

# 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](mailto:Odishamarkfed@yahoo.com), [odishamarkfed@gmail.com](mailto:odishamarkfed@gmail.com)

Web-site: [www.markfedodisha.nic.in](http://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 41 Pages)**

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

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

*J. G. G. G.*  
12-2023  
DEPARTMENT OFFICER  
ODISSA

DETAILED TENDER DOCUMENT

ODISHA STATE CO-OPERATIVE MARKETING FEDERATION  
MARKFED - ODISHA

**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.

*D. Anand*  
2022  
AGENT OFFICER  
ORISSA

Signature of the Tenderer (Bidder)

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

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**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.

1. (a) Availability of Tender Document up to 04.00 PM of \_\_\_\_\_ (Date)

1. (b) Last Date and time for submission of Sealed Tender Document on \_\_\_\_\_ (Date)  
(upto 02.00PM)

1. (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 of the undersigned within the scheduled period or otherwise it will be treated as non-responsive Bid and shall not be opened for consideration by the tender opening Committee.

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.

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

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

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

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

*[Handwritten Signature]*  
23-2023

AGENT OFFICER  
KRISHNA

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**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 **2023-24 & 2024-25** , 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 this .....Day of .....( the month and year)

Signature of Authorized Signatory .....

In capacity of .....

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

**The cost of bid document: Rs.2,000/-**(Rupees two thousand ) only vide crossed D.D./ M.R no..... dated .....Drawn 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)

*[Handwritten Signature]*  
02-2023  
MENT OFFICER

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

**1. Service:-**

MARKFED requires the services of reputed registered, well established and financially sound clearing and transport contractor to provide services of clearing and transportation of 50 Kg / 45 Kg weight fertilizer HDPE bags received from Rail Rakes at \_\_\_\_\_ railheads and supply to identified destinations of the district as per instruction of the concerned Area Manager or any other officer assigned by the authority or as would be assigned to them from time to time.

**2. Period of Contract:**

Under normal circumstances the contract for providing Trucks & manpower shall be valid for a period of **24 (Twenty four)** months from the date of execution of the Agreement and it will be entirely at the discretion of The Managing Director, MARKFED-Odisha for extension of the period of contract beyond the aforesaid period for maximum 3 (Three) months on the prevailing terms & conditions of the existing agreement based on the requirement of MARKFED persisting at that time or the period may be curtailed / terminated before the existing period of the Agreement period owing to deficiency in service or substandard quality of manpower deployed by the selected H&T Contractor or because of change in MARKFED's requirements / policy. MARKFED however, reserves the right to terminate this initial contract at any time after giving 30 days notice to the selected H&T Contractor specifying reasons thereof.

**3. Places of Operation :**

3.1 MARKFED will undertake rake clearing & transportation of fertilizers at \_\_\_\_\_ railheads. As such, MARKFED intends to appoint contractor (Bidder) to unload & receive the material as per Railway Receipt (RR) and undertake transportation of the bagged fertilizer by truck from rake point to PACS/LAMPCS and MARKFED godowns as per direction of the MARKFED Area Manager \_\_\_\_\_ or his authorized representative of the district under operation. The operational area may vary from time to time as per requirement of job / organization. There may be addition / deletion of number of points.

3.2 The contractor shall be responsible from the time of the materials received from the Railways till it reaches the final destination viz. godowns of MARKFED as well as PACS/LAMPCS/ others as advised by the Area Manager.

Signature of the issuing Authority.

*D. Acharya*  
2023  
MENT OFFICER  
ORISSA

Signature of the Tenderer (Bidder)

#### 4. General Role of contractor.

- 4.1 Clearing & Transportation means clearing of fertilizer bags from Rail rakes, stacking on the platform and loading to trucks, transporting to the identified destinations.
- 4.2 Total quantity / destination wise quantity may increase / decrease depending on market situation. Number of destinations may also increase / decrease depending on market situation. No guarantee shall be given for adherence to enclosed tentative/estimated movement plan.
- 4.3 The transport contractor will have to supply sufficient number of trucks per day as required during the period of clearing & transportation, within the stipulated time, failing which the consequences thereof will rest entirely with the contractor. In the event of emergencies, MARKFED may carry out the work by engaging one outsider and the expenditure involved therein will be recovered from the selected bidder from their SD/ PSD without further reference as per order of the M.D, MARKFED.
- 4.4 No detention charges for trucks, either at rake points or any godowns shall be payable by MARKFED under any circumstances whatsoever.

