

DETAILED TENDER DOCUMENT

REGULATED MARKET COMMITTEE, KANDHAMAL KANDHAMAL MAIN MARKET YARD

DISTRICT- KANDHAMAL (ODISHA), PIN- 762001

Email : rmc.kandhamal@gmail.com, rmckandhamal@yahoo.in

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KANDHAMAL REGULATED MARKET COMMITTEE, PHULBANI
At-Main Market Yard Complex Phulbani (Infront of Stadium),
Post- Phulbani, DistRICT- Kandhamal
Email: rmc.kandhamal@gmail.com, rmckandhamal@yahoo.in,

The Chairman, RMC, Kandhamal invites sealed Tenders from interested parties / prospective Agencies / Organization for letting out of 2 nos. of 500 MT Godowns and 10 nos. of Shoprooms located at RMC campus, Phulbani.

Important Information:-

- a. Name of the Bid Document: **“Hiring of Godowns and shop rooms at Kandhamal RMC Campus, Phulbani”**
- b. Period of issue of Tender Document :- Date of publication in District website
- c. Last Date and time for submission of Tender Document:- 02.01.2023(2 P.M).
- 1. Mode of submission of Bid documents: Bid documents / tenders should be submitted by Courier / Speed Post or Registered Post Only.** Bids submitted by any other mode will not be accepted & rejected summarily.
 The bidders shall download the tender documents from the District website, Kandhamal.
- 2.** The Bidder is to attach a Demand Draft for Rs.1,000.00 (Rupees One thousand) drawn on any Nationalized bank in favour of Secretary, RMC,Kandhamal payable at Phulbani along with the Technical Bid.
- 3.** The Bid document should reach the office of the undersigned at RMC Office Phulbani within the scheduled date and time, otherwise it will be treated as non-responsive Bid and shall not be opened for consideration by the tender opening Committee.
- 4.** Opening of Bid Documents :-
 a) Technical Bid will be opened on 02.01.2023 at 3.00 PM.
 b) Financial Bids of eligible technical bidders to be opened on 03.01.2023 at 3.00 PM.
- 5.** Cost of Bid documents: Rs. 1,000/- (Rupees One thousand only) in shape of D.D
- 6.** Period of contract: 11 months.
- 7.** EMD: Rs. 20,000/- (Rupees Twenty thousand only) in shape of D.D
- 8.** Minimum quoted rate should not be less than Rs 45,000/-(Rupees forty five thousand only) excluding GST.


 Chairman
 Regulated Market Committee
 Kandhamal

BIDDER'S COVERING LETTER

To
The Sub-Collector, Kandhamal-cum-Chairman,
Regulated Market Committee, Kandhamal, Phulbani

Ref: Tender No: _____

Dear Sir,

Having gone through and examined the terms & conditions of bid document, specifications and with full understanding and its implications, the receipt of which is hereby duly acknowledged, we the undersigned confirm to take both the godowns and all 10 nos. of shop rooms situated at RMC Campus, Phulbani on hire basis

We undertake that, ours is a Cooperative Society/Private/Proprietor/Public limited/Registered Company/organization Govt. Agency and if our offer is accepted, we shall to take the possession of the Godown in accordance with the time limit and terms & conditions stipulated in the tender documents and vacate the premises with all articles on expiry of the tenancy period. We further undertake that, if our bid is accepted, we shall deposit the Security Deposit (S.D) 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 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. 20,000.00 (Rupees Twenty thousand only) & Rs.1000.00 (Rupees One thousand only) towards cost of tender paper.

Dated this.....Day of,2022(the month and year)

Signature of Authorized Signatory.....

