.**

25.3 Third envelope: The above two envelopes shall bear the name of the work along with tender number, due date and time and shall be sealed in a third envelope **and addressed to the Chairman Selection Committee for selection of HT contractor for _____(district).**

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 on the next working day. The time remains unchanged.

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

- All the envelope shall indicate the name and full postal address of the bidder to enable the bid to be returned unopened, if required.
- All entries in the tender form should be legible and filled clearly. If the space for Signature of the Tenderer (Bidder)

Signature of the issuing Authority.


Secretary
The Orissa State Co-operative
Marketing Federation Ltd.

furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in case of any discrepancy, the amounts stated in words shall prevail.

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

However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids followed by company seal on it.

26 Deadline for submission of bids

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

Chairman tender Selection Committee may at his discretion extend deadline for submission of bids through the issuance of a corrigendum for the reasons mentioned there in which case all rights and obligations of MARKFED and the bidder previously subject to the deadlines shall thereafter be subject to the new deadline as extended. In such case, a corrigendum will be issued in the daily newspaper.

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

27 Bid Opening and evaluation:

Bid opening:-

Envelop No.1- Containing the Technical bid alongwith 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 is not found as prescribed in the bid shall be summarily rejected.

The representatives are required to bring photo identity card issued by the firm/employer and also a copy of the authorization as given in the Annexure-2.

Envelop No.2 - Responsive bids containing duly filled in financial bid indicating the rates /prices as given in Financial Bid statement shall then be opened on scheduled date & time. The financial bids shall be opened of those bidders who qualify in Technical bid evaluation.

Both these envelopes should be kept inside the **third envelope** superscripted with tender No. --- And "**Tender papers for engagement of H & T Contractor**".

The committee shall examine/evaluate the bids to determine whether they fulfill the illegibility criteria, 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.

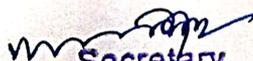
Only summery of prices quoted by the bidders will be read out.

28 Process to be confidential:

After the opening of bid information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary

The Orissa State Co-operative
Marketing Federation Ltd.

contract shall not be disclosed to bidders or other persons not officially concerned with such process.

Any effort by the bidders to influence the Staff / Officers / Board of Directors of MARKFED 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 bid.

29 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 unit prices. The request of clarification and the response shall be in writing 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 discovered during the evaluation of the bids in accordance with clause thereof.

30 Determinations of Eligibility & Responsiveness:

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

A bid which in relation to the estimates of the Evaluation Committee is unrealistically priced and which cannot be sustained satisfactorily by the bidder may be rejected as **non responsive.**

31 Evaluation and Comparison of Bids :

31.1 Only such bids will be determined to be substantially responsive if it caters 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.

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

31.3 Evaluation of the bids will take into account, in addition the bid amount, the following factor

31.3.1 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 MARKFED, shall not be taken into account in bid evaluation.

31.3.2 A bid determined as substantially non responsive will be rejected by the Tender Committee and shall not subsequent to the bid opening be made responsive by the correction of the non-conformity.

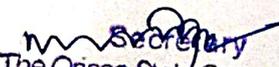
31.3.3 Bids determined to be substantially responsive will be checked for any arithmetical error in computation and summation. Errors will be details as follows:

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

Quoting of lowest rate does not confer any right for selection of Transport Contractor at the rate quoted. MARKFED reserves the right to negotiate with the Tenderers to select Transport Contractor at a suitable rate.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar

Quoting of same rates (L-1 only) by more than one tenderer could be construed as an exceptional circumstance. In such cases, all the tenderers who have quoted the same lowest rates shall be called for and decision will be taken through public lottery.

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.

32 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.

33 Corrupt practices:

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

34 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 lowest evaluated bid provided further the bidder has the capability and resources effectively to carry out the contract works.

35 Right to accept / reject any or all Bids :

The Tender Committee reserves the right to accept or reject any bid including the lowest 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.