#### 4.5. Clearing & Transportation from Railway Station:-

The transport contractor will undertake the job starting from unloading from the wagons up to loading to the trucks at Railway station. The transport contractor will be responsible for any demurrage / wharfage charges or any other related charges as may be imposed by the railways.

- 4.5.1 The contractor will have to submit the acknowledgement of consignee within 07 days from the date of dispatch of material in order to assure that material is delivered to correct consignee for the satisfaction of the MARKFED. In case of failure to submit the acknowledgement, the MARKFED may at its discretion, charge penalty @ Rs. 100/- per truck per week for the delay in submitting the acknowledgement for material so delivered to the maximum of the value of material.
- 4.5.2 The contractor or their authorized representative shall remain in constant touch with MARKFED, Area Manager \_\_\_\_\_ or his office representative for information regarding the arrival of any rake / wagon etc at the rake point.
- 4.5.3 Before the commencement of unloading of material from the wagons, the contractors or their authorized representative along with MARKFED representative shall check the intactness of seals of wagons and shall report the matter to the railways, if the seals are found tampered with or broken.
- 4.5.4 In the event of inclement weather, the contractor shall make adequate arrangement for tarpaulins to avoid damage of material.
- 4.5.5 The contractor shall prepare wagon wise statement of material received at rake point and truck wise details of material transported in the prescribed Performa (to be provided by the MARKFED later on), as per dispatch plan given by MARKFED officials.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

*[Handwritten Signature]*  
 14/02/2023  
 DEPARTMENT OFFICER  
 ODISHA

- 4.5.6 The contractor shall ensure that no hooks are used by his workmen during unloading / loading and stacking process, otherwise, all shortages and cost of damaged bags / cost of re-bagging etc., occurring due to cut & torn bags will be booked against the contractor.
- 4.5.7 The contractor shall arrange to collect all the sweeping from wagons and platform and the same shall be stored in godown(s) separately on weighment basis. The weighment shall be done in the presence of MARKFED representative.
- 4.5.8 The contractor shall make necessary arrangement for safe custody and security of the material till its clearance from railway premises. Any pilferage / theft of the material will be to the contractor's account.
- 4.5.9 The contractor shall be solely responsible for safe custody of fertilizers on behalf of MARKFED at the platform till the material is supplied to the destination. In case of any loss / damages or shortage is found, the recovery from the contractor shall be effected at the price fixed by Government Of India, under New Pricing Scheme (NPS) in case of Urea & others at MRP plus subsidy (in case of decontrolled fertilizers) after adjustment of receipt if any. In addition to the above, the MARKFED shall reserve the right to institute any criminal or civil proceedings in appropriate cases.
- 4.5.10 Apart from the above, the contractor has to comply with all the relevant LAWS.
- 4.5.11 The contractor shall be responsible to secure compliance with all Central and State laws as well as the rules, regulations, bye-laws and orders of the local authorities and statutory bodies as may be in force from time to time.
- 4.5.12 Quantity to be carried per truck will be in accordance with regulation of Motor Vehicle Act as applicable from time to time.

#### **5. Duties and Responsibilities of the Contractor:**

The contractor is required to keep continuous & close liaison with the officials in charge of MARKFED godowns, Area Managers and other officials of MARKFED in respect of programme of lifting & transportation and ensure complete care of the stocks from the time of its loading till it is received in specified godowns/ transported to specified places.

- 5.1 The contractor shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
- 5.2 The contractor shall engage competent and adequate staff to the satisfaction of MARKFED for ensuring efficient transport of fertilizers and furnishing correct and up to date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the Federation for losses arising from negligence, carelessness, want of skill or misconduct of themselves, their representatives. The Authority / Area Manager/ Godown In-charge shall have the right to ask for the removal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by negligence and misconduct etc; of the contractor or their representatives shall be final and binding on the contractor. The decision of the Chairman tender Selection Committee, MARKFED is final & binding on both the parties.

## 6. INSTRUCTIONS TO BIDDERS:

### 6. Minimum eligibility Criteria

#### Bidders should-

Be an Indian company / firm/ Agency financially sound, engaged in providing manpower, vehicle and fully aware of the laws /Rules governing clearing & transportation of fertilizers as per F.C.O norms from Rail heads to different destination points carrying requisite papers / documents required for the purpose.

