

# 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@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 providing personnel by  
Manpower Service providing Agencies  
(1 to 43 Pages)**

**Cost of Tender document: Rs. 3,000.00**

(The Tender document can be downloaded from Govt. of Odisha Tender website / MARKFED website and Cooperation Deptt. website and should enclose a D.D for Rs.3000.00 towards cost of tender (bid) document).

*Signature of Issuing Authority*

*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@gmail.com](mailto:odishamarkfed@gmail.com)

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

Tender Notice No **3415** / EG /08/2018-19(Part).

Dated: 28.10.2020

### **TENDER CALL NOTICE**

Sealed Tenders (Two Bids) are invited from registered Manpower Service Providing Firms / Agencies for providing services of personnel for the year, 2020-21 to be deployed in branches of Area Offices, Unit Offices, purchase centres, godowns & Head Office of MARKFED for a period of one year. **For details please visit Government of Odisha Tender website ([www.odisha.gov.in](http://www.odisha.gov.in)) or MARKFED web-site ([www.markfedodisha.nic.in](http://www.markfedodisha.nic.in)) or Cooperation Department, Government of Odisha website ([www.coopodisha.in](http://www.coopodisha.in)).** Any revision, clarification, addendum, corrigendum, time-extension etc. to the above mentioned tender notice will be hoisted on the above mentioned websites only. No separate notification shall be issued in the press.

**Sd/-**  
**Managing Director**

*Signature of Issuing Authority*

*Signature of the tenderer .*

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

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**TENDER DOCUMENT**

**The Managing Director, MARKFED invites sealed Tenders from reputed registered Manpower Service Providers/ Agencies for providing Services of personnel to MARKFED.**

**IMPORTANT INFORMATION:-**

**1. Name of the work: Providing services of Personnel to MARKFED on Out-Sourcing basis.**

**1. (a) Availability of Tender Document (can be downloaded from Government of Odisha Tender website ([www.odisha.gov.in](http://www.odisha.gov.in)) or MARKFED web-site ([www.markfedodisha.nic.in](http://www.markfedodisha.nic.in)) or Cooperation Department website ([www.coopodisha.in](http://www.coopodisha.in))).**

**1.(b) Last Date and time for submission of Sealed Tender Document on 19.11.2020 (upto 02.00PM)**

**1. ( C ) Mode of submission of tender:-Tenders addressed to the Managing Director , MARKFED should be submitted by 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.**

**2. Technical Bid to be opened on : 19.11.2020 at 03.30 P.M.**

**3. Presentation on Technical Bid and evaluation: 20.11.2020 at 3.30 PM.**

**4. Financial Bids of eligible Technical Bidders to be opened on: 21.11.2020 at 12.30 P.M.**

**5. Contract period : 1 (One) year from the date of commencement of Agreement.**

**6. Cost of Bid document:-Rs. 3,000.00 (Rupees three thousand only).**

**XXXXXXXX**

*Signature of Issuing Authority*

*Signature of the tenderer .*

### **CONTENTS OF TENDER DOCUMENT**

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<b>4.</b>	Tender Application - Technical Bid	
<b>4 (i)</b>	Declaration by the bidder (Annexure-1)	
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***Signature of Issuing Authority***

***Signature of the tenderer .***

## **BIDDER'S COVERING LETTER**

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

Ref: Tender no: ---/ EG/ 08/2018 -19 (Part) dated -----/-----/2020.

Dear Sir,

Having gone through and examined the terms & conditions of bid document for 2020-21, 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 registered 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.3,000/-**(Rupees ..... ) only vide crossed D.D. no. .... dated ..... Drawn on bank: .....&  
**EMD of Rs.3,50,000.00** ( Rupees.....) only vide D.D No----- dated----- drawn on -----.

***Signature of Issuing Authority***

***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 Manpower Service Providers to provide services of personnel on contract basis in all branches, Area Offices, Paddy Procurement Units & godowns of MARKFED throughout the State as per requirement for day to day work as would be assigned to them.

**1.2. Period of Contract:**

Under normal circumstances the contract for providing manpower shall be valid upto one year subject to performance based renewal extension each year maximum upto 3 years..The period of contract may be extended beyond the Agreement period provided in the requirement of MARKFED for manpower persists at that time or may be curtailed / terminated before the existing of the Agreement period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider 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 Service Provider specifying reasons thereof. However, no formal notice will be sent to the SPA on completion of Agreement period.

