

DETAILED TENDER DOCUMENT

ODISHA STATE CO-OPERATIVE MARKETING FEDERATION LTD.

(MARKFED – ODISHA)

BHUBANESWAR

At- Old Station Road.

Dist: - Khurda (Odisha), Pin-751006

Tel: 2310626, Fax: (0674) 2311149,

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

Website: www.odishamarkfed.nic.in



**Tender Notice, Detail Tender Call Notice (DTCN) for insurance coverage of fertilizers stocks stored at different godowns of MARKFED during 2019-20.
(1 to 26 Pages)**

Tender paper cost: Rs. 600.00 (Rupees six hundred only)

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

/ Markfed Website should enclose a DD for Rs.6,00. 00 towards cost of tender .

Signature of the tenderer .

MARKFED- ODISHA

(Odisha State Co-operative Marketing Federation Ltd.)

Old Station Road, Bhubaneswar-751006

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

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

Website: www.markfedodisha.nic.in

Tender Notice No—1057

Dated: 07.03.2019

TENDER CALL NOTICE

MARKFED invites sealed Tenders under Two bid system from Insurance Companies registered with IRDA having valid certificate for insurance coverage of Rs.50.00 (Fifty) crore (Rs.40.00 crore own stock & Rs.10.00 crore warehouse stock) Fertilizers stock stored at different godowns of MARKFED located throughout the State against the risk of Fire & allied perils, Earthquake, STFI, Terrorism cover (RSMTD), Burglary, House braking & theft. The bidders are required to submit the premium rates separately for each item as per terms and conditions of Floater Declaration Policy. The duly filled in bid documents should be sent through Speed Post/ Registered post only to reach this office by 2.00 P.M on 23.03.2019. The Technical bid will be opened on 23.03.2019 at 4.00 P.M & Financial bid of eligible technical bidder will be opened on 25.03.2019 at 3.00 P.M.

*For details, please visit **Government of Odisha Tender website** (www.odisha.gov.in) or MARKFED web-site (www.markfedodisha.nic.in).*

**Sd/-:
Secretary**

Signature of the tenderer .

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

TENDER DOCUMENT

The Managing Director, MARKFED invites sealed Tenders from reputed IRDA registered insurance companies for insurance coverage of fertilizers stocks stored at different godowns of MARKFED during 2019-20.

- (a) Period of issue/sale of Tender Document from 08.03.2019 to 23.03.2019
(upto 02.00 PM)
- (b) Last Date and time for submission of Sealed Tender Document Dtd.23.03.2019
(upto 03.00PM)

Tenders should be submitted by Speed Post or Registered Post Only. Tenders submitted by courier service or 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.

- (c) (i) Technical Bid on.. : 23.03.2019 at 04.00 P.M.
- (ii) Financial Bids of eligible Technical Bidders on : 25.03.2019 at 03.00 P.M.

Signature of the tenderer .

BIDDER'S COVERING LETTER**(In the Office Letter Pad of the Tenderer / bidder)**

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

Ref: Tender no: -----

Dear Sir,

Having examined the conditions of contract and specifications for undertaking various insurance covers required by the MARKFED for the Financial year 2019-20, including the Technical qualification, General Bid condition and Price Bid (schedule of rate) etc, the receipt of which is hereby duly acknowledged & confirmed. we the undersigned offer 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.

I _____(Name & Designation of Authorized signatory) of the _____(Name of the Company), am pleased to offer our Bid containing both our Technical Bid as well as the Price Bid (Schedule of Rates) with a view to undertake & execute the whole range of Insurance Policies, sought for by the MARKFED against various perils and in conformity with the said Bidding Document, for which we undertake to provide the desired insurance covers to the MARKFED at the Premium quoted by us in the Price Bid (Schedule of Rates).

We confirm and declare that we are registered with the Insurance Regulatory Development Authority (IRDA) for the purpose of doing the General Insurance Business.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents.

We agree to abide by this bid from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Signature of the tenderer .

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 Rs.6,00.00 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.....