- i) The bidder shall have experience in Transportation/ Clearing & Transportation of fertilizers and they should have carried out transportation of fertilizers **at least having turnover of Rs.2.00 crores** in last three financial years i.e. for, 2019-20, 2020-21 & 2021-22 in any agency of State/Central Government PSU, State/Central Government or State Government/Central Government. (Turnover shall be calculated in to for the said three financial years) in the ckeck list of technical bid.
- ii) The bidders shall furnish 5 (five) years experience Certificate from in the sample format as at **Annexure-7** from the concerned organizations.
- iii) Have been registered with GST Authorities (Copy of up to date GST registration Certificate to be enclosed).
- iv) Copy of Valid PAN/ TIN/GIR to be enclosed.
- v) Statement of Bank Account of last one-month preceding to publication of Tender Call Notice & Financial turnover of the bidder/ firm for the last 3 Financial Years. (Balance Sheet)
- vi) Copy of the Income tax return for the bidder organization for last 3 years(2019-20 , 2020-21 & 2021-22) .
- vii) Valid copy of the ESI & EPF registration Certificate.
- viii) Copy of valid Labour license / Registration under contract Labour (Regulation & Control Act, 1970 be enclosed.
- ix) Certified extracts of the Bank Account containing transactions during last three years.
- ix) Experience certificates either in original or attested by Notary for rake clearing and transportation of fertilizers and other bagged commodities. Certificates should give name of the company, period of experience and competence of the bidder.
  1. List of trucks owned alongwith copies of RC books.
  2. Registration with other Companies if any.
  3. Certificate of declaration regarding blacklisting or otherwise.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

02-2023  
 DEPARTMENT OFFICER  
 ORISSA

4. The minimum Annual Turnover of the Contractor shall not be less than Rs. 200.00 lakhs per Annum of the preceding last three Financial Years ( Turnover should be in terms of payment received from Agencies).
5. The bid document duly signed in by the authorized signatory of the bidder in each and every page is submitted as a token of acceptance.
7. The bidder shall furnish an affidavit in the prescribed format (enclosed at **Annexure-8** ) declaring non-involvement in commercial interest of his family members or partners along with their family members or directors along with their family members, as the case may be, for consideration of her/his appointment under this tender.

7.The bidder shall furnish valid Registration Certificate in support of their transportation work under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).

8. The bidder shall have minimum 2 (two) number of heavy vehicles with capacity to carry fertilizers of quantity to the tune of 10 M.T. or more at a time. The heavy vehicle like tipper shall not be considered as a vehicle carrying fertilizer for the purpose of this tender.

9 - The bidder shall submit the copy of registration certificate from Competent Authority as required under following Laws at the time of execution of Agreement.

The Registration Certificate under the provisions of the Motor Transport Workers Act, 1961be enclosed with the bid document.

**8. Cost of bidding :-**

The bidders shall bear all costs associates 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
- Specimen agreement
- Certificate of declaration regarding blacklisting and other documents as mentioned above.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)  
ENT OFFICER  
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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)

*[Handwritten Signature]*  
12-2022  
DEVELOPMENT OFFICER  
ORISSA

**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.

## 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.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

*[Handwritten Signature]*  
20/05/2023  
AGENT OFFICER  
ORISSA

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

**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.

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

**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.

25.3.1 All the envelope shall indicate the name and full postal address of the bidder to enable the bid to be returned unopened, if required.

25.3.2 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. 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 news paper.

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

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

*[Handwritten Signature]*  
22-2023  
COMPTROLLER OFFICER  
ORISSA

**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 summary 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 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)

*[Handwritten Signature]*  
 14/02/2023  
 DEVELOPMENT OFFICER  
 MARKFED, ORISSA

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 contact 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.

*[Handwritten Signature]*  
12-2-22

AGENT OFFICER  
ORISSA

**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.

**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 ,

38.1 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.

38.2 In the events the MARKFED terminates the contract in whole or in part pursuant to the clause 38.1 , 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 .

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

*S. Pravin*  
14/02/2023  
COMPONENT OFFICER  
OD ORISSA

**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.

**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 contact 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)

*J. Prasad*  
14/02/2023  
DEVELOPMENT OFFICER  
MARKFED, ORISSA

Annexure-1.