In capacity of

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


Chairman
Regulated Market Committee
Kandhamal

SECTION-I

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

The Regulated Market Committee, Kandhamal, Phulbani intends to let out 10 nos. of newly constructed shop rooms and 2 nos. of godowns having 500 MT capacity situated at RMC campus, Phulbani for storing goods/materials related to Agriculture and allied activities viz. Fertilizers, Seeds, Pulses, Implements, Irons & Steel, cement and other agricultural requirement/ domestic and industrial requirements (other than inflammable/perishable/ objectionable items) on **"As-is-where-is" basis**. Interested Parties/Prospective Agencies/Organizations **may apply in sealed cover addressing to the Chairman, Regulated Market Committee, Kandhamal, Phulbani super-scribing "Hiring of Godowns and shop rooms at Kandhamal RMC Campus, Phulbani"** in their letter head. The successful Bidder has to make Security deposit before signing of the agreement. The offer should reach the undersigned on or before the scheduled date & time in sealed envelope/cover. The undersigned reserves the right to accept or reject any or all offers without assigned any reason thereof.

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 maximum upto 5 (five) terms having duration of 11 (eleven) months each with mutual consent of both parties. The extension period would be decided by the Chairman RMC on request of tenant, considering the honesty and loyalty in successful completion of the tenancy period as per terms and conditions of last agreement by the tenant. The extension of tenancy will be made existing of revised terms and conditions which entirely at the discretion of the owner Chairman, RMC, Kandhamal. However, the rate of rent may be enhanced by minimum 5% or more at each extension.

1.3. 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 Secretary, RMC, Kandhamal for collection of Rent.

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

- The Bidder should be an Indian individual/ Co-operative organization/private enterprises/proprietor/public limited firm having its office in the state of Odisha and obtained GSTN from Govt. The individual should not have involvement in any antisocial/criminal activities/offences.
- Have been registered with GSTN (Copy of registration certificate to be enclosed).
- Have PAN allotted to him by IT Department(Copy to be enclosed)
- Certificate of declaration regarding blacklisting or otherwise, if any.


 Chairman
 Regulated Market Committee
 Kandhamal

3. **Mode of receipt of Tender:**

The bidders are requested to download the DTCN from the website and to attach a D/D of Rs.1000/- (Rupees One thousand) towards cost of tender paper & EMD of Rs.20,000/- (Rupees Twenty Thousand) only drawn in any Nationalized Bank in favour of Secretary, RMC, Kandhamal payable at Phulbani and submit the duly filled in tender papers within scheduled date & time.

The bidders shall download the tender documents from Kandhamal District website. Bid documents/tender should be submitted through Courier/Speed Post or Registered Post Only. Bids submitted by any other mode will not be accepted & rejected summarily.

4. **Cost of bidding:-**

The bidder shall bear all costs associated with the preparation and submission of the bid. RMC, Kandhamal in no way will be responsible for these costs regardless of the conduct or outcome of the bidding process.

5. **Bid documents**

Apart from documents satisfying minimum eligibility conditions, the bid document also includes:

- Notice inviting tender (TCN), General Scope of work and Instruction to bidders.
- General terms and conditions.
- Bid purchase cost & EMD per bid document.
- Letter of authorization for attending bid opening, if required.
- Technical and Financial Bid Documents along with check list.
- Specimen agreement
- Certificate of declaration regarding blacklisting or otherwise.
- Financial bid containing the rate of rent

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

5.2 Any clarification in the matter may be referred to the Secretary, RMC, Kandhamal, Phulbani.

6. **Amendment to bid documents:**

6.1 At any time, prior to the last date of submission of Bid RMC, Kandhamal 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.

6.2 The amendments will be updated only on the District website Kandhamal.

7. **Rejection of incomplete & conditional tenders:**

The incomplete (*not complying the minimum eligibility conditions as per clause No-2 & bid documents prescribed at clause No-5*) & conditional bids will be rejected. Quoting unrealistic rates may also be treated as dis-qualification and rejected.

7.1 Bidder who have been blacklisted/debarred by any State/Central Government PSU, State/Central Government Agencies or State Government/Central Government during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier will be treated as ineligible/ non-responsive and hence rejected.