36 Notification of Award :

36.1 Prior to the expiration of the prescribed period of bid validity, the Chairman tender Selection Committee will notify the successful bidder by Phone/fax or e-mail or Notice board of Office or letter confirming in writing that his bid has been successful. The bidder may be called to attend the Office of the M.D, MARKFED –Odisha for finalization of tender / award.

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

36.3 Upon furnishing of performance guarantee (P.G) / Performance Security deposit by the successful bidder in accordance with the provisions of Terms & Conditions of the tender, M.D, MARKFED will promptly notify the same in general Notice board of Office for signing the contract as per draft Agreement format.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar
Orissabhubaneswar

37 Signing of Agreement:

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement (typed in non-judicial stamp paper worth Rs.100/-) in accordance with form of agreement included in the Bid documents and submit the same to the Area Manager, MARKFED, _____ within a week from the date of receipt of notification of award.

The Area Manager, MARKFED, _____ shall return the draft duly approved within 7 (Seven) days from the receipt of the draft and the successful bidder shall get the same engrossed and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost immediately on receipt of the approved draft.

38 Termination of Default :

The Chairman tender Selection Committee, MARKFED may, without prejudice to any other remedy for breach of contract, by written notice of default as mentioned there in sent to the Contractor , terminate this contract in whole or in part , if ,

- a. The Contractor fails to perform any obligation(s) under the Contract and / or does not remedy his failure within a period of 3 days (or such period as the M.D, MARKFED may authorize in writing) after receipt of default notice from the M.D, MARKFED.
- b. In the events the MARKFED terminates the contract in whole or in part pursuant to the clause 38.a, M.D, MARKFED may procure/ hire, services of other Contractor, as it deems appropriate and the defaulting Contractor shall be liable to the M.D, MARKFED for any cost of such service.

39 Termination for Insolvency:

The M.D, MARKFED may at any time terminate the Contract (Agreement) by giving notice to the Contractor, without compensation, If the Contractor 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.

40 Set Off :

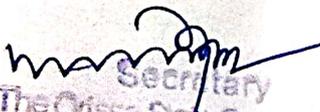
Any sum of money due and payable to the Contractor (including performance guarantee deposit refundable to the firm) under this contract may be appropriated by the MARKFED-Odisha and set off the same against any claim of the M.D, MARKFED for payment of sum of money arising out to this contract or under any other contract made by the Contractor with the M.D, MARKFED .

41 Settlement of disputes :

Both the Authority and the Contractor 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.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar

42 Force Majeure.

Neither the MARKFED nor the contractor 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.

43 Mode of payment :

- Payment against Bill / Invoice shall be released only after execution of the order and the quality/ performance of the Contractor is found to the satisfaction of the MARKFED-Odisha. **The payment shall be made through on-line transfer to party's account provided by them at the time of submission of tender.**
- No request for other mode of payment will be entertained. No advance payment will be made in any case.

44 Change in rate Structure:

Slab rates given in the financial bid is final and binding.

45 General/ Others:

- Under no circumstances the firm shall appoint any sub-contractor or sub lease the contract. If it is found that the contractor has violated these conditions, the order will be terminated forthwith without any notice and **S.D & Performance Security Deposit (PSD) Deposit will be forfeited.**
- The bidders will be bound by the details furnished by him/her to MARKFED-Odisha while submitting the tender. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.

46 Annulment of the Award:

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 & Performance Guarantee (P.G) in which event the M.D, MARKFED may make the award to any other bidder at the desecration of the MARKFED or call for new bids.

MARKFED reserves the right for **blacklisting a bidder** for a suitable period in case he fails to honour his bid without sufficient grounds.

---XXXXXXXXXXXX---

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar

DECLARATION BY THE BIDDER

1. I,
of Shri aged about..... Son / Daughter / Wife
signatory of the Service Provider, mentioned above, am competent to sign this declaration
and execute this tender document.

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.