Annexure -1

**DECLARATION BY THE BIDDER**

1. I, ..... Son / Daughter / Wife of Shri ..... aged about..... Proprietor/ Partner / Director/ authorized 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:

*J. Arora*  
24/02/2023  
DEVELOPMENT OFFICER  
OD ORISSA

**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.
- 1. 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)

*J. Gan*  
10/12/23  
COMPONENT OFFICER  
ODISSA

**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)- <b>Annexure-1</b>	
7	Invitation to Tender & Instruction to Tenderers, Tender Submission Undertaking – <b>Annexure-2</b>	
8	Capability Certificate from the Bank (In the model format as at <b>Annexure-6</b> )	
9	Certificate of experience on clearing & transportation of fertilizers in last three financial years (2019-20, 2020-21 & 2021-22) (In the model format as at <b>Annexure- 7</b> )	
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 <b>Annexure-9</b> )	
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 <b>Annexure-8</b> )	
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(2019-20, 2020-21 & 2021-22 and copy of PAN Card.	

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

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:-		
	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:

Signature of Tenderer / Authorized person

Place:

Name:

Seal:

Signature of the issuing Authority.

Signature of the Tenderer (Bidder)

*J. O. Prasad*  
14/12/2022  
DEVELOPMENT OFFICER  
ORISSA

**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 weighment, 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. 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. 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	
<b>1. CLEARING</b>	For unloading fertilizer bags from wagons/ trucks/any other transport vehicle and directly loading on trucks/any other transport vehicles/into wagons	<b>Rs.100.00 Per MT excluding GST (flat rate and will not be changed as per ASOR / BSOR).</b>	
<b>2. TRANSPORTATION</b>	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.

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 excludes 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)

*[Handwritten Signature]*  
24-02-2023

COMPONENT OFFICER  
ORISSA

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

Tender No: \_\_\_\_\_ Dated: \_\_\_\_\_

To

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.

*[Handwritten Signature]*  
12-02-2023  
COMPMENT OFFICER  
OD ORISSA

Signature of the Tenderer (Bidder)

Capability Certificate

Name of the Bank: --  
Phone No:-

Branch:--  
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)

*[Handwritten Signature]*  
14/02/2023  
DEVELOPMENT OFFICER  
ODISHA

**Experience Certificate**

**Annexure:- 7**

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.

*J. Prasad*  
14/03/2022

DEVELOPMENT OFFICER  
P.O. ORISSA

Signature of the Tenderer (Bidder)

**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)

*Sri Sri*  
10-2-2023  
OFFICER  
CSA

**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.

*[Handwritten Signature]*  
20-10-2022  
OFFICER  
ODISSA

Signature of the Tenderer (Bidder)

**TERMS & CONDITIONS****GENERAL:-**

1. The Agreement executed shall commence from the date of signing of Agreement i.e from----- to ----- by both parties and continue for a period of **24 (Twenty four) months** , unless it is curtailed or terminated by MARKFED owing to deficiency of service, sub- standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on completion of **24 months**, unless extended further by the mutual consent of the Contractor and MARKFED.
3. The Agreement may be extended, on the same terms and conditions for a further period of maximum three months mutually agreed upon by the Contractor and MARKFED.
4. **Parties to the Contract:-**
  - a) The Parties to the contract are the Contractor and the MARKFED, represented by its M.D / or any other officer authorized and acting on his behalf.
  - b) The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority, MARKFED, represented through the M.D, may, without prejudice to other civil or criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
  - c) Notice or any other action to be taken on behalf of the MARKFED may be given / taken by the M.D (Managing Director) or any other officer so authorized and acting on his behalf.

**5. Constitution of Contactor:**

Contractor shall at the time of submission of tender, declare whether s/he/they is/are Sole Proprietary concern or Registered Partnership Firm or Private Limited Company or a Public Limited Company. The composition of the partnership or names of Directors of Companies as the case may be, shall also be indicated. The Contractor shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of contract would lay. The persons so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.

- a. The contractor, during currency of the contract shall not make any change in the constitution of the firm without prior approval of MARKFED in writing, failing which the Contract shall be forthwith liable for termination treating it as breach of contract by the Contractor with consequences following there from.
- b. The contractor shall notify to the MARKFED the death / resignation of any of their

*Signature of the issuing authority.*

*Signature of the tenderer .*

*Signature*  
AGENT OFFICER  
ORISSA

partner / directors immediately on the occurrence of such an event. On receipt of such notice, the MARKFED shall have the right to terminate the contract, if it deems so fit.