 Chairman
 Regulated Market Committee
 Kandhamal

7.2 If the bidder failed to furnish proof of documents towards submission of cost of tender paper & EMD with the bid document, the bid shall be treated as non-responsive & hence rejected.

7.3 RMC, Kandhamal reserves the right to reject any bid whose legal heir /partners have legal dispute with any RMC in the state of Odisha.

8. Non-transferability:

The tender is non- transferable.

9. Preparation of Bids:

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

10. Documents comprising the bid:

The bid prepared by the bidder as per clause No-5 shall comprise the following components;

- 10.1 Documentary evidence in accordance with cause No-2, establishing that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- 10.2 The cost of tender paper Rs.1000/- (Rupees One thousand) only in the form of Demand Draft drawn in favour of RMC, Kandhamal payable at Phulbani.
- 10.3 EMD of Rs. 20,000/-(Rupees Twenty thousand) only to be furnished in accordance with the respective clause of bid.
- 10.4 Letter of authorization for attending Bid opening as per Annexure, if required.
- 10.5 Agency details/Certificate of declaration regarding blacklisting as per Annexure.
- 10.6 The bidder must produce original copies of above mentioned certificates and failure to produce any or all document before Tender Committee on demand on the date of opening of Tender, the tender will be rejected.

11. Bid prices:

The rate of rents should be quoted in Indian Rupees only in words as well as figures, GST as applicable should be charged extra and taken into account for computation. However, the rate of rent, which should not be less than Rs 45,000/- (Rupees forty five thousand) only will be considered for evaluation.

12. Bid Security/ Earnest Money Deposit (EMD) & Security Deposit:

- 12.1 EMD of Rs.20,000/-(Rupees Twenty thousand) only in the form of D.D from any Nationalized bank drawn in favour of Secretary, RMC, Kandhamal payable at Phulbani shall accompany with the bid. The EMD is interest free.
- 12.2 EMD shall remain valid for a period of 60 days beyond the final validity period of bid.
- 12.3 A bid received without EMD and/or cost of tender paper, shall be rejected and treated as non responsive at the bid opening stage and returned to the bidder.
- 12.4 The submission of EMD is compulsory for all the bidders and no exemption will be granted for submission of EMD on any case.
- 12.5 EMD of lesser amount/ EMD not submitted in the manner prescribed will be rejected.
- 12.6 The EMD of unsuccessful bidder will be discharged/ returned to them within 30 days after finalization of the tender without any interest.


Chairman
Regulated Market Committee
Kandhamal

12.7 Security Deposit (S.D):- The Successful bidder shall furnish S.D (Security deposit) equal to 06(six) month's gross rent (Rent+GST) within 7 days of issue of intimation.

On written request of the bidder, the EMD deposited by the bidder shall be adjusted towards Security deposit and the balance amount may be deposited by the successful bidder towards Security Deposit (S.D). The Security deposit of the bidder will be returned after handing over the possession of the godown on expiry/ termination of the Agreement without any interest.

During the tenancy period, all recoverable dues of the tenant shall be collected (on intimation) from his Security Deposit.

12.8 Forfeiture of EMD and Security Deposit:-

A) The bid security may be forfeited if a bidder withdraws his bid during the period of bid validity.

B) The EMD will be forfeited in case of successful bidder, if the bidder fails to sign the contract/ Agreement on payment of Security Deposit and advance cheques as required within the specified time.

13. Period of Validity:-

The bid shall remain valid and open for acceptance for a period of 60 days from the last date fixed for receiving the same or till finalization of the tender process whichever is earlier. A bid valid for a shorter period shall be rejected by the owner as non responsive.

14. Signing of the Bids:-

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

14.2 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.

14.3 The bid shall contain no interlineations, no 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.

14.4 No correcting fluid should be used anywhere in the entire bid document.

15. Submission of Bid:-

Sealing, Marking & Submission

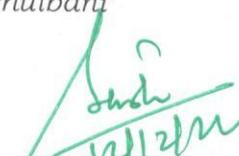
15.1. The bid shall be submitted in accordance with the procedure detailed herein.