Date :-

Signature of authorized person

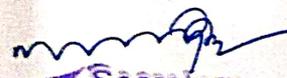
Place:--

Full Name:

Seal:

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd

Annexure- 2

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____ Dated: _____

To

The Chairman Tender
Selection Committee ,
MARKFED-Odisha,
_____.Pass port size photograph
to be pasted**Subject: Authorization for attending bid opening on _____ (date.**
Dear Sir,

The following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) is given below.
Name & Specimen Signature of Officer authorized to sign the bid documents on behalf of the bidder.

(Specimen Signature of the Authorized person)
Name: & Seal .**(Signature of the bidder/ Director/
Proprietor)****Note:-**

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

Secretary
Secretary
The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar

bhubaneswar

TECHNICAL BID
CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID Annexure-3

Sl. No.	Name of the Document	Page No.
1	Name of Tendering Contractor :-	
2	Name of Proprietor/ Partner/ Director: _____ (Proprietor to enclose photograph with specimen signatures, Partnership Firm to enclose certified copy of Partnership Deed and certificate of Registration, photograph & signatures of partners, Registered Companies to enclose Memorandum & Article of Associations & certificate of Incorporation, photographs of Directors with specimen signatures.)	
3	i) Address of Registered Office:--- ii) Telephone No. FAX No, Mobile No. & :- E-Mail Address:	
4.	ii) Full address of Operating/ Branch Office :- iii) Telephone No. FAX No, Mobile No.& :- E-Mail Address	
5	i) M.R. No-----/ date----- / DD No.date.....of drawn on Bank _____ Of Cost of Tender Paper ii) DD No.date.....of drawn on _____ (Bank) of Earnest Money Deposit (EMD)	
6	Power of Attorney in submitting the Tender Paper on behalf of Partnership firm / Company etc. to sign and attend bid opening as their authorized representative.(Copy enclosed)- Annexure-1	
7	Invitation to Tender & Instruction to Tenderers, Tender Submission Undertaking - Annexure-2	
8	Capability Certificate from the Bank (In the model format as at Annexure-6)	
9	Certificate of experience on clearing & transportation of fertilizers in last three financial years ((2022-23, 2023-24, and 2024-25)) (In the model format as at Annexure- 7)	
10	Affidavit mentioning that s/he / firm / company is neither blacklisted nor any criminal or vigilance case is pending against the Tenderer (In the model format as at Annexure-9)	
11	Affidavit declaring non-involvement in commercial interest family members or partners along with their family members or directors along with their family members (In the model format as at Annexure-8)	

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


 Secretary
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar
 Bhubaneswar

12	Statement of Bank Account of last one-month preceding to publication of Tender Call Notice.													
13	Copy of the Income tax return for the bidder organization for last 3 years (2022-23, 2023-24, and 2024-25) and copy of PAN Card.													
14	Financial turnover of the bidder/ firm for the last 3 Financial Years. (Balance Sheet)													
15	Valid Registration Certificate under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011"													
16	Copies of the valid R.C. Book of five heavy vehicles registered in the name of the Tenderer along with copies of the Fitness Certificates of said vehicles as per Clauses of the Tender document.													
17	Affidavit by the Partner in case of Partnership firm or Director in case of Company for use of their vehicle by the firm/company													
18	Valid GST Registration No.(Attach attested copy) _____													
19	Valid Registration No. under Contract Labour Act, 1970 issued by Labour Department)													
20	Details of transport vehicle in the name of the tenderer:-													
	<table border="1"> <thead> <tr> <th>Sl.No</th> <th>Regd. Number of the Vehicle.</th> <th>Fitness Certificate No.</th> <th>Type of Vehicle.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl.No	Regd. Number of the Vehicle.	Fitness Certificate No.	Type of Vehicle.	1				2				
Sl.No	Regd. Number of the Vehicle.	Fitness Certificate No.	Type of Vehicle.											
1														
2														
21	Other documents as per requirement of tender paper													

N.B:

All documents to be self-attested by the Tenderer.