**1.3. Requirement of man power:**

MARKFED has at present tentative requirement of 55 out-sourced personnel at Head Office & other unit offices. Out of which, DEOs - 42, Security personnel- 10, J.E- 2 Nos. and one Agril (exten.) The requirement mentioned above is purely indicative only. It may vary from time to time as per requirement of job / organization. There may be addition / deletion of categories and number of requirement.

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## 2. INSTRUCTIONS TO BIDDERS:

### 2.1 Minimum eligibility conditions

#### Bidders should-

- a. Be an Indian company/firm/ Agency financially sound, engaged in providing manpower/ provide services of personnel on contract basis to all units like Area Offices, Procurement Units (PSS), S.E plant, G.F. Plant, Bargarh, Cold Stores & godowns of MARKFED throughout the State as per requirement for day to day work as would be assigned to them by the office of MARKFED, situated at Old-station Sq. Bhubaneswar -6 within 2 to3 working days or earlier as per terms of placement of order.
- b. Copy of valid Registration Certificate as per existing norms, indicating legal status i.e. company/partnership firm /proprietorship etc. to be produced for verification on demand.
- c. An experienced Service providing Agency having good track record and client satisfaction of supplying the manpower/ personnel (proof of experience of at least 3 years in supplying manpower to Govt. Deptt / Govt. Agencies to be submitted).
- d. Have been registered with GST Authorities.(Copy of GST registration Certificate to be enclosed).
- e. Have PAN/ TIN/GIR allotted to them by concerned Department (Copy of Valid PAN/ TIN/GIR to be enclosed).
- f. Copy of the I.T. Return filed for the last three financial years;
- g. Valid copies of E.P.F. and E.S.I Registration Certificates.
- h. Copy of the GSTPayment Certificate;
- i. Copy of Labour license / Registration under contract Labour (Regulation & Control Act, 1970 be enclosed.
- j. Certified extracts of the Bank Account containing transactions during last three years.
- k. Copy of Registration Certificate under **Private Security Agencies (Regulation) Act (PSARA Act, 2005)**.

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- l. Certificate of declaration regarding blacklisting or otherwise.
- m. The minimum Annual Turnover of the Service Provider shall not be less than Rs. 100.00 lakhs per Annum of each preceding last three Financial Years (Turnover should be in terms of payment received from Agencies).
- n. The bid document duly signed in by the authorized signatory of the tenderer in each and every page is to be submitted as a token of acceptance.

## 2.2 **Cost of bidding:-**

1. 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. Moreover, the interested bidders may download Tender document from **the Government of Odisha Tender website ([www.odisha.gov.in](http://www.odisha.gov.in)) or MARKFED web-site ([www.markfedodisha.nic.in](http://www.markfedodisha.nic.in)) or Cooperation Department website ([www.coopodisha.in](http://www.coopodisha.in))**. In such case, the Bidder is to attach a Demand Draft for Rs.3,000/- (Rupees three thousand) only of any Nationalized Bank in favour of 'Odisha State Co-operative Marketing Federation Ltd' payable at Bhubaneswar and furnish along-with the Technical- Bid.

## 2.3. **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 or otherwise.

**2.3.1.** 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).

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**2.3.2.** Any clarification to the query raised by the bidder shall be responded by the Manager (Establishment)/ Secretary, MARKFED.

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

## **2.4 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 issuing the amendments/ corrigendum in MARKFED website only.

## **2.5 Rejection of incomplete & conditional tenders:**

- i) The incomplete & conditional Bid / tender(s) will not be considered and summarily be rejected. Quoting unrealistic rates will be treated as disqualification.
- ii) Bids submitted without cost of tender paper & EMD amount will be treated as non-responsive and rejected.
- iii) No bidder shall be appointed as a Service Providing Agency (SPA) 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 / source.
- iv) 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.
- v) 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)**.
- vi) 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.
- vii) 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 Service Providing Agency (SPA / firm / company having any dispute or whose operation is found unsuccessful by the Federation during his previous assignment in MARKFED.

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## 2.6. Non-transferability:

The tender is non- transferable.