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

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

- The Technical bid alongwith cost of tender paper/Bid Document& EMD as indicated in clause 12.
- Declaration for the Technical Bid.
- All the information and documents as per clause No 5 under bid documents head mentioned in this DTCN.
- Letter of authorisation to attend the bid opening, if required.
- Copy of partnership deed/Proprietorship deed or articles/memorandum of association, if any.
- Copy of GST certificate/return.
- Copy of PAN allotted to the bidder/firm by IT deptt.
- Certificate of declaration regarding black listing.

Envelope No.1 shall be submitted super-scribing as "Technical Bid for Hiring of Godowns and shop rooms at Kandhamal RMC Campus, Phulbani"


Chairman
Regulated Market Committee
Kandhamal

15.4 Envelope No-2 shall contain (Financial Bid):

- a. The rate of rent per month duly filled in, signed and stamped
- b. No overwriting or cutting is permitted in the Financial Bid form. In case any Discrepancy found in quoted rates in figures & in words the rate quoted in words will be taken for consideration.

Envelope No.2 shall be submitted super-scribing as "Financial Bid for *Hiring of Godowns and shop rooms at Kandhamal RMC Campus, Phulbani.*"

The above two sealed envelopes shall bear the tender number, due date & time along with the Bidder's covering letter and shall be sealed in a third envelope addressed to the Chairman RMC, Kandhamal, Phulbani

- 15.5. If the date on which the tender is opened for acceptance is declared to be a holiday, the tender shall be opened on the next working day at the same time.
- 15.6 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

16. Deadline for submission of bids

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

17. Bid Opening and evaluation:**Bid opening;**

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

17.2 Envelope No.2- Containing duly filled in Financial Bid indicating the rate of rent as given in Financial Bid shall then be opened. A bid submitted with an adjustable/ multiple price quotation will be treated as non responsive and will be rejected.

17.3 The Committee shall examine/ evaluate the bids to determine whether they fulfil 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.

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

17.5 The financial bids of the bidders whose technical bids are found in order will only be opened.


 Chairman
 Regulated Market Committee
 Kandhamal

18. Process to be confidential:

18.1 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.

18.2 Any effort by the bidders to influence the Staff/ Officers/ Board members of RMC, Kandhamal in the process of the examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in rejection of the bidders bid.

19. 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 of arithmetical errors discovered during the evaluation of the bids in accordance with clause thereof.

20. Evaluation and Comparison of Bids:

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

20.2 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.

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

20.4 Quoting of highest rate does not confer any right for selection of bidder as tenant at the rate quoted. RMC reserves the right to negotiate with the bidders to select bidder as tenant at a suitable rate.

20.5 Quoting of same rates by more than one bidder (tenderer) could be construed as an exceptional circumstance. In such cases all the bidders who have quoted the same highest rates shall be called for negotiation and decision will be taken through public lottery, if could not be resolved through negotiation.

[Faint signature and stamp]

[Handwritten signature]
 Chairman
 Regulated Market Committee
 Kandhamal

21. Award of Contract:-**Award Criteria**

Subject to 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.

22. Right to accept/reject any or all Bids:-

The Chairman RMC, Kandhamal reserves the right to accept or reject any or all bids including the highest 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.

23. Notification of Awards:-

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

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

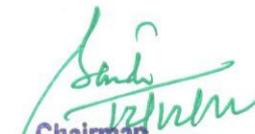
23.2 Upon furnishing of Security Deposit (S.D) by the successful bidder in accordance with the provisions of Terms & Conditions of the DTCN, the Chairman RMC, Kandhamal will notify the unsuccessful bidders that their bids have been unsuccessful.