Date:
Place:Signature of Tenderer / Authorized person
Name:
Seal:

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


 Secretary
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar

APPLICATION - FINANCIAL BID (in Bidder's letter Head.)**For engagement as clearing & transport Contractor (Fertilizer bags) in MARKFED**

1. Name of tendering agency / Contractor:-
2. The rate of transportation shall be in Rupees per K.m. per MT of Fertilizers.
3. The rate shall be a consolidated one, which shall be inclusive of weighing, transportation and insurance charges and other charges, if any, as per the statute.
4. The rate shall include all the services to be performed at source district, during transportation and at recipient district for transportation of fertilizers.
- 5.5. Tenderer/ bidder is required to make necessary numbers of copies the Price Bid to quote separate rate in sealed covers for separate source & recipient district units in following manner.
- 6.6. MARKFED will deduct statutory dues like TDS on grossed billed amount as per provisions of Income Tax Acts & Rules as amended from time to time.

FORMAT FOR QUOTING RATES (in Rs./ KM)

Particulars	Description of Work	Schedule of Rate	
1. CLEARING	For unloading fertilizer bags from wagons/ trucks/any other transport vehicle and directly loading on trucks/any other transport vehicles/into wagons	Rs. 100.00 Per MT excluding GST (flat rate and will not be changed as per ASOR /BSOR).	
2. TRANSPORTATION	For transporting the fertilizer bags by trucks from railhead to godown or any other place or vice-versa	0-10 Km	Rs. 218 Per MT Flat
		11-30 Km	Rs. 13.60 Per Km/MT
		31-50 Km	Rs. 10.56 Per Km/MT
		51-100 Km	Rs. 6.45 Per Km/Mt
		101-150 Km	Rs. 4.72 Per Km/MT
	151-200 Km & above.	Rs. 4.16 Per Km/MT	

N.B.

Collection of spillage, cleaning of stock, bagging, weighing and stitching as per specification etc. at railhead shall be rendered by the contractor.

- (a) Past performance will also be given weightage.
- (b) In case of discrepancy in figures & words, rate mentioned in words will prevail.
- (c) In case of same rate quoted by more than one bidder, the selection shall be made by public lottery.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar
Bhubaneswar

I/We have thoroughly examined and understood instruction to tenderers, terms and condition of contract as given in the tender paper and those contained in general conditions of contract and its annexure, appendices, and schedules and agree to abide by them.

I/We offer to work on following rates which includes all taxes, duties, cess etc.

- i) At the rates given the schedule of rates for services (SOR),
- OR
- ii) At.....percent (..... Indicate percentage in words) above the rates given in the schedule of rate for services (ASOR)
- OR
- iii) At.....percent (.....indicate percentage in words) below the rates given in the schedule of rate for services (BSOR)

N.B: It is confirmed that no other charges would be payable to me/us.
(Choose any one option only from the above 03 options and put a ✓ mark against the desired option in the check box.

Date :
Place:

Signature of authorized person
Full Name:
Seal:

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar

215

Annexure-5

Undertaking relating to rates for transportation of material from Rail head to identified godown (s).

To Tender No: _____ Dated: _____
The Chairman
Tender Selection Committee,
MARKFED-Odisha,

Dear Sir,

In response to your notice inviting tender No.____dated____, I / we, M/s _____ quote our rates for clearing & transportation of fertilizers at _____ Rail head as indicated at Financial Bid (Annexure-4).

I/we further undertake that;

- (i) Quantity to be carried per truck will be in accordance with regulation of Motor Vehicle Act as applicable from time to time.
- (ii) I / we undertake to pay at the price fixed by Government Of India, under New Pricing System in case of Urea, as mentioned in corresponding clauses. (as compensation in case the material is short delivered at the destination).
- (iii) I / we will take all precautions for safe delivery of consignments at various destinations and the material will be covered with tarpaulins. While the material is either in transit or in our custody, we shall not transfer the material from one truck to another and we will be responsible for any loss / damage to the consignment and hereby agree to make good the losses as ascertained by you.
- (iv) In case the contract is awarded fully in our favour, we undertake to carry out the job faithfully and to the entire satisfaction of MARKFED. We will not sub-let the contract either partly / fully to any other party.