The cost of bid document: Rs.600/-(Rupees. Six hundred)

Crossed D.D. no. datedDrawn on bank:
.....

Signature of the tenderer .

SCOPE OF WORK AND GENERAL INSTRUCTION TO BIDDER:**1.1. Service:-**

MARKFED, Bhubaneswar-751006 requires the services of reputed registered, well established and financially sound insurance Companies registered with IRDA having valid certificate for insurance coverage of Rs.50.00 (Fifty) crore (Rs.40.00 crore own stock & Rs.10.00 crore warehouse stock) Fertilizers stock stored at different godowns of MARKFED located through-out the State against the risk of Fire & allied perils, Earthquake, STFI, Terrorism cover (RSMTD), Burglary, House braking & theft. The bidders are required to submit the premium rates separately for each item as per terms and conditions of Floater Declaration Policy.

1.2. Period of Contract:

Under normal circumstances the contract for insurance coverage of Fertilizers stock stored at different godowns of MARKFED located through-out the State shall be valid for a period of one year from the date of execution of the Agreement for a period of one year from the date of issue of work order and it will be entirely at the discretion of The Managing Director, MARKFED-Odisha. The period of the contract can be further extended beyond the aforesaid period provided the requirement of MARKFED.

2. INSTRUCTIONS TO BIDDERS:**2.1 Minimum eligibility conditions**

Bidders should be efficient enough to cover the insurance risks-

Signature of the tenderer .

Details of Insurance Risks to be covered.

Sl. No	Name & Type of policy	Brief description of Risk(s)	Total Sum to be Insured
1	Fire & allied perils	Fertilizer stock stored in godowns at various locations of MARKFED in the State on Floater Declaration basis.	Rs. 50.00 crore
2	Earthquake	-do-	
3	STFI	-do-	
4	Terrorism cover (RSMTD)	-do- With Add-on cover for Terrorism	
5	Burglary and House braking & theft.	-do-	

1. The period of Insurance coverage for the financial year 2019-20 i.e for the period commencing from 1st April 2019 to 31st March 2020.

2. The bids are to be submitted in two parts :-

Part – I Containing “Technical Bid”

Part – II Containing “Price Bid”

2.1 Therefore the BIDDER shall have to submit their “Technical Bid” and “Price Bid” separately.

- a. Be an Indian company/firm financially sound, engaged in providing for insurance coverage of Fertilizers stocks stored at different godowns of MARKFED situated throughout the State of Odisha (List of godowns enclosed).
- b. An experienced insurance Company having good track record and client satisfaction of insurance coverage of Fertilizers stocks stored at different godowns.
- c. Copy of the Goods Service Tax Registration Certificate;
- d. Certified extracts of the Bank Account containing transactions during last three years.
- e. Certificate of declaration regarding blacklisting or otherwise.

Signature of the tenderer .

2.2 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.

3. Bid Evaluation Criteria

The BIDDER will have to qualify in the Technical Bid for being considered eligible for the opening of his Price Bid. BIDDER must fulfill the eligibility criteria as prescribed in Technical Bid and furnish the required documents / information.

The Price Bids would be evaluated on the basis of the lowest total premium quoted for the insurance policies. In case of same rate of premium it will be decided on toss of coin. However, the decision of the Managing Director, MARKFED will be final and binding on both the parties.

4. One Bid per BIDDER

One Insurance Company is expected to submit only one Bid and in the event of receipts of multiple Bids from one insurance company, Lowest of them (Price Bid) will be considered.

5. Cost of Bidding

The BIDDER will have to bear all costs associated with the preparation and submission of Bid, and the MARKFED will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6 Bidding Document :

6.1 Contents of Bidding Documents

The BIDDERS are expected to go through the instructions, terms & conditions, forms and the specifications contained in the bidding documents. The bidding documents for invitation for Bids together with all its attachments shall be considered to have been read, understood & accepted by the BIDDERS. Failure of the BIDDER in furnishing any information ought to be furnished in the bidding document may render the Bid liable for rejection.