24. Upon the receipt of the notification of award by the successful bidder, the successful bidder shall deposit the Security deposit (six times of rate of rent with GST) within the scheduled period of seven days and fill the Agreement in accordance with draft agreement. The successful bidder, shall get the same engrossed, signed and submit the same to the Chairman RMC, Kandhamal, Phulbani submit within a week from the date of receipt of notification of award. The copy of the Agreement shall be returned to the successful bidder duly executed by Chairman RMC, Kandhamal.

25. Annulment of the Award:-

25.1 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 Chairman RMC, Kandhamal may make the award to any other bidder at the discretion of the owner of call for new bids.

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


Chairman
Regulated Market Committee
Kandhamal

26. Termination for Insolvency:-

The Chairman RMC, Kandhamal may at any time terminate the Contract (Agreement) by giving notice to the tenant, without compensation, if the party fails to comply the terms & Conditions of Agreement/ becomes bankrupt or otherwise insolvent as declared by the competent court provided that such Termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to the RMC.

27. Set Off:-

Any sum of money due from the tenant (including Security deposit refundable to the firm) under this contract may be appropriated by RMC, Kandhamal and set off the same against any claim of the RMC for payment of sum of money arising out to this contract or under any other contract made by the tenant with the RMC.

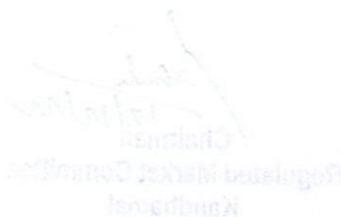
28. Settlement of disputes:-

Both the Authority and the tenant agree that all disputes and differences arising out of or any matter touching the terms and conditions of this Agreement be settled mutually or what so ever shall be referred to the sole Arbitration of the Registrar, Cooperative Societies, Odisha or any other person appointed by the Registrar, Cooperative Societies, Odisha and there shall be no objection to any such appointment and the awards of such Arbitrator shall be final and binding on both the parties in all respect.

29. Force Majeure:-

Neither the RMC nor tenant 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 ordinance of any Government or of any subdivision thereof because of any act of God.


Chairman
Regulated Market Committee
Kandhamal


Chairman
Regulated Market Committee
Kandhamal

Technical Bid

(In the letter head of the Bidder) Format-1

1. **Name of the Bidder:** _____
2. **Status(Proprietor/ Partner/ Director) :** _____
3. **Details Earnest Money Deposit:** Rs. 20,000.00 vide M.R No./D.D No. _____
Date _____ Drawn on Bank _____ payable at _____.
4. **Details of cost of tender Paper:** Rs.1000.00 vide M.R No./D.D No. _____
Date _____ Drawn on Bank _____ payable at _____.
5. **Full Address of Registered Office:** _____
Telephone No. _____
FAX No. _____
E-mail Address: _____
6. **Name, Address & Telephone No. Of Authorized officer/ person**

7. **Banker of the Bidder:** _____
(Enclose Xerox copy of the valid pass book/ letter of the banker)
- 7.1 **Telephone Number of Banker:** _____
8. **PAN No:** _____
(Attached attested Copy)
9. **GST Registration No.:** _____
(Attached attested Copy of up to date valid copy of GST certificate/return)

N.B: Bidder to ensure that all

- I. Pages of the Tender Call Notice, Terms & Conditions etc. Have been numbered, signed and stamped by the authorized person.
- II. Original documents are to be produced by the bidder for verification on demand on the days of opening of Technical bid.
- III. Duly filled in authorization letter as per format submitted for attending the bid opening (Original proof to Identify the authorised person is to be produced on demand).

Place:

Date:

Seal & Signature of the Bidder.


 Chairman
 Regulated Market Committee
 Kandhamal

DECLARATION FOR TECHNICAL BID

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.