Date :
Place:

Signature of authorized person
Full Name:
Seal:

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar

Annexure-6**Capability Certificate****Name of the Bank: --****Branch:--****Phone No:-****Mail id:-**

Tender Ref No. ..

/ Dated:--

To

The Chairman
Tender Selection Committee,
MARKFED-Odisha,
_____.

Sub: Tender No: _____ Dated: _____

With reference to the subject cited above, this is to certify to the best of our knowledge & information that Mr. / Mrs. _____ residing at _____ (Full address) a customer of our bank. In our opinion and based on the records can be considered good / worth upto a sum of Rs. _____ (Rupees _____) Crore only and has financial ability to meet the expenses up to the amount indicated above.

It is also certified that this information is furnished without any responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer for furnishing the same to your office for tender purpose.

**Branch Manager / Authorized Signatory
(Seal & Signature)**

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


The Orissa State Co-operative
Marketing Federation Ltd.

1314

Annexure:- 7

Experience Certificate

This is to certify that as per information available on record, M/s _____ of _____ (Full address), is a transport contractor of this organization for Rake Clearing & Transport Contractor in Odisha for clearing of 50 Kg/45 Kg. weight fertilizers in HDPE bags received from Rail Rakes at different railheads for the period from _____ to _____ months year (mention period of contract).

During the period of contract, M/s _____ has handled & transported 50 Kg/45 Kg. weight fertilizers in HDPE bags received from Rail Rakes at _____ railhead and Rs. _____ has been paid / payable to the above named contractor for such work. The year wise break up of last _____ years is as under.
(Strike out whichever is not applicable)

**Authorized Signatory
(Seal & Signature**

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar

Certificate of Declaration of near relatives/ Family members/Partners/Directors
(Before the executive Magistrate / Notary public Sri -----)

AFFIDAVIT

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 shall be appointed as transport contractor under this tender process, if s/he or any her / his family members has a commercial interest in a business relating to transport operation 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 the operation as fertilizer transporter for which I intend to apply under this tender.

I declare that I / any family member / partner(s) alongwith his / her / their family members / Director(s) along with his / her / their family members have no commercial interest with any fertilizer clearing and transportation work 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 mu agreement shall also be liable for termination. Apart from above, my EMD (Security Deposit) & 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

Deponent :-----

Executive Magistrate/ Public Notary.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar

1322

Annexure-9

**CERTIFICATE OF DECLARATION
REGARDING BLACKLISTING**

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. Department from participating in the tender.

In case, at any stage, it is found that the information given by me is false / incorrect,
Tender Selection Committee / 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 : _____

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


The Odisha State Co-operative
Marketing Federation Ltd
Bhubaneswar, Odisha

TERMS & CONDITIONS**GENERAL:****1. Commencement and Duration:**

The Agreement shall commence from the date of signing and shall remain in effect from _____ to _____ for a period of eleven (11) months, unless terminated earlier by MARKFED due to service deficiencies, substandard manpower quality, breach of contract, or changes in requirements.

2. Expiration and Extension:

The Agreement will automatically expire upon completion of eleven (11) months unless extended by mutual consent of both parties. It may be further extended for a maximum period of three (3) months on the same terms and conditions upon mutual agreement.

3. Parties to the Contract:

- a) The contracting parties are the Contractor and MARKFED, represented by the Managing Director (MD) or an authorized officer acting on their behalf.
- b) Any individual signing the tender or related documents on behalf of a firm or entity must have the authority to bind the organization. If found otherwise, MARKFED reserves the right to terminate the contract and seek damages.
- c) Any notice or action on behalf of MARKFED will be issued by the MD or an authorized representative.

4. Contractor's Constitution:

The Contractor shall declare their business structure (Sole Proprietorship, Partnership Firm, Private/Public Limited Company) during tender submission, including details of responsible partners or directors. A nominated representative shall manage the contract operations and will hold power of attorney for contractual obligations.