6.2 Clarification of Bidding Document

Any prospective BIDDER desirous of seeking any clarification with regard to the contents of the bidding documents may contact MARKFED office (Development Officer, Tel. Num.8249201441 & Manager (Input), Tel. Num. 9937120988, Fertilizer section, MARKFED) from 10.00 A.M to 5.00 P.M on any working day.

Signature of the tenderer .

The BIDDER may note that no change / modification in the bid would be entertained after the submission of Bids.

7. Preparation of Bid :

7.1 Documents comprising Bid

The Bid prepared by the BIDDER shall comprise of the following:-

7.1.1 Technical Bid

Technical Bid should contain all the documents mentioned against each item in format at No-4 above available on the website (www.odisha.gov.in) and MARKFED web-site (www.markfedodisha.nic.in).

7.1.2 Price Bid

Prices must be filled in the format of Price Bid (Schedule of Rates) as at Format-II above. Price quoted should be exclusive of GST. GST rate should be clearly mentioned.

GST shall be paid extra at applicable under GST law under GST regime, the BIDDER is required to correctly and timely disclose/upload the details of output supplies to MARKFED as per GST rules in his GST return. Non-compliance would result to mismatching of claims & denial of input tax credit to MARKFED. Notwithstanding anything contained in agreement / contract, in case of such default by the BIDDER, the amount of input tax credit to MARKFED along with interest and penalty shall be to the account of the BIDDER.

Rates quoted by the BIDDER, shall remain firm, fixed & valid until the completion of the contract or expiry of the policy period, and will not be subject to any variation on any account, whatsoever. For any additional coverage to be taken during the contract period, proportionate premium shall be paid at the same rate.

The BIDDER shall ensure that the premium is quoted by them both figures as well as in words, and there is no discrepancy or variation between them and, in case of any discrepancy or variation between them, the lowest of the two amounts will be considered as the valid amount.

7.2 Conditional Bid

Conditional bids will not be entertained and will be summarily rejected.

7.3 Bid Currency

BIDDERS should submit their Price Bid only in Indian rupees (INR).

Signature of the tenderer .

7.4 Bid Validity

All the BIDDERS shall keep their bids valid for a period of 60 days from the date of opening of Price Bids, and the Bid valid for a shorter period would be liable to be rejected as non-responsive.

7.5 Zero Deviation

The BIDDER should note that this is a Zero Deviation Bid and the Bids submitted by them should be based on terms & conditions indicated in the tender document.

7.6 Format of Financial Credentials

(Amounts in Crore Rupees)

SI.No	Particulars	2015-16	2016-17	2017-18
1	Gross Written Premium			
2	Market Share (in %)			
3	Net Worth			
4	Profit Before Tax			
5	PSU Accounts (% of GWP)			

Financial Bid

Insurance Item	Rate of premium	GST	Total

7.7 Payment against claims

The MARKFED shall get the survey report as per the following timeline and make the payment of the claim within 7 days from the date of final survey report.

MARKFED Claim Amount (Rs. / Lakh)	Time period for submission of final survey report by Surveyor to insurance company
Upto Rs.5.00 lakh	10 days
Above Rs. 5.00 lakh and upto Rs.10.00 lakh	15 days
Above Rs.10.00 lakh and upto Rs.50.00 lakh	20 days
Above 50 lakh	30 days

Signature of the tenderer .

8. The Bid documents for this Bid is available in the office of MARKFED, Odisha which on payment of Rs.600/-. The same shall also be download from Govt. website (www.odisha.gov.in) and MARKFED website www.markfedodisha.nic.in. The Bid document to be downloaded will be accompanied with D.D of Rs.600/- in favour of MARKFED, Odisha payable at Bhubaneswar on any Nationalized bank.

8.1 If any BIDDER submits any false/forged information/document or if any BIDDER backs out from its offer or alerts / modifies his bid after expiry of the time and date of submission of bids, the same will not be considered and their bid would be summarily rejected and MARKFED reserves the right to debar the BIDDER from participating in similar bids for the next two years. Further MARKFED may inform IRDA in such eventually for taking appropriate action by them against such defaulting insurance company.