## 3.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.

### 3.1. Documents comprising the bid:

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

- i) Documentary evidence in accordance with clause 2.1 establishing that the bidder is eligible to bid and is qualified to perform the contract if his bid accepted be enclosed.
- ii) Particulars against purchase of Tender Paper i.e. the cost of the tender Rs.3,000.00 /-( Rupees three thousand) only in the form of Demand Draft Drawn in favour of MARKFED-Odisha, payable at Bhubaneswar
- iii) EMD of Rs. 3,50,000.00 ( Rupees three lakh fifty thousand) only be furnished in accordance with Clause.
- iv) Copy of Registration certificate of the firm for deployment of manpower in all branches, Area Offices, Unit Offices, Procurement units & godowns of MARKFED through-out the State. Subject to the fact that the registered Office of the Service provider is located at Bhubaneswar.
- v) The Copy of partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be.
- vi) Have been registered with GST Authorities.(Copy of GST registration Certificate to be enclosed). Have PAN/ TIN/GIR allotted to him/them by concerned Department (Copy of Valid PAN/ TIN/GIR to be enclosed).

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vii) Sample Copy of the contract orders received from Govt. Deptt. / Govt. Offices / Apex Cooperatives, PSU and others may be enclosed with the bid document. A check-list of above valid orders F.Y-2019-20 be submitted with the Technical bid.

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.

### 3.2 **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.**

#### 4. **Age limit & Educational Qualifications of Manpower to be provided:**

Age limit & Educational Qualifications of Manpower to be provided for different categories of manpower / personnel to be deployed in MARKFED has been indicated in the tender document.

#### 5. **Bid prices/ rate:**

**Bidder/ Tenderer is to submit tender for all categories of personnel.** The rates/ prices should be quoted in Indian Rupees only in words as well as figures. Remunerations, EPF, ESI, Service Charge, GST& other statutory dues etc. as per format enclosed in Financial Bid should be taken into account for quoting rate per unit .

5.1 Rates/ should be valid from the date of signing of the agreement. Rates / prices should remain fixed during the entire period of the contract. i.e. one year 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 service provider for onward extension to the personnel as per rule, on approval of the Managing Director, MARKFED. No claim for compensation or loss due fluctuations or any other reasons / causes will be entertained so-motu.

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5.2 The wages paid shall not be less than the minimum wages fixed / Notified by the Labour & ESI Deptt. in their latest circular / revised remunerations circular issued by Finance Deptt., Government of Odisha.

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

5.4 The successful bidder shall furnish **performance guarantee (P.G)** of Rs.5,00,000.00 (Rupees five lakhs) only within 7 days of issue of intimation.

5.4.1 The successful tenderer will have to deposit a **Performance Security Deposit(performance guarantee i.e. P.G)** of Rs.5,00,000/- (Rupees five Lakhs) only in shape of Demand Draft from any Nationalized Bank drawn in favour of 'Odisha State Cooperative Marketing Federation Ltd' payable at Bhubaneswar. 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 beyond the extended contract period. The P.G deposited with MARKFED is **interest free**.

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

6.1 EMD of Rs. 3,50,000.00 ( Rupees three 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.**

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

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

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

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

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

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

**8. 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.

**9. Singing of the Bids:**

9.1 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.

9.2 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.

9.3 The bid shall contain no interlineations & overwriting.

**10. 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.

**11. Sealing, Marking & Submission**

- i) The bid shall be submitted in accordance with the procedure detailed herein.

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*Signature of the tenderer .*

- ii) Specified documents shall be enclosed in envelop of appropriate size each of which shall be sealed.

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

- i) The Technical bid alongwith bid document cost & bid security (EMD) as indicated in these instructions to bidders.
- ii) 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 Managing Director, MARKFED-Odisha.

**13. 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 item** in the space provided in the respective columns. **Financial Bids not quoted for all the items may be summarily rejected.**

**14. Third envelope:** The above two envelopes shall bear the name of the work i.e. supply of manpower/ personnel to 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 work as described above along with tender number, due date and time) and addressed to the Managing Director, MARKFED.**

- i) 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.
- ii) No Bid should be hand delivered at the address mentioned in notice.
- iii) All the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.
- iv) 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 initialled by the person authorized to sign the tender bids followed by company seal on it.

## **15. Deadline for submission of bids**

15.1 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.

15.2 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. In such case, a corrigendum will be issued in the MARKFED web-site.

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

15.4. E-mail/FAX/Other mode of offers will be treated as non-responsive, 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.

