

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



**Tender Notice, Detail Tender Call Notice (DTCN)  
for Letting Out of Godowns,  
Terms & Conditions, List of items  
( 29 Pages)**

**Price: Rs.1000.00 (Rupees One thousand) Only**

(Those who download the tender document from govt. of Odisha tender

Website should enclose a DD for Rs.1000.00 towards cost of tender for letting out of Godowns)

**MARKFED- ODISHA****(Orissa State Co-operative Marketing Federation Ltd.)****Old Station Road, Bhubaneswar-751006**

Tel. No.-(0674) 2310626 FAX No.-(0674) 2311149

e.mail: orissamarkfed@yahoo.com/ odishamarkfed@gmail.com

Tender Notice No- . Dt.

**TENDER CALL NOTICE**

Sealed Tenders (Two Bids) are invited from interested parties for letting out of Godowns of MARKFED-ODISHA. **For details please visit Government of Odisha Tender website ([www.odisha.gov.in](http://www.odisha.gov.in)) or MARKFED website ([www.markfedodisha.nic.in](http://www.markfedodisha.nic.in)).** Any revision, clarification, addendum, corrigendum, time extension etc. to the above mentioned tender notice will be hoisted on MARKFED web-site only. No separate notification shall be issued in press.

**Managing Director**

## **REQUEST FOR PROPOSAL(RFP)**

Odisha State Co-operative Marketing Federation Ltd.(MARKFED-Odisha), Old Station Road, Bhubaneswar-6 intends to let out its empty godowns at different locations in the State of Odisha for storing of materials as specified in “Scope of work “ of the Tender Document as per the list below on “As is where is Basis”. Interested Parties/Prospective Agencies/Organizations may apply in sealed cover addressing to the Managing Director, MARKFED-Odisha, Bhubaneswar super-scribing “Hiring of Godowns” in the letter head indicating period of hiring, rate per Sqft. and specific materials to be stored etc.. The successful tenderer has to make Security Deposit as would be decided at the time of signing of the agreement. The offer should reach the undersigned on or before 24<sup>th</sup> June-2020 by sealed envelope/cover. The undersigned reserves the right to accept or reject any or all offers without assigning any reason thereof.

### **A. Godowns(New)**

<b>Sl. No.</b>	<b>Name of the District</b>	<b>No. of Godowns</b>	<b>Total Area in Sqft.</b>	<b>Condition of the Godown.</b>
1	Balasore	1(One)	3000	Newly constructed
2	Bhadrak	1(One)	6000	Newly constructed
3	Cuttack	2(Two)	12000	Newly constructed
4	Dhenkanal	2(Two)	6000	Newly constructed

### **B. Godowns(Old)**

<b>Sl. No.</b>	<b>Name of the District</b>	<b>No. of Godowns</b>	<b>Total Area in Sqft.</b>	<b>Condition of the Godown.</b>
1	Cuttack (Jagatpur)	1(One)	6000	Empty
2	Cuttack (Jagatpur)	5(Five)	5810	To be vacated on 01.07.2020
3	Cuttack (Kulia, Salipur)	1(One)	3000	Empty
4	Balasore	3(Three)	4500+1500+6000	To be vacated on 01.07.2020
5	Bargarh (Attabira)	2(Two)	3000+1500	To be vacated on 01.07.2020
6	Bargarh (Barpalli)	2(Two)	3000+1500	To be vacated on 01.07.2020

For details please visit Government of Odisha tender web-site ([www.odisha.Gov.in](http://www.odisha.Gov.in)) and MARKFED-Odisha website ([www.markfedodisha.nic.in](http://www.markfedodisha.nic.in)).

Interested parties are advised to visit the aforementioned website for details and other conditions.

**Managing Director**

**CONTENTS OF TENDER DOCUMENT**

<b>Sl. No.</b>	<b>Description of Contents</b>	<b>Page Number</b>
1	Bid covering letter	6
2	Scope of work and general instructions for bidders	7 to 18
3	General terms and Conditions	19-20
4	Tender Application – Technical Bid	21
4(i)	Authorization letter (Ammexure-1)	22
5	Check list of Documents to be provided with the technical Bid in Chronological order for arrangement of documents	24
7	Declaration by Bidder	22
8	Application – Financial Bid	23
9	Draft Agreement format	25 to 29



**MARKFED-ODISHA**  
 OLD STATION ROAD, BHUBANESWAR-751006  
 Tel: - 0674-2310626, FAX-0674-2311149,  
 e-mail: [www.markfedodisha.nic.in](http://www.markfedodisha.nic.in)

**TENDER DOCUMENT**

**The Managing Director, MARKFED invites sealed Tenders from interested parties /prospective Agencies / Organization.**

---

**Important Information's:-**

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

- a. Period of issue of Tender Document :- **Date of publication in local daily news paper**
- b. Last Date and time for submission of Tender Document :-  
**24-06-2020 (2 P.M)**

**2. Mode of submission of Bid documents : Bid documents/tenders should be submitted by Courier/Speed post of Registered Post Only. Bids submitted by any other mode will not be accepted & rejected summarily.**

The bidders may also download the tender documents from the Tender website of Government of Odisha ([www.odisha.gov.in](http://www.odisha.gov.in))/ MARKFED website i.e. [www.markfedodisha.nic.in](http://www.markfedodisha.nic.in).

3. In such case, the Bidder is to attach a Demand Draft for Rs.1000.00 (Rupees one thousand) on any nationalized bank in favour of Odisha State Co-operative Marketing federation ltd. payable at Bhubaneswar alongwith the technical Bid.
4. The Bid document should reach the office of the undersigned at MARKFED Head Office, Old Station Road, Bhubaneswar -6 within the scheduled date and time or otherwise it will be treated as non-responsive Bid and shall not be opened for consideration by the opening Committee.
5. **Opening of Bid Documents”-**
  - a) Technical Bid on : 24-06-2020 at 3 P.M
  - b) Financial Bids of eligible technical Bidders on. 26-06-2020 to be intimated.
6. Cost of Bid documents: Rs.1,000.00(Rupees One thousand only) inn shape of D.D.
7. Period of contract :- 11 months

**BIDDER'S COVERING LETTER**

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

Ref: Tender No: \_\_\_\_\_

Dear Sir,

Having gone through and examined the terms & conditions of bid Document for 20202-21, specifications and with full understanding and its implications, the receipt of which is hereby duly acknowledged, we the undersigned confirm to take the Godown on hire basis shown in the scope of work and jurisdiction of contract attached herewith and made part of this.

We undertake that, ours is a \_\_\_\_\_ company/organization/Govt. Agency and if our offer is accepted, we shall to take the possession of the let out Godown in accordance with the time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall deposit the Security Deposit / 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 documents 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.10,000.00 (Rupees ten thousand)only & Rs.1000.00 (Rupees one thousand)only towards cost of tender paper.

Dated this ..... Day of June-2020(the month and year)

Signature of Authorized Signatory .....

In capacity of .....

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

## SECTION- I

### **1. SCOPE OF WORK AND GENERAL INSTRUCTION TO BIDDER:**

#### **1.1. Service:-**

To take the Godown/Godowns of MARKFED, located at different districts of Odisha for storing of goods/materials related to Agriculture and allied activities viz. Fertilisers seeds pulses, implements, Iron & Steel, cement and other agriculture requirement and other domestic and industrial requirements (other than inflammable/perishable/objectionable items).

#### **1.2. Period of Contract:**

Under normal circumstances the contract shall be valid for a period of 11 (eleven) months from the date of execution of the agreement. The tenancy period can be renewed for a further period of 3 (three) terms having duration of 11 (eleven) months each with mutual consent. The extension period would be decided by the M.D, MARKFED on request of the Tenant considering the honesty and loyalty in successful completion of the tenure as per terms and conditions of last agreement by the tenant. The extension of tenancy will be made on existing or revised terms and condition which entirely at the discretion of the owner (Managing Director, MARKFED-Odisha).

#### **1.3 Places of operation**

The list of Godowns along with technical specification is indicated below:-

### **SPECIFICATIONS OF THE GODOWN TO BE LET OUT**

<b>Sl. No.</b>	<b>Location of Godown</b>	<b>District</b>	<b>No. of Godowns</b>	<b>Area in Sqft</b>	<b>Condition of the Godown</b>	<b>Contact person for inspection of the Godown</b>
1	Bampada (Balasore)	Balasore	1(One)	3000	New	Area Manager, Balasore
2	Bampada (Balasore)	Balasore	1(One)	1500	Usable condition	Area Manager, Balasore
3	RMC Campus (Bhadrak)	Bhadrak	1(One)	6000	New	Area manager, Bhadrak
4	Bypass, Dhenkanal	Dhenkanal	2(Two)	6000	New	Area Manager, Dhenkanal

5	Jagatpur	Cuttack	2(Two)	12000	New	Area Manager, Cuttack
6	Kulia, Salipur	Cuttack	1(One)	3000	Usable condition	Area Manager, Cuttack
7	Jagatpur	Cuttack	5(Five)	5810	Usable condition	Area Manager, Cuttack
8	Bampada (Balasore)	Balasore	1(One)	1500	Usable condition	Area Manager, Balasore
9	Bampada (Balasore)	Balasore	1(One)	6000	Usable condition	Area Manager, Balasore
10	Bampada (Balasore)	Balasore	1(One)	1500	Usable condition	Area Manager, Balasore
11	Attapura (Bargarh)	Bargarh	2(Two)	1500+ 3000	Usable condition	Area Manager, Bargarh
12	Barpalli (Bargarh)	Bargarh	2(Two)	1500+ 3000	Usable condition	Area Manager, Bargarh

#### **1.4 Mode of payment of Rent:**

The monthly payment of rent will be collected in advance in shape of PDC (Post dated cheques) to be submitted by the tenant during Agreement. The tenant has to deposit 12 (twelve) nos of PDC to the Land-Lord for collection of Rent.

#### **2. INSTRUCTIONS TO BIDDERS:**

##### **2.1. Minimum eligibility conditions**

- a. The Bidder should be an Indian individual/ Co-operative organization/private enterprises/Self Help Group having its office in the state of Odisha and obtained GSTN from Govt. The individual should not be involved in any antisocial/criminal activities/offences.
- b. Have been registered with GSTN(Copy of registration certificate to be enclosed).
- c. Have PAN allotted to him by IT Department(Copy to be enclosed)
- d. Certificate of declaration regarding blacklisting or otherwise, if any.
- e. The bidder should furnish certificate of declaration regarding near relative/family members/ committee members of his in the federation.



## 2.2 **Mode of receipt of Tender:**

The bidders are requested to download the DTCN from the website “In such case the bidder is to attach a DD of Rs.1000/- (Rupees One thousand) only drawn any Nationalized Bank in favour of in OSCMF Ltd. payable at Bhubaneswar.

## 2.3. **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.

## 2.4. **Bid documents:**

Bid document includes:

- Notice inviting tender, Scope of work, Instruction of bidders
- General terms and conditions
- Bid purchase cost & EMD.
- Letter of authorization for attending bid opening
- Certificate for Non-Participation of near relative
- Agency details
- Technical and Financial Bid Documents.
- Specimen agreement
- Certificate of declaration regarding blacklisting or otherwise.

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

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

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

2.4.4. Any clarification/query raised by the bidder shall be responded by the Manager (E&A) Head Office and the concerned Area Manager, MARKFED of the respective district.

## 2.5 **Amendment to bid documents:**

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

2.5.1. The amendments will be updated on MARKFED website only.

2.6 No person shall be allowed to hire the Godown under tendering process, if She/He or any of Her/His family member has a commercial interest in business relating to MARKFED.

2.7. Bidders who have been black listed/debarred by any State/Central Agency will be ineligible and hence rejected.

2.8. If the proprietor/partner(s) of the Bidding firm/ any director of the agency have been convicted by a court of an offence and sentenced to imprisoned for a period of three years or more shall be treated as non responsive and hence rejected.

2.9. MARKFED reserves to right to reject any bid whose legal hire/partners have legal dispute with MARKFED.

## 2.10. **Rejection of incomplete & conditional tenders:**

The incomplete & conditional tenders will be rejected. Quoting unrealistic rates will be treated as dis-qualification.

## 2.11. **Non-transferability:**

The tender is non- transferable.

## 3. **Preparation of Bids:**

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

### 3.1. **Documents comprising the bid:**

The bid prepared by the bidder shall comprise the following components;

- Documentary evidence in accordance with clause 2.1 of section 1 establishing that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

- The cost of the tender paper Rs.1000/- (Rupees One thousand) only including GST in the form of Demand Draft drawn in favour of MARKFED-Odisha, payable at Bhubaneswar.
- EMD of Rs.10,000.00 (Rupees Ten thousand) only be furnished in accordance with the Clause.
- Bid form and price scheduled completed in accordance with respective clause as per Section-I.
- Letter of authorization for attending Bid opening as per Annexure.
- Check list – Annexure.
- Declaration regarding non-participation of any near / close relative -Annexure.
- Agency details / Certificate of declaration regarding blacklisting – Annexure.
- Copy of Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be.

#### 4. **Bid prices:**

The rate of rents should be quoted in Indian Rupees only in words as well as figures. GST & TDS as applicable should be taken into account for quoting rate per Sqft.

4.1 Only one rate should be quoted for each godown and if more than one rate is quoted under different options the rate quoted by him in the first option **only will be valid and considered for valuation.**

4.2 The rates should be valid for 11 months from the date of signing of the agreement with 5% hike on subsequent years. A bid submitted with an adjustable rate quotation will be treated **as non responsive** and will be rejected.

4.3 The successful bidder shall furnish S.D/Performance Guarantee (P.G) of 6(Six) month's rent within 7 days of issue of intimation.

**5. Bid Security / Earnest Money Deposit(EMD):**

5.1 EMD of Rs.10,000.00 (Rupees Ten thousand)only in the form of D.D from any Nationalized bank drawn in favour of OSCMF Ltd. payable at Bhubaneswar shall accompany with the bid. The EMD is interest free.

5.2 EMD shall remain valid for a period of 60 days beyond the final validity period of bid.

5.3 A bid received without EMD shall be rejected as non responsive at the bid opening stage and returned to the bidder.

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

5.5 EMD of lesser amount/ EMD non submitted in the manner prescribed will be rejected.

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

5.7 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/Agreement.
  - ii) Furnish the S.D/Performance Guarantee (P.G) within the specified time.
  - iii) The EMD of successful bidder will be adjusted towards Security Deposit on request of the bidder.

**6. Period of validity of bids:**

The bid shall remain valid and open for acceptance for a period of 30 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the owner as non responsive.

**7. Signing of the Bids:**

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

7.2 All entries in the bid form should be legible and filled in clearly.

If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.

7.3 The bid shall contain no interlineations, ensures of overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

**8. Submission of Bid :**

**Sealing, Marking & Submission**

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

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

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

**a.** The Technical bid alongwith bid security/EMD as indicated in clause 5.1 of these instructions to bidders.

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

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

The rates / prices of the items duly filled in and signed and stamped. The bidder must fill up quoted rent per Sqft for each godown.

8.2 The above two envelopes shall bear the name of the location of the Godown and district of MARKFED along with tender number, due date and time and shall be sealed in a third envelope (third envelope also should bear the name of the locations of the godowns and district as described above along with tender number, due date and time) and addressed to the Area Manager, MARKFED.

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

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

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

**9. Deadline for submission of bids**

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

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

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

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

**10. Bid Opening and evaluation :**

**Bid opening ;**

10.1. **Envelope No.1**- Containing the **Technical bid** along with cost of tender paper, bid security 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 receipt is not found as prescribed the bid shall be summarily rejected. The representatives are required to bring photo identity card issued by the concerned bidder and also a copy of the authorization as given in the Annexure.

10.2. **Envelope No.2** - Containing duly filled in **financial bid** indicating the rate of rent as given in Financial Bid statement shall then be opened.

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

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

**11. Process to be confidential :**

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

11.2. Any effort by the bidders to influence the owner in the process of the examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidders bid.

**12. Clarification of Bids:**

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

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

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

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

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

**14. Evaluation and Comparison of Bids :**

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

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

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

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

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

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



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

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

14.6.2. Incorrectly added totals will be corrected.

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

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

**15. Award of Contract:**

**Award Criteria**

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

**16. Right to accept / reject any or all Bids :**

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

**17. Notification of Award :**

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

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

17.3 Upon furnishing of Security Deposit(S.D) by the successful bidder in accordance with the provisions of clause-4.3 of Terms & Conditions of the tender , Managing Director/Concerned Area Manager, MARKFED will notify the unsuccessful bidders that their bids have been unsuccessful.

**18. Signing of Agreement:**

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the draft Agreement in accordance with form of agreement included in the Bid documents and submit the same to the Managing Director, MARKFED through the Area Manager concerned within a week from the date of receipt of notification of award. The Draft Agreement shall be returned to the successful bidder duly approved by Managing Director, MARKFED. The successful bidder, shall get the same engrossed, signed and execute at his cost as per T.P Act and send the same to the Area Manager concerned of MARKFED for execution.

**19. Annulment of the Award:**

19.1 Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the owner may make the award to any other bidder at the discretion of the owner or call for new bids.

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

## **GENERAL TERM AND CONDITIONS FOR LET OUT OF GODOWNS \_\_\_\_\_**

---

1. The agreement shall be for a period of 11 months subject to extension of time period maximum up to 3 terms with 11 months duration each on such terms and conditions as would be mutually agreed upon.
2. That the Land lord (MARKFED) shall let out its godown having area of \_\_\_\_\_ Sqft/ \_\_\_\_\_ MT capacity located at \_\_\_\_\_ in the district of \_\_\_\_\_ and the tenant shall take the Godown on rented basis for storing of \_\_\_\_\_ materials for a period of 11 months.
3. That the tenant shall pay gross rent in advance in shape of post dated cheques for which he has to deposit 12 nos of PDC to the Land-lord at the time of execution of Agreement. The godown Rent will be collected by the Land-lord in every month by 5<sup>th</sup> day of the month in encashing the signed cheque of the tenant from his Bank Account, for which the tenant has to maintain sufficient balance in his account. So that the godown rent for the said month can be collected. In case of cheque bounce for insufficient balance, penalty of Rs. 1000.00 (One thousand) only per day will be charged apart from initiation of legal action shall be taken against the defaulting tenant under N.I. act.
4. That notwithstanding the date on which the tenant has occupied the aforesaid godown the tenancy shall reckon from the date of taking over during the month accordingly to the English Calendar and terminate on the last date of month.
5. That the tenant shall not transfer his right over this deed of agreement or shall not sublet or deliver possession of the aforesaid godown or any portion thereof to any person who-so-ever without prior permission from the land lord.
6. That in the event, either party to the agreement desires to terminate the tenancy at any time prior to the period fixed under this agreement may do so by serving upon the other, a prior notice of one month (30 Days) clearly indicating his intension to do so on expiry of the period of notice.
7. That, the land lord shall be entitled to inspect and enter into the rented godown at all reasonable times of the duty hours of the days with prior intimation to the tenant.

8. That, the tenant shall be responsible for safe custody of his goods and assets kept in the above rented godown, the land lord in no way shall be responsible / liable for any damages/loss, theft etc., caused to the said goods/assets and the tenant shall have no right to claim compensation from the land lord in any manner.
9. The tenant shall insure its goods and assets through a recognized insurance company with intimation to the landlord.
10. EMD of Rs.10,000.00 (Rupees Ten thousand) only in form of DD from any Nationalized bank drawn in favour of MARKFED-Odisha payable at Bhubaneswar shall accompany with the bid. The EMD is so received is to be interest free and shall remain valid for a period of 60 days beyond the final validity period of the bid.
11. The successful tenderer will have to deposit Security Deposit equivalent to Six months' Gross Rent without interest in shape of Demand Draft from any Nationalized Bank Drawn in favour of Odisha State Cooperative Marketing Federation Ltd., payable at Bhubaneswar.
12. The EMD of the successful bidder will be adjusted towards the security deposit and the EMD of un-successful bidder will be refunded within a period of 30 days from finalization of the tender period.
13. No bid will be received / accepted after the expiry of the prescribed date and time for submission of the bids. Bids received, if any, by the MARKFED after expiry of the deadline/extended deadline for submission will be returned unopened to the bidder.
14. Managing Director may at his discretion extend deadline for submission of bids through issuance of a corrigendum for the reasons mentioned there in. In such 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.
15. The responsibility for submission for the bid in time should vest with the bidder.
16. E-mail/FAX/Other mode of offers will be treated as defective, invalid and rejected. Only detailed and complete bids received by speed post / Regd. Post prior to the closing time and date of the bids will be taken as valid.
17. No overwriting or cutting is permitted in the Bid Form. In such cases, the tender shall summarily be rejected.

**Technical Details of Bid**  
**(In the letter head of the Bidder)**

1. Name of the Bidder: \_\_\_\_\_
2. Status(Proprietor//Partner/Director) \_\_\_\_\_ :
3. Details Earnest Money Deposit: Rs.5,000.00 vide M.R No./D.D No. \_\_\_\_\_ Date \_\_\_\_\_ drawn on Bank \_\_\_\_\_.
4. Details Security Deposit: Rs \_\_\_\_\_ vide D.D No. \_\_\_\_\_ Date \_\_\_\_\_ drawn on Bank \_\_\_\_\_.
5. Full Address of Registered Officer: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-mail Address: \_\_\_\_\_
6. Name, Address & Telephone No. of Authorized officer / person  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Banker of the Bidder: \_\_\_\_\_  
7.1 Telephone Number of Banker: \_\_\_\_\_
8. PAN/GIR No.: \_\_\_\_\_  
(Attached attested Copy)
9. GST Registration No.: \_\_\_\_\_  
(Attached attested Copy of GST)

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

- i. Pages have been numbered, signed and stamped by the authorized person.
- ii. Original documents are to be produced by the bidder for verification on demand.
- iii. Duly filled in authorization letter as per format have been submitted for attending the bid opening (Original proof of Indentify may be produced on demand).

**Place:**

**Date:**

**Seal & Signature of the Bidder.**

**DECLARATION**

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

**Signature of authorized person**

**Date:**  
**Place:**

**Name:**  
**Seal**

**FINANCIAL BID FORMAT**

<b>Sl. No.</b>	<b>Name of the District</b>	<b>No. of Godowns required</b>	<b>Total Area in Sqft.</b>	<b>Rate quoted per Sqft</b>	<b>Total amount of rent quoted + GST @18%</b>
1	Balasore				
2	Bhadrak				
3	J.K Road				
4	Sambalpur				
5	Bargarh				
6	Cuttack				
7	Dhenkanal				

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

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

<b>SI No.</b>	<b>Document to be submitted</b>	<b>Page No.</b>
<b>1</b>	EMD of Rs. 10,000.00 in the form of D.D. from a Nationalized Bank.	
<b>2</b>	Cost of Tender Paper Rs.1000.00 in shape of demand draft.	
<b>3</b>	Letter of Authorization for attending Bid opening .	
<b>4</b>	Agency Details/ Tel No. M (No.) Addressing of the Bidder for corresponding.	
<b>5</b>	Copy of partnership deed/ proprietorship deed or articles/ memorandum of association.	
<b>6</b>	Copy of the GSTN Certificate obtained from the Govt of Odisha.	
<b>7</b>	Copy of PAN allotted to him by IT Department.	
<b>8</b>	Certification of declaration regarding near relating/ Family Members/ Committee Members in the Federation.	
<b>9</b>	Certificate of declaration regarding black listing.	



**DEED OF AGREEMENT**

THIS DEED OF AGREEMENT is executed on this day- BETWEEN The Odisha State Co-operative Marketing Federation Ltd.: (hereinafter called the "LAND-LORD" which expression unless repugnant to the context shall include its Board of Directors, Administrations and assignees), a Co-operative Society registered under the Bihar and Odisha Co-operative Societies, Act- 1935 having its registered office at Old station road, Kalpana Square, Bhubaneswar-751006 in the District of Khurda, (Odisha) and represented through its Managing Director. .... 'FIRST PART'.

AND

Sri \_\_\_\_\_ of M/s \_\_\_\_\_, S/o \_\_\_\_\_, aged about \_\_\_\_\_ years, inhabitant of \_\_\_\_\_ (hereinafter referred to as the "TENANT" which expressions unless repugnant to the context shall include his legal heirs, nominees and assignees)... .... 'SECOND PART'.

WHEREAS the said Land-Lord intending to let out its godowns located at different locations of the State of Odisha, floated tenders/invited EOI on dt.\_\_\_\_\_.

WHEREAS the Tenant being the successful bidder agreed to take the Godown of the Land Lord located at \_\_\_\_\_ having \_\_\_\_\_ Sqft plinth area on a monthly rented basis for a period of 11 months @Rs. \_\_\_\_\_ per Sqft per month totaling the rent of Rs.\_\_\_\_\_ excluding GST@18%, electricity and water charges extra as applicable, commencing from dt.\_\_\_\_\_ on "as-is where-is" basis for the purpose of storing of goods like \_\_\_\_\_.

The terms and conditions as agreed between the Land-Lord and the Tenant are stated below:

1. That the agreement is deemed to have been commenced from the dt. \_\_\_\_\_ and shall be in force for a period of 11 months. On expiry of the said period the party may however by mutual agreement extend the period of tenancy for a further period of 3 terms with execution of new agreement on such terms and conditions as would be mutually agreed upon subject to enhancement of rent and other terms and conditions owing to the prevailing market rate.
2. That the tenant shall pay gross rent in advance in shape of post dated cheques for which he has to deposit 12 nos of PDC to the Land-lord at the time of execution of Agreement. The godown Rent will be collected by the Land-lord in every month by 5<sup>th</sup> day of the month in encashing the signed cheque of the tenant from his Bank Account, for which the tenant has to maintain sufficient balance in his account. So that the godown rent for the said month can be collected. In case of cheque bounce for insufficient balance, penalty of Rs. 1000.00 (One thousand) only per day will be charged apart from initiation of legal action shall be taken against the defaulting tenant under N.I. act.
3. That the Tenant will deposit 6(Six)months rent in advance at its Head Office, MARKFED, Bhubaneswar towards security deposit with the Land-Lord which will not carry any interest and shall be refunded/adjusted at the end of the tenancy period or otherwise only after the Land-Lord gets back vacant possession of the godown and also after adjustment of dues if any.

4. That not-with-standing the date, on which the Tenant has occupied the godown, as aforesaid, the tenancy shall reckon from the 1<sup>st</sup> day of the month according to the English Calendar year and terminate on the last date of the month.
5. That the Tenant has got possession of the aforesaid godown from the Land-Lord in good condition with all fittings and fixtures attached to its in good running order from the Land-Lord through its authorized representative (Area Manager).
6. That the Tenant shall not transfer his right under this agreement or shall not sub-let or deliver possession of the aforesaid godown or any portion thereof to any person/Organization what's so ever. In case, the Tenant does the same, this agreement shall be treated as ipso terminated and the Land-Lord shall be entitled to take over possession thereof forthwith and shall be entitled to lock the premises with or without any articles or things may be in the aforesaid godown.
7. That the Tenant shall not use the premises of the aforesaid godown for any purpose other than that for which the godown is taken on rent except with the prior written consent of the Land-Lord. In case, the Tenant uses the godown for the purposes other than that for which it was let-out, the tenancy shall be deemed to be terminated and the Land-Lord shall be entitled to recover/take back possession thereof forthwith.
8. That the Tenant shall apply to the concerned authority of Electricity Department for connection of electric line installation of main switch, meter and PH Depart, for water supply line to aforesaid godown allotted to him. The cost for such charges shall be borne by the Tenant himself.
9. That the Tenant shall pay electricity rent and duties for the consumption of electricity energy that may be payable by him or imposed in respect of the aforesaid godown on or before the due date and shall intimate about the fact of such payment within seven days thereof to the Land-Lord every month on receipt of bills, in the event, the Tenant fails to pay the same, it shall be recovered from the Tenant out of his security deposit lying with the Land-Lord along with penalty, if any.
10. That the Tenant shall keep all the fixtures and fittings, attached to the said godown in good running condition and shall pay all charges, duties and taxes that may be payable as per Acts and Rules by him or imposed in respect of/out of the business of the Tenant in the premises.
11. The Tenant shall not be allowed to keep a books which are inflammable and objectionable other than the storage of goods mentioned in this agreement.
12. That Land-Lord agrees to pay the land revenue and the holding charges by the Municipality/NAC on the aforesaid premises. The concerned Area Manager shall take necessary steps for depositing of the taxes and levies in time.

13. That the Tenant shall not make any addition or alteration to the premises of the said godown and shall keep the said premises in good tenantable condition. In case of any damage to godown, the Tenant will bear the repair cost.
14. That the Tenant shall make minor repairs if required for the godown allotted to him at his own cost and expenses.
15. That the Tenant shall be responsible for safe custody of his goods and assets kept in the above godown of the Land-Lord and the Land-Lord in no way shall be responsible for any shortages /damages /loss/ theft/fire/flood/rioting/cyclone or any other natural or manmade accident/calamities etc. caused to the said goods/assets and the Tenant shall have no right to claim compensation from the Land-Lord in any Court of Law.
16. That it is the duty of the Tenant (SECOND PARTY) to ensure necessary and adequate Insurance coverage for the stocks stored by him.
17. That on termination of tenancy, the Tenant shall handover the godown allotted to him in good, sound & tenantable condition along with the fittings and fixtures attached to the godown in good and working condition, to the Land-Lord forthwith, failing which the cost will be recovered from out of the Security Deposit of the Tenant.
18. That in the event either party of the agreement desires to terminate the tenancy at any time prior to the period fixed under this agreement either party may do so by serving upon the other a prior notice of 30 (thirty) days clearly indicating the reasons of such termination.
19. That in case the Tenant holds over and does not deliver possession of the premises of the aforesaid godown on the expire of the period of notice or on termination of the tenancy by efflux of time, the Tenant shall be liable for the cost damages @ Rs.20,000/- (Rupees Twenty Thousand) only per month in addition to payment of monthly rent for the period he remains in possession and the Land-Lord shall take over possession of the said godown from the Tenant with all payments as aforesaid taking shelter of the appropriate Court of Law.
20. That in case the Tenant shall not give delivery of possession on expiry of the Tenancy period or expiry period of the notice to vacate the premises, his possession over the premises shall be treated as unauthorized/trespassers and he is debarred to use the premises and in that event action will be taken U/s-441-IPC(Odisha Amendment).
21. That the Tenant further agrees that in case of breach of any of the terms and conditions of this deed of agreement on his part, he shall forfeit all his rights and interests including forfeiture of security deposit under this agreement and the

Land-Lord in such case shall be entitled to take over possession of the premises of the godown from the Tenant without any intimation.

22. That the Tenant further agrees that in the event he fails to pay any sum payable under this agreement to the Land-Lord within the due date, the Land-Lord shall not-with-standing, any other remedy available to him under this agreement is also entitled to recover from the Tenant the said sum alongwith interest @ 18% per annum for the defaulting period.
23. That the Tenant must ensure that there shall not be any pollution in the premises of the aforesaid Godown as well as inside and outside of the entire premises of the Land-Lord. In case of any environmental pollution occurred that the Tenant shall be solely responsible and liable for the same as per law of the land and the Land-Lord shall not be in any way liable and responsible for the same.

**ARBITRATION CLAUSE**

That both Land-Lord and Tenant further agrees that all disputes and differences arising out of or any matter touching or concerning this agreement what-so-ever shall be referred to sole Arbitrator, the Registrar of Co-operative Societies, Odisha, Bhubaneswar or any other person appointed by Registrar, Co-operative Societies, Odisha and there shall be no objection to any such appointment and the award of such Arbitrator shall be final and binding on both the parties in all respects.

In witness thereof, the Land-Lord and the Tenant have executed this deed of agreement on this \_\_\_\_\_ shall be binding on them and their respective successors, heirs and assignees.

In presence of Witnesses:

.....

(LAND-LORD)  
(FIRST PARTY)

- 1.
- 2.

In presence of Witnesses:

.....

(Seal & Signature)  
(TENANT)  
(SECOND PARTY)

- 1.
- 2.



Annexure- 1

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

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

Pass port size  
photograph  
to be pasted

To  
The Managing Director  
MARKFED-Odisha,  
Bhubaneswar.

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 .

~~Authorization for at~~

(Signature & Seal of the bidder/ Director/ Proprietor)

**Note:-**

1. Only one representative shall be allowed.