6. **Sub letting of Contract:-**

The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the MARKFED. In the event of the contractor contravening this condition, the MARKFED shall be entitled to place the contract elsewhere on the contractors account and at their risk and the contractor shall be liable for any loss or damage, which the MARKFED may sustain in consequence or arising out of such replacing of the contract.

- The Contractor shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called.

7. **Liability for personnel:**

- a) All persons employed by the contractors shall be treated as their own employees / workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the contractor.
- b) For all intents and purposes, the **Contractor** shall be the "**Employer**" within the meaning of different Acts & Rules in respect of manpower so deployed for clearing & transportation of fertilizers. The persons deployed by the Contractor shall not have any claim whatsoever like employer and employee relationship with MARKFED.
- c) The Contractor shall be solely responsible for redressal of grievances or resolution of disputes relating to persons deployed. MARKFED shall, in no way, be responsible for settlement of such issues whatsoever.
- d) MARKFED shall not be responsible for any financial loss or any financial compensation for any injury caused to any person or financial compensation on death of any person deployed by the Contractor in the course of their performing the functions/duties or for payment towards any compensation.

8. **Compensation for non-commencement or delay in completion of work:-**

Compensation shall be charged for non-commencement or delay in completion of work. Time shall be regarded as the essence of contract and failure on the part of the contractor to start the work on stipulated date or to supply sufficient number of trucks as per clauses of the bid document shall entitle the MARKFED to the following:-

- i) Stop requesting any trucks from the contractor for such period as deemed necessary by the Company.
- ii) Get the work done through any other party at the risk and the cost of the

- contractor. or
- iii) Recovery of liquidated damages from the pending indents till they are executed.
  - iv) The contractor shall have no claim for any interest with respect to any delay in payment of his interim or final bills or refund of security deposit or in respect of amounts which may be in MARKFED hands owing to dispute between the MARKFED and the contractor.

9. The contractor will be bound by the details/ undertakings furnished by it to MARKFED while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.

10. MARKFED reserves the right to terminate the Agreement during initial period also after giving 30 days notice to the Contractor.

11. The Contractor shall nominate a coordinator who shall be responsible for immediate interaction with MARKFED so that optimal services of the persons deployed could be availed without any disruption.

12. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and shall have no claim in MARKFED.

13. The Contractor's firm must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, GST etc. for clearing & transportation of fertilizers in any part of the State and the copies of the registration certificates should be submitted to MARKFED. The Contractor shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 at his own part and cost.

14. **Clearing & Transportation from Railway Station.**

The transport contractor will undertake the job of operation at Railway station starting from unloading from the wagons up to loading into the trucks. The transport contractor will be responsible for any demurrage / wharfage charges or any other related charges as may be imposed by the railways.

- a. The contractor will have to submit the acknowledgement of consignee within 07 days from the date of dispatch of material in order to ensure that material is delivered to correct consignee for the satisfaction of the MARKFED. In case of failure to submit the acknowledgement, the MARKFED may at its discretion, charge penalty @ Rs. 100/- per truck per week for the delay in submitting the acknowledgement for material so delivered to the maximum of the value of material.
- b. The contractor or their authorized representative shall remain in constant touch with MARKFED / Area Manager concerned or their office representative for information regarding the arrival of any rake / wagon etc at the rake point.

*Signature of the issuing authority.*

*Signature of the tenderer .*

*A. Prasad*  
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 OFFICER  
 MARKFED, ORISSA