## **16. Bid Opening and evaluation :**

### **Bid opening:-**

16.1. **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.

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*Signature of the tenderer .*

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.

16.2. **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.

16.3 Both these two envelopes should be kept inside the **third envelope** superscripted with tender No. and “**Tender papers for supply of manpower/ personnel to MARKFED**”.

16.4 The committee shall examine/evaluate the bids to determine whether they full fill 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.

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

**17. Process to be confidential:**

17.1. 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. No information relating to the above process (Evaluation of technical bids to finalization / execution of agreement with the selected bidder)

17.2. 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 bidders bid.



## **18. 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 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 of arithmetical errors discovered during the evaluation of the bids in accordance with clause thereof.

## **19. Determinations of Eligibility & Responsiveness:**

19.1 The empowered committee will determine whether the bid is substantially 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.**

19.2 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**. Other guidelines like CVC guidelines may be followed in considering non-responsive bid.

## **20. Evaluation and Comparison of Bids:**

20.1 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.

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

20.3. Evaluation of the bids will take into account as per eligibility criteria, terms & conditions etc. mentioned in the bid document. In addition the bid document, the following factors will also be considered during evaluation:

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- i) Arithmetical errors corrected in accordance.
- ii) 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.
- iii) A bid determined as substantially non responsive will be rejected by the MARKFED and shall not subsequent to the bid opening be made responsive by the correction of the non conformity.
- iv) Bids determined to be substantially responsive will be checked for any arithmetical error in computation and summation. Errors will be details as follows:
- v) Where there is discrepancy between amounts in figures and in words, amount in words will govern. Incorrectly added totals will be corrected.
- vi) In case there is any inconsistency between the rate and the value extended (after multiplication or otherwise with the tender quantity), the rate quoted shall prevail. If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection. No percentage rate (in case Govt. duties like TDS, service Charges etc.) will be accepted.
- vii) In case, there is any inconsistency in statutory dues like EPF, ESI, GST and other statutory dues, the government approved / prevailing rate will prevail and will be taken into account for determining L1(Lowest) bidder.
- viii) The bidder who qualifies the first stage (evaluation as per eligibility criteria in the bid document) shall be eligible for award of marks as per table here under.

Criteria	Marks
1. Annual Turnover (AT) i.e (Average of last 3 (three) financial years)	i) Annual Turnover more than or equal to <b>1 Cr. but less than or equal to 2 Cr-----→ 15 Marks</b>
	ii) Annual Turnover more than or equal to <b>2 Cr. but less than or equal to 4 Cr-----→20 Marks</b>
	iii) Annual Turnover more than <b>4 Cr--→25 Marks</b>
2. Experience more than: > 3 years	→ <b>10 Marks</b>
Experience more than> 4 years	→ <b>15 Marks</b>
Experience more than> 5 years	→ <b>20 marks</b>

***Signature of Issuing Authority***

***Signature of the tenderer .***

3. Technical capability: Engaging manpower during 2019-20 in Govt. / Dist. Offices/ Corp./ Coop./PSU	i) Supply of Manpower more than <b>500 but less than or equal to 1000 Nos-----→ 15 Marks.</b>
	ii) Supply of Manpower more than <b>1000 but less than or equal to 2000 Nos-----→ 20 Marks.</b>
	iii. Supply of Manpower more than <b>2000 Nos→25 Marks.</b>
4. Proposed methodology and team structure. <i>(The bidder has to give a 10 minutes presentation about the profile and performance of his / her organisation).</i>	Qualitative assessment based on. 1. Team Structure and availability of DEO and other personnel and reporting mechanism. <b>→10 Marks</b>
	2. Risk mitigation (contingency plan) and exception handling. <b>→ 10 Marks</b>
	3. Bidders (in Govt. sector & PSU) having experience in the same project earlier. <b>→ 10 Marks</b> <b>Total : - → 30 Marks</b>
<b>Total :</b>	<b>100 Marks</b>

**N.B;** -Minimum qualifying mark in the technical bid evaluation is 70 .The bidder securing more than/ equal to70 shall be called for opening of Financial Bid

ix). Quoting of same rates (L-1 only) by more than one bidder in the financial bid could be construed as an exceptional circumstance. In such cases, the mark secured in the technical bid will be taken to consideration. In case the mark secured in the technical bid are same, then the decision will be taken by the Managing Director or through **public lottery**.

X. 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.

## **21. Contacting the Awarding organization (MARKFED) :**

21.1 Subject to clause in clarification of bids, no bidder shall try to influence the MARKFED on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.

21.2 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.

***Signature of Issuing Authority***

***Signature of the tenderer .***

**22. Award of Contract:****Award Criteria**

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

The name & address of the successful bidder(s) will be displayed in

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

The Managing Director, MARKFED 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.

**24. Notification of Award:**

24.1 Prior to the expiration of the prescribed period of bid validity, the Managing Director, MARKFED 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.

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

24.3 In case of successful tenderer, the Earnest Money Deposit of Rs. 3,50,000.00 (Rupees Three lakh fifty thousand) will be adjusted towards Performance Security Deposit (P.S.G) and the Service Provider will deposit balance amount of Rs.5,00,000/- (Rupees Five lakhs) towards Performance Security Deposit on his request before execution of Agreement for providing manpower.

*Signature of Issuing Authority*

*Signature of the tenderer .*

24.4 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, Managing Director will promptly notify the same in general Notice board of Office for signing the contract as per draft Agreement format.

## **25. 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 Managing Director within a week from the date of receipt of notification of award.

The Managing Director, 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.

## **26. Termination of Default :**

26.1 The Managing Director, MARKFED may, without prejudice to any other remedy for breach of contract, by written notice of default as mentioned there in sent to the Service providing Agency , terminate this contract in whole in part , if ,

i). The Service providing Agency fails to deliver any or all personnel within the period(s) specified in the order or any extension thereof granted by the Managing Director, MARKFED:

ii). The Service providing Agency fails to perform any other obligation(s) under the Contract and the Service providing Agency, in either of the above circumstances does not remedy his failure within a period of 5days (or such longer period as the Managing Director, MARKFED may authorize in writing) after receipt of default notice from the Managing Director, MARKFED.

iii) In the events the MARKFED terminates the contract in whole or in part pursuant to Para 21.1, Managing Director, MARKFED may procure, upon such manpower as it deems appropriate within the rate finalized in this contract and the Service providing Agency shall be liable to the Managing Director, MARKFED for any cost of such service. However the Service providing Agency shall continue the performance of the contract to the extent not terminated.

## **27. Termination for Insolvency:**

The Managing Director, MARKFED may at any time terminate the Contract (Agreement) by giving notice to the Service providing Agency, without compensation to the Service providing Agency. If the Service providing Agency 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.

## **28. Set Off :**

Any sum of money due and payable to the Service providing Agency (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 Managing Director, MARKFED for payment of sum of money arising out of this contract or under any other contract made by the Service providing Agency with the Managing Director, MARKFED.

## **29. Settlement of disputes :**

Both the Authority and the Manpower Service Provider agree that all disputes and differences arising out of or any matter touching the terms and conditions of this Agreement whatsoever 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 Issuing Authority*

*Signature of the tenderer .*

**30. Force Majeure**

Neither the MARKFED nor the SPA 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.

**31. Mode of payment :**

- a. Bills alongwith preceding months payment receipt of ESI & EPF be submitted at the office of the undersigned by 5<sup>th</sup> of each & every month.
- b. Payment against Bill / Invoice shall be released only after execution of the order and the quality/ performance of the manpower are found to the satisfaction of the MARKFED-Odisha. Payment will be made directly to the Service providing Agency through **RTGS or A/c Payee cheque only**.
- c. Payment to the personnel provided by Manpower Service Providing agency to MARKFED be made in time( within 1<sup>st</sup> week of the succeeding month) and intimation/ message over phone to that effect be sent immediately to the engaged personnel for better appraisal/ appreciation.
- d. No request for other mode of payment will be entertained. No advance payment will be made in any case.

**32. Change in specification:**

**Specification** given in the financial bid is final.

**33. General/ Others:**

- a. 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 agreement will be terminated forthwith without any notice and **performance guarantee (P.G) Deposit will be forfeited.**

*Signature of Issuing Authority*

*Signature of the tenderer .*

- b. The bidders will be bound by the details furnished by him/her to MARKFED-Odisha while submitting the tender. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her **liable for legal action besides termination of contract.**

**34. Annulment of the Award:**

34.1 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 discretion of the MARKFED or call for new bids.

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

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