Date:

Place:

Signature of authorized person

Name:

Seal


Chairman
Regulated Market Committee
Kandhamal

Format-1**Check list of documents to be provided with the Technical Bid**

Sl. No.	Document to be submitted	Page No.
1	Duly signed Tender call Notice, terms & conditions as downloaded from the designated web-site.	
2	EMD of Rs.20,000.00 (Twenty thousand) only in the form of D.D from a Nationalized Bank.	
3	Cost of Tender Paper Rs.1000.00 in shape of demand draft.	
4	Letter of Authorization for attending bid opening, where ever applicable(Annexure-1)	
6	Copy of partnership deed/ proprietorship deed or articles/ Memorandum of Association, if any	
7	Copy of the GSTN Certificate obtained from the Govt of Odisha	
8	Copy of PAN allotted to him by IT Department.	
9	Certificate of declaration regarding black listing(Annexure-2)	

Seal & Signature of the bidder

[Faint signature and stamp of the bidder]

[Handwritten signature in green ink]
Chairman
Regulated Market Committee
Kandhamal

FINANCIAL BID**(Preferably in the letter head of the bidder)**

Name of the District, Location, Godown Number	Rate quoted per month(both in amount & figure)	GST @ 18% (Subject to change from time to time as per revised notification by the Govt.)	Total amount of (rent quoted+GST) per month
1	2	3	4
Rate quoted for 2 nos. Of Godown & 10 nos. of shop rooms located in the RMC Campus, Phulbani			

N:B The bidder is supposed to have gone through and examined all the clauses of the Terms & Conditions of bid document, specifications and with full understanding of its implications, visited the godown & shop rooms discussed with the concerned contact person or his representative and with full knowledge of the condition of the godown & shop rooms and on full satisfaction, has filled up the rate of rent.

Place:

Date:

Seal & Signature of the Bidder

[Faint signature and stamp]

[Handwritten signature]
 Chairman
 Regulated Market Committee
 Kandhamal

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No. _____ Dated. _____

Pass port size
Photograph to
be pasted

To

The Chairman,
RMC, Kandhamal, Phulbani

Sub:- Authorization for attending bid opening on _____ (date)

Dear Sir,

The following person, whose name & specimen signature is reflected below, is hereby authorized to attend the bid opening for the tender mentioned above, sign the Bid documents where ever required and to negotiate on behalf of _____ (Bidder)

Name & specimen signature of person authorized to attend tender opening, sign the bid documents and negotiate on behalf of the bidder.

(Specimen Signature of the Authorized person)

Name & Seal:

(Signature & Seal of the Bidder/ Director/ Proprietor)(Signature & Seal of the Bidder/ Director/ Proprietor)**Note:-**

1. Only one representative shall be allowed


Chairman
Regulated Market Committee
Kandhamal

**CERTIFICATE OF DECLARATION
REGARDING BLACKLISTING**

I _____ Son/ Daughter of _____ /
W/O _____ AT/ P.O _____
Dist: _____ here by confirm and declare that I/my/ our firm/
company M/S _____
am/is not Blacklisted/ delisted or debarred or on Holiday list with any company of private/ public
Ltd./ 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.
Chairman, RMC, Kandhamal shall have the absolute right to take any action as deemed fit/ without
any prior intimation to me.