- a) Any change in the firm's constitution requires prior written approval from MARKFED, failing which the contract may be terminated.
- b) In case of death or resignation of any partner or director, MARKFED reserves the right to terminate the contract upon notification.

5. Subletting of Contract:

The Contractor shall not assign, transfer, or subcontract any part of the Agreement without prior written consent from MARKFED. Any violation will result in MARKFED assuming control of the contract at the Contractor's risk and cost.

6. Liability for Personnel:

- a) All personnel employed by the Contractor shall be their direct employees, with compliance under all relevant labor laws, including but not limited to the Workmen's Compensation Act, EPF Act, ESI Act, and Minimum Wages Act.
- b) The Contractor will be the sole employer of deployed manpower, and no employment relationship shall exist between them and MARKFED.
- c) The Contractor shall address all grievances and disputes related to its workforce without involving MARKFED. d) MARKFED holds no liability for any injury, loss, or death of deployed personnel during contract execution.

7. Compensation for Non-Performance:

In case of non-commencement or delay in work, the Contractor shall be subject to penalties, including: i) Suspension of work orders. ii) Work reallocation at the Contractor's cost. iii) Liquidated damages from pending payments. iv) No entitlement to interest on delayed payments, security deposit refunds, or outstanding dues.

Signature of the issuing authority.

Signature of the tenderer .


Secretary
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar

8. Contractor's Obligations:

The Contractor is bound by all declarations and commitments made in the tender submission. Any false declarations will be considered a breach, leading to termination and legal action.

9. Termination Clause:

MARKFED reserves the right to terminate the contract at any time with a 30-day notice period.

10. Contractor's Coordinator:

The Contractor shall appoint a coordinator to ensure seamless interaction with MARKFED for optimal service delivery.

11. No Employment Rights:

Upon contract termination or expiry, the deployed personnel shall not claim employment with MARKFED.

12. Legal Compliance:

The Contractor must be registered with relevant government authorities (Labour Commissioner, EPF, ESI, GST) and comply with the Contract Labour (Regulation & Abolition) Act, 1970.

13. Clearing & Transportation from Railway Stations:

- a) The Contractor shall manage unloading, loading, and transportation from railway stations and bear any demurrage or wharfage charges.
- b) Delivery acknowledgments must be submitted within seven (7) days; failure to do so will result in a penalty of Rs. 100 per truck per week.
- c) The Contractor shall coordinate closely with MARKFED and railway authorities for timely handling of consignments.
- d) All unloading/loading shall be conducted without damage to goods. Any losses or shortages will be recovered from the Contractor.
- e) The Contractor is responsible for safeguarding goods until final delivery, with penalties for pilferage or loss.

14. Anti-Corruption Clause:

Any attempt to offer bribes, commissions, or favors to MARKFED officials will result in immediate contract termination and legal consequences.

15. Contract Duration:

The contract shall remain valid for twenty-four (24) months unless extended by mutual agreement. MARKFED reserves the right to:

- i) Extend the contract for a maximum of three (3) months on existing terms.
- ii) Terminate the contract with fifteen (15) days' notice without compensation.
- iii) Assign similar work to another Contractor in case of termination.

16. Earnest Money Deposit (EMD):

- a) Bidders must submit an EMD of Rs.1,50,000 via demand draft in favor of MARKFED-Odisha.
- b) EMD shall remain valid for sixty (60) days beyond the bid validity period.
- c) Bids without EMD will be rejected.
- d) EMD of unsuccessful bidders will be refunded within thirty (30) days without interest.
- e) EMD of the successful bidder will be adjusted towards the security deposit.

17. Security Deposit:

a) The Contractor must furnish a security deposit upon acceptance of the contract. b) No interest shall be payable on the security deposit. c) The security deposit shall be refunded upon satisfactory contract completion and submission of a "No Demand Certificate." d) In case of premature termination, MARKFED may forfeit part or all of the security deposit to recover damages. e) The Contractor shall replenish any deducted security deposit to maintain the required amount.

18. Manpower Substitution:

If a deployed person is unavailable, the Contractor must provide a substitute in advance without affecting service continuity.