- c. Before the commencement of unloading of material from the wagons, the contractor or his authorized representative along with MARKFED representative shall check the intactness of seals of wagons and shall report the matter to the railways, if the seals are found tampered with or broken.
- d. In the event of inclement weather, the contractor shall make adequate arrangement for tarpaulins to avoid damage of material.
- e. The contractor shall prepare wagon wise statement of material received at rake point and truck wise details of material transported in the prescribed Performa (to be provided by the MARKFED later on), as per dispatch plan given by MARKFED officials.
- f. The contractor shall ensure that no hooks are used by his workmen during unloading / loading and stacking process, otherwise, all shortages and cost of damaged bags / cost of re-bagging etc., occurring due to cut & torn bags will be booked to contractor.
- g. The contractor shall arrange to collect all the sweeping from wagons and platform and the same shall be stored in godown(s) separately on weighment basis. The weighment shall be got done in the presence of MARKFED representative.
- h. It will be the responsibility of the contractor to produce proof of shortage of bags in sealed intact wagons. Joint inspection report signed by representative of the MARKFED, transport contractor and goods clerk or any responsible railways official, where applicable will be the basis for fixing responsibility on the contractor.
- i. The contractor shall make necessary arrangement for safe custody and security of the material till its clearance from railway premises. Any pilferage / theft of the material will be to the contractor's account.
- j. The contractor shall be solely responsible for safe custody of fertilizers on behalf of MARKFED at the platform till the material is supplied to the consignee. In case of any loss / damages or shortage is found, the recovery from the contractor shall be effected at the price fixed by Government Of India, under New Pricing Scheme (NPS) in case of Urea & others at MRP plus subsidy (in case of decontrolled fertilizers) after adjustment of receipt if any. In addition to the above the MARKFED shall reserve the right to institute any criminal or civil proceedings in appropriate cases.
- k. Apart from the above, the contractor to comply with all the relevant LAWS.
- l. The contractor shall be responsible to secure compliance with all Central and State laws as well as the rules, regulations, bye-laws and orders of the local authorities and statutory bodies as may be in force from time to time.
- m. Quantity to be carried per truck will be in accordance with regulation of Motor Vehicle Act as applicable from time to time.

**Bribes, commission & corruption etc.:-**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or any one of their partners / Directors / Agents or servant or any one-else on their behalf to any officer, servant, representative or agent of the Corporation or any person on his or their behalf for showing or for bearing favour or disfavor to any person in relation to the contract, shall be subject to the cancellation of this contract or any other contract with Corporation also to payment any loss or

damage resulting from such cancellation by the contractor.

**15. Period of contract:-**

The contract shall remain in force for a period **from the date of execution of agreement up to a period of 24 (Twenty four months)** or such later date as may be decided mutually by the Managing Director & the selected bidder, but the Managing Director at his sole discretion, reserves the right:

- i. To extend the period of contract for any further period of maximum 3 months beyond the original contract period on the same rates, terms and conditions;
- ii. To terminate the contact at any time during its currency without assigning any reasons therefore by giving a 15 days' notice in writing to the contractor at their last known place of residence /business and the contractor shall not be entitled to any compensation by reason of such premature termination.
- iii. To award similar works on the basis of said contract on mutual agreement with other contractor in case of termination of agreement of the defaulting contractor.

**16. EMD of Rs. 1,50,000.00** ( Rupees one lakh and 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.**

- i) EMD shall remain valid for a period of 60 days beyond the final validity period of bid.
- ii) A bid received without EMD shall be rejected as non responsive at the bid opening stage and returned to the bidder.
- iii) The submission of EMD is compulsory all the bidders and no exemption will be granted for submission of EMD on any case.
- iv) EMD of lesser amount/ EMD not submitted in the manner prescribed above will be rejected.
- v) The EMD of unsuccessful bidder will be discharged / returned to them within 30 days after finalization of successful bidder, without any interest.
- vi) During the tenancy period, all recoverable dues of the contractor shall be to be collected (on intimation to the contractor) from its 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.
- vii) On acceptance of the tender, the successful tenderer shall be required to furnish the prescribed security deposit .
- viii) The Managing Director shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the entire period as is held by the Corporation.

*Signature of the issuing authority.*

*Signature of the tenderer .*

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ORISSA

- ix) The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms & conditions of the contract/agreement and on submission of a "No Demand Certificate", subject to such deduction from, the security as may be necessary for making good of the Corporation's claims against the contractor.
- x) In the event of premature termination of the contract the M.D, MARKFED shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claim for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.
- xi) The decision of the M.D, MARKFED in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. In the event of that any sum found not sufficient to cover up the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.
- xii) Whenever the security deposit falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

17. The transport Contractor shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the transport contractor.

18. The persons deployed by the transport Contractor should have good police records and no criminal case should be pending against them and affidavit to this effect shall be submitted at the time of deployment.

19. The persons deployed should be polite, cordial and efficient while clearing the assigned work and their actions should promote good will and enhance the image of the Office. The transport Contractor shall be responsible for any act of indiscipline on the part of the persons deployed.

**LEGAL:-**

20. The transport Contractor shall be solely liable to pay all statutory dues to the workmen engaged by him and no extra claim in this regard shall be payable by MARKFED during the currency of the Agreement. Any claim of the workman regarding Employees Compensation Act, or any other labour laws, MARKFED shall have no liability in this

regard.

21. The transport Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter amended / modified from time to time. Attested Xerox copies of such documents shall be furnished to MARKFED before payment of the Bills each & every month.

22. The transport Contractor shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of MARKFED or any other authority under Law.

23. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided to MARKFED.

24. In case, the transport Contractor fails to comply with any liability under appropriate law, and as a result thereof, MARKFED is put to any loss / obligation, monetary or otherwise, MARKFED will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

25. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract. If any loss or damage is caused to MARKFED by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of Contractor.

### **FINANCIAL**

26. EMD of **Rs. 1,50,000.00** ( Rupees one lakh and fifty thousand) only in the form of demand draft on any Nationalized Bank drawn in favour of MARKFED–Odisha payable at - ----- shall accompany with the bid' failing which the tender shall be rejected out rightly.. **The EMD is interest free.**

27. The Earnest Money Deposit (EMD) in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest.

*Signature of the issuing authority.*

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28. The successful bidder shall furnish Performance Security Deposit (PSD) of **Rs.5,00,000/-** (Rupees Five lakhs) only within 7 days of issue of intimation.
29. The successful bidder will have to deposit a Performance Security Deposit (P.S.D) of **Rs.5,00,000/-** (Rupees Five Lakhs) only in shape of Demand Draft from any Nationalized Bank drawn in favour of 'MARKFED-Odisha payable at -----in shape of B.G ( as per format prescribed by Govt.). 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**.
30. However, if the successful bidder fails to deposit PSD within stipulated period from the date of issue of award, the EMD deposited by him shall be forfeited without giving further notice.
31. If the selected transport Contractor fails to deploy the required vehicle & manpower on placement of order, the EMD shall stand forfeited, without giving further notice.
32. In case of breach of any terms and conditions attached to the agreement, the EMD /Performance Security Deposit of transport contractor shall be liable to be forfeited besides annulment of the Agreement.
33. The transport contractor shall raise the bill, in triplicate, along with performance report, delivery Challans & acknowledgement receipts duly certified by MARKFED employees & countersigned by Area Manager concerned in respect of the quantum of rakes handled & fertilizers received from rail head & transported to different units as per indent. As far as possible the payment shall be released within the succeeding month, unless until any emergency arises.
34. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the terms and conditions governing the contract, the M.D, MARKFED shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or costs incurred.
35. The nonperforming /defaulting contractor may be suspended/ banned from trade relation/black listed for a period up to 5 years based on the gravity of non-performance/default of the contractor, by the M.D, MARKFED, whose decision in the matter shall be final and binding.

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36. The M.D, MARKFED shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith in the event of breach of any of the terms and conditions of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the MARKFED due to the contractor's negligence or un-workman like performance of any of the services under the contract.

37. The contractor shall be responsible to supply trucks or any other transport vehicle for transport & carrying out any other services under the contract in accordance with the instructions issued by the M.D, MARKFED or any officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of trucks in due time, the M.D, MARKFED shall, at his sole discretion without terminating the contract be at liberty to engage other trucks etc. at the risk and cost of the contractors, who shall be liable to make good to the MARKFED all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby.

38. Any dispute on charges claimed by the transport Contractor will be at the discretion of the M.D, MARKFED.

39. The amount of penalty calculated @ 1000/- per day apart from penalty clauses enshrined in the tender document and it shall be deducted from its bills in the succeeding month.

40. M.D, MARKFED reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

41. In the event of any dispute arising in respect of the clauses of the agreement or its interpretation, the same shall be resolved through negotiation between M.D, MARKFED & Contractor. Alternatively, the dispute shall be referred to the Registrar, Cooperative Societies, Odisha, whose decision shall be final and binding on all parties.

42. The successful bidder will enter into an agreement with MARKFED on the above terms and conditions.

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*Signature of the issuing authority.*

*Signature of the tenderer .*

*A. K. Singh*  
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