Seal & Signature
For and on behalf of the Bidder
Name: _____


Chairman
Regulated Market Committee
Kandhamal

**GENERAL TERM AND CONDITIONS FOR LETTING OUT OF
GODOWNS**

1. The agreement shall be for a period of 11 month. The tenancy period may be renewed for a further period of maximum up-to 5 (Five) terms having duration of 11 (eleven) months each with mutual consent of both parties. The extension period would be decided by the Chairman RMC, Kandhamal on request of the tenant considering the honesty and loyalty in successful completion of the tenancy period as per terms and conditions of last agreement by the tenant. The extension of tenancy will be made on existing of revised terms and condition which entirely at the discretion of the owner Chairman RMC, Kandhamal, Phulbani. However, the rate of rent may be enhanced by minimum 3% or more at every term.
2. That the Land lord RMC shall let out its 2 nos. Of godowns and 10 nos. Of shop rooms located at Phulbani in the district of Kandhamal and the tenant shall take the godown & shop rooms on rent basis for storing of _____ materials as specified in the DTCN for a period of 11 months or till extension.
3. That the Selected 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 concerned Area manager of Land-lord at the time of execution of Agreement. The godown rent will be collected by the Secretary RMC, Kandhamal in every month by 5th day of the month by 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 bounce of cheque for insufficient balance, penalty of Rs. 1000.00 (one thousand) only per day will be charged apart from initiation of legal action against the defaulting tenant under N.I. act apart from forfeiture of Security Deposit (S.D).
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 normally terminate on the last date of month after 11 months, if not extended.
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 of any portion thereof to any person who-so-ever without prior permission from the land lord.
6. That the tenant has got possession of the aforesaid demised godowns & shop rooms from the land-lord in good tenantable with all fitting and fixtures attached to it's in good running order from the land-lord through its authorized representative Secretary RMC, Kandhamal
7. That the tenant shall keep & maintain the godowns & shop rooms and it's premises in good proper and tenable condition at his own cost.

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Chairman
Regulated Market Committee
Kandhamal

8. That the tenant shall obtain requisite valid License from the competent authority for carrying out his business and in no case, RMC, Kandhamal held responsible/ guarantor for him.
9. 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.
10. 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 to check the condition & maintenance of the infrastructure.
11. That the employees/ workmen/ contractors engaged/ labour deployed will be treated as employees of the tenant only and not of Land-lord and tenant will be made liable to meet all service matters of them at his own cost and expanse.
12. That the Land lord shall not be responsible for any loss of injury sustained by the worker employed by the tenant (selected bidder) for the purpose of his work in the said premises under any labour litigation.
13. That the tenant shall not use the premises of the aforesaid godown & shop rooms any purpose other than that for which the godown & shop rooms are taken on the rent except with the prior written consent of 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 have terminated and the Land lord shall be entitled to recover/ take back possession thereof forthwith.
14. That the tenant shall be responsible for safe custody of his goods and assets kept in the above rented godowns & shop rooms the land lord in no way shall be responsible/ liable for any damage/ 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.
15. The tenant shall insure its goods and assets through a recognized insurance company with intimation to the landlord.
16. EMD of Rs.20,000.00 (twenty thousand) only in form of DD from any Nationalized bank drawn in favour of Secretary RMC, Kandhamal shall accompany with the bid. The EMD so received is to be kept interest free and shall remain valid for a period of 60 days beyond the final validity period of the bid.
17. The successful tenderer (Bidder) 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 Secretary RMC, Kandhamal or transfer the S.D amount through RTGS before signing the contract.
18. The EMD of the successful bidder will be adjusted towards the security deposit. However, the EMD of un-successful bidders will be refunded soon after finalization of the tender process.

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 Chairman
 Regulated Market Committee
 Kandhamal

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Chairman
Regulated Market Committee
Kandhamal

19. That on expiry of Agreement period/ termination of tenancy the tenant shall handover the godown & shop rooms allotted to him in good, sound & tenable condition along with the fittings and fixtures attached in good and working condition to the Land lord (1st party) within a week time, failing which the rent on proportion for the extended period the security deposit of the tenant.

20. That in case the tenant holds over and does not deliver possession of the premises of the aforesaid godowns on the expiry of the period of notice or on termination of tenancy by efflux of time, the tenant shall liable for the cost of damages @ Rs.20,000/- (Rupees Twenty thousand) only per month in addition to payment for the monthly rent of the said godowns from the tenant with all payments as aforesaid taking shelter of the appropriate Court of Law.

21. That in case the tenant shall not give delivery of possession on expiry of the tenancy period of expiry period after noticed 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 (Orissa Amendment).

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-withstanding; any other remedy available to him under this agreement is also entitled to recover the said sum along with interest @ 18 % per annum for the defaulting period from the Tenant.

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, 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 be liable and responsible for the same.


**Sub-Collector, Kandhamla-cum-
Chairman, RMC, Kandhamal
Chairman
Regulated Market Committee
Kandhamal**