8.2 In case the date of opening of bid is subsequently declared as holiday, the bid will be opened on the next working day at the appointed time.

9. 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. Bids received, if any, by the MARKFED after expiry of the deadline/extended deadline for submission will be returned unopened to the bidder.

9.1 Managing Director 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.

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

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

Signature of the tenderer .

10. Modification & Withdrawal of Bids

No bid would be permitted either to be modified or withdrawn after the expiry of the date and times for submission of bids or allowed to be withdrawn during the intermittent period between the date & time for submission of bids and expiry of the bid validity period as specified in the bidding document. Such bid will be rejected besides action shall be taken against the BIDDER.

11. Opening & Evaluation of Bids :

11.1 Process of Opening & Evaluation

Technical Bids of all the BIDDERS shall be opened on the date and time mentioned in the Tender Notice. BIDDER's authorized representatives may remain present during opening of the Bids. The Authorized Representative has to submit an authorization letter in the prescribed format before the committee.

After Technical Bids are evaluated as per terms & conditions of Bid documents, Price Bids of only those BIDDERS, who fulfill the prescribed technical criteria as per Clause No.4 above and have submitted required documents as mentioned , would only be opened on the date and time notified for that purpose. The Price Bids of the BIDDERS not found to be technically qualified, would not be opened.

11.2 Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of Bids, MARKFED will determine whether the Bids are substantially responsive to the requirements of the bidding document. Any Bid submitted by a BIDDER shall be considered as non-responsive and rejected if material deviations are observed.

11.3 Further evaluation of Stage : Technical Bid

- (a) MARKFED shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying condition of the tender.
- (b) MARKFED if necessary, can ask the tenderer for any specific clarification relating to qualifying document/condition or can seek missing document(s) within the specified time.
- (c) MARKFED can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- (d) The tender has the option to respond or not to respond to these queries.
- (e) The response of the BIDDER shall be in written & no change in price or substance of the tender shall be sought, offered or permitted.

Signature of the tenderer .

12. Process to be confidential

Any effort by any BIDDER to influence the MARKFED's bidding process or the award decisions, in any manner, shall render the Bid submitted by such BIDDER liable to rejection.

12.1 It is reiterated that any effort on the part of any BIDDER to influence the MARKFED either in the matter of comparison or evaluation of bids or the award of contract, may render the Bid submitted by such BIDDER liable to rejection.

13 Award of Insurance Contract

Subject to Clauses MARKFED shall award the contract of its insurance work to the successful BIDDER, who's Technical Bid has been found to be substantially responsive and the Price bid determined as the Lowest. The successful BIDDER will have to sign all the pages of tender document before award of work.

MARKFED reserves the right either to accept or to reject any of the Bids, at any time prior to the award of contract, without assigning any reason whatsoever, and shall not incur any liability to the affected BIDDER(s).

13.1 Notification of Award

Prior to the expiry of the bid validity period, MARKFED would notify the successful BIDDER in writing that his / her bid has been accepted. The notification of award of contract will constitute the formation of the contract.

13.2 Signing of Service Level Agreement (SLA)

After the award of Contract by MARKFED the successful BIDDER shall enter into and sign a Service Level Agreement (SLA) with MARKFED giving complete details of the service parameters agreed by them, within a period of 15 (fifteen) days from the date of receipt of communication of the award of contract from MARKFED.

13.3 Sum Insured

MARKFED may, at its sole discretion, increase or decrease the initial sum to be insured depending on its actual requirement and the amount of insurance premium payable for various insurance policies would get increased or decreased accordingly.

14. Miscellaneous Provisions

- a. BIDDER shall quote for entire range insurance policies item wise sought by MARKFED.
- b. In case of any dispute with regard to evaluation of bids or the award of insurance work of MARKFED the decision of the Managing Director, MARKFED shall be final and binding of all concerned.
- c. In respect of floater declaration policy on stock, cover is taken on estimated value of stocks as shown in the bid document.

Signature of the tenderer .

- d. The BIDDER shall keep the policies in force for full financial year i.e from 1st April 2019 to 31st March 2020 both days inclusive midnight to midnight and the same shall not be allowed to be cancelled during the currency of the policy period.
- e. The BIDDER, if found successful and thus selected, will have to sign a contract agreement in the prescribed proforma.

15. **Annulment of the Award:**

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

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

---XXXXXXXXXXXX---

Signature of the tenderer .

Format of Technical Bid.**Format-I**

Sl. No	Particulars		
1	BIDDER Name :		
2	Registered or Corporate Office Address :		
3	Year of Incorporation :		
4	Number of year in operation :		
5	Address for communication (if not same as in 2 above) :		
6	Telephone Numbers :		
7	Fax No.		
8	E-mail Address for communication :		
9	Name of Contact Person :		
10	His/her Mobile Number :		
11	Registration with IRDA	No. _____ Date. _____ Valid upto _____ :	Scanned copy of document evidencing renewal
12	Net Worth as on 31.03.2018	Rs. _____ Crore	Scanned copy of relevant page of Annual Report
13	Copy of power of Attorney/authorization by appropriate competent Authority of the Company to sign the Bid document as required under eligibility criteria Format –I(a).		Scanned copy duly signed to be uploaded
	Name of PSUs or Company, whom BIDDER has given one Insurance Cover of at least Rs.1.00 crore in each year during Last 2 years.		Scanned copy of Insurance policies issued to clients for the relevant years
	2017-18: Client Name. _____ Sum Insured _____	Rs. _____ Lakh Period: _____	
	2018-19; Client Name. _____ Sum Insured _____	Rs. _____ Lakh Period: _____	
14	Confirm whether quoted for all the policies as per terms & conditions of tender documents and in accordance with IRDA Guidelines.	Yes / No	
	Confirm integrity pact duly signed		Scanned copy duly signed to be uploaded
15	Acceptance of all terms and conditions of the tender documents in Format--II		Scanned copy of Form F-2 duly signed by authorized signatory to be uploaded

Place : _____
Date : _____

Signature of the tenderer .

Technical Bid**Format I(a)**

Technical Bid should cover the **eligibility criteria** mentioned in the document under general terms & conditions.

- a. The BIDDERS should have been in general insurance business for more than five years on the date of opening of bid and is registered with IRDA – copies of certificate in that regard to be furnished.
- b. The BIDDER should have solvency margin of not less than 1.50 in any three financial years during preceding 5 financial years i.e 2013-14, 2014-15, 2015-16, 2016-17 & 2017-18 – (copies of the documentary proof to be attached).
- c. The BIDDER should have minimum Net worth of Rs.250.00 crore as on 31.03.2018 – copy of document to be attached.
- d. The BIDDER should give the insurance cover of sum insured of amount to other related Institution – copy of the document.
- e. BIDDERS should submit last three years I.T Return.
- f. BIDDER should have valid GST registration number – document to be furnished.
- g. BIDDER should submit the signed integrity pact as per format attached duly signed by authorized signatory.
- h. BIDDER should furnish a covering letter in prescribed format attached for acceptance of all terms & conditions of tender documents, pre contracts integrity Pact etc.

Company Seal & signature

Name:----- Designation-----

Mobile No.-----

Signature of the tenderer .

FINANCIAL BID**Format-II**

- a. The price BIDDER is to quote rate for all policies. Bids with partial quotes i.e not quoting rates for all the policies will be **summarily rejected.**
- b. The BIDDER to quote the premium rates separately for each item mentioned here along with other terms & condition of floater declaration policy.
- c. Details of Insurance Premium Rate quoted.

Sl. No	Name & Type of policy	Brief description of Risk(s)	Total Sum to be Insured	Premium rate quoted (in Rs.)
1	Fire & allied perils	Fertilizer stock stored in godowns at various locations of MARKFED in the State as per list enclosed on Floater Declaration basis.	Rs. 50.00 crore	
2	Earthquake	-do-		
3	STFI	-do-		
4	Terrorism cover (RSMTD)	-do- With Add-on cover for Terrorism		
5	Burglary and House braking & theft.	-do-		

- d. BIDDER to clearly specify the time required for settlement of claim.

**Seal &Signature &
Seal of the bidder with Date.**

Name:-----

Designation-----

Mobile No.-----

Signature of the tenderer .

Annexure- 1

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____ Dated: _____

To

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

Subject: Authorization for attending bid opening on _____ (date) in providing insurance coverage for fertilizer stocks stored in different godowns of MARKFED.

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.

1. (Specimen Signature of the Authorized person)

Name:

The signature of Sri _____ is attested.

(Seal & Signature of the bidder)

Note:-

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

Signature of the tenderer .

Annexure- 2.

DECLARATION

1. I,Son / Daughter
/ Wife of Shri, aged
about.....Proprietor/ Partner / Director/ authorized signatory of the
bidder company / firm, 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.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

Signature of the tenderer .

Annexure-3

CERTIFICATE OF DECLARATION

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. of Government Company/Govt. Deptt. from participating in the tender.

In case at any stage, it is found that the information given by me is false /
incorrect, MARKFED-Odisha shall have the absolute right to take any action as deemed
fit/without any prior intimation to me.

Sign:

For and on behalf of the Bidder

Name : _____

Seal:

Signature of the tenderer .

DRAFT CONTRACT AGREEMENT

CONTRACT AGREEMENT

General

This contract Agreement (hereinafter called the integrity Pact) is made on _____ day of the month of _____ between on one hand, the Odisha State Co-operative Marketing Federation Ltd (MARKFED - Odisha), Old station road, Bhubaneswar-6 represented by its Managing Director (hereinafter called the “MARKFED” which expression shall mean and include, unless the context otherwise requires, his successors in office and assignee) of the First part

M/s _____ represented by Sri _____, (Name of the authorized signatory) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the MARKFED proposes to appoint Insurance company (s)M/s. _____ (BIDDER) to provide insurance cover for depositors stock and MARKFED assets etc. at various locations and the BIDDER is willing to provide the insurance coverage as per work order issued and the terms and conditions of the tender of MARKFED.

WHEREAS the BIDDER is a public Ltd. company / Government undertaking constituted in accordance with the relevant law in the matter and the MARKFED is a State level Cooperative organization governed under OCS Act & Rules.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the MARKFED to obtain the desired said work at a competitive price with conformity with the defined specifications by avoiding the high cost in the interest of the farmers of the State.

Signature of the tenderer .

The parties hereto hereby agree to enter into this integrity Pact and agree as follows.

Declaration

1. Commitment of the MARKFED
 - 1.1 MARKFED undertakes that no official of the MARKFED connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation contracting or implementation process related to contract.
 - 1.2 MARKFED will, during pre contract stage, treats all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDERS in comparison to other BIDDERS.
 - 1.3 All the officials of the MARKFED will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such officials is reported by the BIDDER to the MARKFED with full and verifiable facts and the same is prima facie found to be correct by the MARKFED, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be intimated by the MARKFED and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by the MARKFED the proceeding under the contract could not be stalled.

3. Commitment of BIDDERS

The BIDDER commits itself to take all the measure necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following.

Signature of the tenderer .

- 3.1 The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MARKFED connected directly or indirectly with the bidding process or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contacting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees ,brokerage or inducement to any official of the MARKFED for other wise in procuring contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the MARKFED for showing or forbearing to show or disfavor to any person in relation to the contract or any other contract with the MARKFED.
- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the MARKFED or their family members, against, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the MARKFED as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

Signature of the tenderer .

- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the MARKFED, or alternatively, if any relating of an officer of the MARKFED has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MARKFED.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the MARKFED to take all or any of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the

Signature of the tenderer .

MARKFED resulting from such cancellation/rescission and the MARKFED shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (iv) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

6.1 The MARKFED will be entitled to take or any of the actions mentioned above and also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.2 the decision of the MARKFED to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

Validity

7.1 The validity of this Integrity Pact shall be from the date of its signing of contract i.e _____ to one year. In case BIDDER is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the contract or as would be decided by the Managing Director, MARKFED.

Arbitration

Both the Authority and the Insurance provider agree that all disputes and differences arising out of or any matter touching the terms and conditions of this Agreement 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 respects.

Signature of the tenderer .

In witness thereof, the Authority (MARKFED) and the Insurance Provider have put their signatures with seals accepting the terms and conditions laid down in the agreement on this _____(date), which shall be binding on them and their respective successors, representatives, legal heirs and assignees.

The parties hereby sign this Integrity Pact at _____ on _____

MARKFED

BIDDER

Name of the Officer & Designation

Name of the Officer & Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____



Signature of the tenderer .

List of Godowns

Sl.No	District	Name of the Godown (Location)	Nos	Capacity in M.T	Sl.No	District	Name of the Godown (Location)	Nos	Capacity in M.T
1	Balasore	Balasore	7	3500	38	NUAPADA	Nuapada	2	700
2		Jaleswar	1	500	39		Khariar	2	1000
3		Tudigadia	1	285	40	KEONJHAR	Keonjhar	2	2000
4	BHADRAK	Bhadrak	2	2000	41		Anadapur	1	185
5		Chandbali	1	400	42		Champua	1	250
6		Kothar	1	60	43	KORAPUT	Jeypore	3	3000
7		Naikanidihi	1	200	44	MALKANGIRI	Malkangiri	2	1000
8	BOLANGIR	Bolangir	2	2000	45	NOWRANGPUR	Nowrangpur	1	1000
9		Titilagarh	1	250	46		Umerkote	1	1000
10		Patnagarh	1	500	47	RAYAGADA	Rayagada	1	1000
11	SONEPUR	Sonepur	1	500	48	MAYURBHANJ	Baripada	1	1000
12		Dunguripalli	2	2000	49		Betnoti	1	500
13		Biramaharajpur	1	375	50		Rairangpur	4	1000
14	CUTTACK	Cuttack (Jagatpur)	4	4000	51		Udala	1	250
15		Athagarh	1	250	52		Karanja	1	250
16		Salipur	3	1500	53	KANDHAMALA	Phulbani	1	250
17	JAGATSINGHPUR	Ichhapur SCS	1	250	54		Raikia	1	100
18		Raghnathpur	1	250	55	BOUDH	Boudh	2	2000
19	JAJPUR	Jajpur road	1	1000	56	PURI	Nimapara	2	1000
20		Guhali	1	100	57		Sakhigopal	1	500
21		Rasulpur	1	200	58	KHURDA	Jatni	2	2000
22		Narasinghpur	1	500	59	NAYAGARH	Nayagarh(TDCC)	1	500
23	KENDRAPARA	Pattamundai	2	1000	60	SAMBALPUR	Sambalpur	1	1000
24	DHENKANAL	Dhenkanal	7	3000	61		Kuchinda	5	1500
25		Hindol Road	1	1000	62		Bamara	1	750
26		Kamakhyanagar	1	350	63		Naktideul	1	250
27	ANGUL	Angul	1	1000	64		Sahaspur	1	500
28		Chhendipada	1	250	65	BARAGARH	Baragarh	3	3000
29	GANJAM	Jagannath pur	10	6000	66		Attabira	3	750
30		Bhanjanagar	3	1500	67		Barpalli	5	1250
31	GAJAPATI	Parlakhemundi	4	3000	68		Padmapur	1	500
32	KALAHANDI	Kesinga	5	4360	69	DEOGARH	Deogarh	1	500
33		Narla	1	50	70		Reamal	1	250
34		Junagarh	3	1500	71	JHARSUGUDA	Jharsuguda	2	2000
35		Dharmagarh	1	50	72		Kanaktora	1	50
36		M-Rampur	1	350	73	SUNDARGARH	Sundargarh	2	1000
37		Jaipatna	1	250	74		Raurkela	1	1000
					75		Banei	1	500
							Total	142	79565