Signature of the issuing authority.

Signature of the tenderer.


The Odisha State Cooperative
Marketing Federation Ltd.

19. Background Verification:

The Contractor shall ensure all deployed personnel have a clean police record, with an affidavit submitted at the time of deployment.

20. Professional Conduct:

The deployed workforce shall maintain politeness, efficiency, and professionalism, upholding the reputation of MARKFED. The Contractor shall be accountable for any misconduct or indiscipline.

LEGAL:-

21. The Transport Contractor shall be solely responsible for the payment of all statutory dues to the workmen engaged by them. MARKFED shall not be liable for any additional claims in this regard during the term of the Agreement. Any claims arising under the Employees Compensation Act or any other labor laws shall be the sole responsibility of the Transport Contractor, and MARKFED shall bear no liability.

22. The Transport Contractor shall be responsible for the timely deposition of all applicable taxes, levies, cess, and other statutory dues arising from the services rendered. These payments shall be made to the relevant tax authorities in accordance with prevailing laws, as amended from time to time. Attested copies of relevant documents evidencing such payments must be submitted to MARKFED before processing the monthly bills.

23. The Transport Contractor shall maintain all statutory registers as required under applicable laws and shall produce them upon request by MARKFED or any other competent authority.

24. Tax Deduction at Source (T.D.S.) shall be applicable as per the provisions of the Income Tax Act and related regulations, as amended from time to time. A corresponding T.D.S. certificate shall be provided to MARKFED.

25. If the Transport Contractor fails to fulfill any statutory obligations, resulting in any loss or financial liability to MARKFED, the latter shall have the right to recover the amount from the outstanding bills or adjust it against the Performance Security Deposit of the Contractor, to the extent of the monetary loss or liability incurred.

26. MARKFED reserves the right to terminate the Agreement in the event of non-performance or deviation from the contractual terms and conditions. Any loss or damage caused to MARKFED due to the actions of the personnel deployed by the Transport Contractor shall be recovered from the unpaid bills or deducted from the Contractor's Performance Security Deposit.

FINANCIAL

27. An Earnest Money Deposit (EMD) of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of a Demand Draft from any Nationalized Bank, drawn in favor of MARKFED-Odisha and payable at _____, must accompany the bid. Failure to submit the EMD will result in outright rejection of the tender. The EMD shall be interest-free.

28. The EMD of agencies that do not qualify in the Technical Bid (First Stage) or Financial Bid (Second Competitive Stage) shall be refunded without interest.

29. The successful bidder must furnish a Performance Security Deposit (PSD) of Rs. 5,00,000/- (Rupees Five Lakhs only) within seven (7) days from the issuance of the intimation.

30. The Performance Security Deposit (PSD) of Rs. 5,00,000/- shall be submitted in the form of a Demand Draft from any Nationalized Bank, drawn in favor of MARKFED-Odisha and payable at _____, or in the form of a Bank Guarantee (BG) as per the format prescribed by the Government. If the contract is extended beyond the initial period, the PSD shall remain with MARKFED, covering the extended contract period and an additional three (3) months. The PSD shall be interest-free.

31. If the successful bidder fails to deposit the PSD within the stipulated time frame, the EMD shall be forfeited without further notice.

Signature of the issuing authority.

Signature of the tenderer .


Secretary
The Orissa State Co-operative
Marketing Federation Ltd.

32. If the selected transport contractor fails to deploy the required vehicles and manpower upon order placement, the EMD shall be forfeited without further notice.
33. In case of any breach of the contract terms and conditions, the EMD and/or PSD shall be forfeited, and the agreement may be annulled.
34. The transport contractor shall submit bills in triplicate, along with performance reports, delivery challans, and acknowledgment receipts duly certified by MARKFED employees and countersigned by the concerned Area Manager. The payment shall be processed within the succeeding month, except in cases of emergency.
35. If the contractor is adjudged insolvent, goes into liquidation, winds up business, makes arrangements with creditors, or fails to comply with contract terms, the Managing Director (M.D.) of MARKFED reserves the right to terminate the contract immediately. The contract work for the remaining period may be executed at the risk and cost of the contractor, and any loss incurred by MARKFED shall be recovered from the contractor.
36. Non-performing or defaulting contractors may be suspended, banned from trade relations, or blacklisted for up to five (5) years, depending on the severity of non-performance or default. The decision of the M.D., MARKFED, in this regard shall be final and binding.
37. The M.D., MARKFED, reserves the right to terminate the contract in the event of any breach of terms. The work for the remaining contract period may be executed at the contractor's risk and cost. Any security deposit may be forfeited to recover damages, losses, or expenses incurred due to the contractor's negligence or substandard performance.
38. The contractor must ensure the supply of trucks or other transport vehicles as per the instructions of the M.D., MARKFED, or an authorized officer within the specified timeframe. Failure to provide the requisite number of vehicles may result in MARKFED engaging alternative arrangements at the contractor's risk and cost. Any additional expenses incurred shall be recovered from the contractor.
39. Any dispute regarding charges claimed by the transport contractor shall be subject to the discretion of the M.D., MARKFED.
40. A penalty of Rs. 1,000/- per day, in addition to other penalty clauses in the tender document, shall be deducted from the contractor's bills in the succeeding month.
41. The M.D., MARKFED, reserves the right to modify, withdraw, or relax any of the above terms and conditions to address unforeseen challenges.
42. In case of disputes regarding the interpretation or execution of the contract, an amicable resolution shall be sought through negotiations between the M.D., MARKFED, and the contractor. If unresolved, the matter shall be referred to the Registrar, Cooperative Societies, Odisha, BBSR whose decision shall be final and binding.
43. The successful bidder shall enter into a formal agreement with MARKFED based on the above terms and conditions.

X xxx

Signature of the issuing authority.

Signature of the tenderer.


The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar

12. Non-transferability:

The tender is non-transferable.

13. Preparation of Bids:

The bidder shall be responsible for all costs incurred in connection with preparation of the bid and participation in the tender process, including, but not limited to, cost incurred in conduct of informative and other diligent activities and all such activities related to the bid process. MARKFED in no case be responsible or liable for payment of those cost regardless of the conduct or outcome of the bidding process.

The bid prepared by the bidder and all correspondences / documents relating to the bid exchanged by the bidder with the MARKFED shall be written in English only.

14. Documents comprising the bid:

The bid prepared by the bidder shall enclose valid photocopies of the following documents (self-attested/ notarized), along with the Technical Bid, **failing which their bid shall be summarily/out rightly rejected and shall not be considered any further.**

Documentary evidence in accordance with clause 6 (**Minimum eligibility conditions**) establishing that the bidder is eligible to bid and is qualified to perform the contract if his bid accepted.

- (a) Particulars against purchase of Tender Paper i.e. the cost of the tender Rs.2,000.00 (Rupees two thousand) only in the form of Money Receipt / Demand Draft Drawn in favour of MARKFED-Odisha, payable at Bhubaneswar
- (b) EMD of Rs.1,50,000.00 (Rupees one lakh & fifty thousand) only be furnished in accordance with Clause.
- (c) Copy of Registration certificate of the firm. However, the registered Office of the Contractor is located at /near the area of operation preferably.
- (d) The Copy of partnership Deed or articles/ Memorandum of Association as the case may be.
- (e) Other documents as mentioned at Clause No.9 should be enclosed with the tender/ bid document.
- (f) The Bidders must produce original copies of above mentioned certificates and failure to produce any or all document before Tender Committee on demand, the tender will be rejected.

15. Conditional bids:-

The **conditional bids** shall not be considered and will be out-rightly rejected at very first instance. All entries in the tender 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 tender shall be summarily rejected.**

16. Signing of Integrity Pact

Bidder will sign the Integrity Pact as per enclosed Annexure ().which is an integral part of the tender documents, failing which the tenderer(bidder) will stand disqualified from the tendering process and the bid of the bidder would be rejected.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)


Secretary
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar