

DETAILED TENDER DOCUMENT

ODISHA STATE CO-OPERATIVE MARKETING FEDERATION LTD. (MARKFED – ODISHA) BHUBANESWAR

AT- OLD STATION ROAD,

DIST: - KHURDA (ODISHA), PIN-751006

TEL: 2310626, FAX: (0674) 2311149,

E. MAIL: orissamarkfed@yahoo.com, odishamarkfed@gmail.com



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

Price: Rs.1,000.00 (Rupees One thousand) Only

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

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


Managing Director
The Odisha State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

MARKFED- ODISHA

(Orissa State Co-operative Marketing Federation Ltd.)
 Old Station Road, Bhubaneswar-751006
 Tel. No.-(0674) 2310626 FAX No.-(0674) 2311149
 e.mail: orissamarkfed@yahoo.com/ odishamarkfed@gmail.com

Tender Notice No- 4861/EA/16-2 Dated. 14.12.2024

RETENDER CALL NOTICE

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

Managing Director

(Signature)
Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of Contents	Page Number
1	Bid covering letter	
2	Scope of work and general instructions for bidders	
3	General terms and Conditions	
4	Tender Application – Technical Bid	
4(i)	Authorization letter (Ammexure-1)	
5	Check list of Documents to be provided with the technical Bid in Chronological order for arrangement of documents	
7	Declaration by Bidder	
8	Application – Financial Bid	

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13/12/24

Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006



MARKFED-ODISHA
 OLD STATION ROAD, BHUBANESWAR-751006 Tel: - 0674-2310626, e-
 mail: odishamarkfed@ag.mail.com.

The Managing Director, MARKFED invites sealed Tenders from interested parties / prospective Agencies / Organization for letting out of godowns.

Important Informations:-

1. Name of the Bid Document:

a. Period of issue of Tender Document :- **Date of publication in local daily news paper**

b. Last Date and time for submission of Tender Document :- **15.01.2022 (2 P.M)**

2. 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 Tender website of Government of Odisha (www.odisha.gov.in) / Cooperation Department website i.e. www.coopodisha.in

The bidders shall submit one set of tender paper (containing all documents, technical bid , financial bid, EMD & Cost of tender paper) for each godown. For example, one set of tender paper to be submitted for godown No-4 of Balasore & another set for godown No-5.

3. In such case, the Bidder is to attach a Demand Draft for Rs.1,000.00 (Rupees one thousand) drawn on any Nationalized bank in favour of Odisha State Co-operative Marketing federation ltd. payable at Bhubaneswar along with the Technical Bid.
4. The Bid document should reach the office of the undersigned at MARKFED Head Office, Old Station Road, Bhubaneswar -6 within the scheduled date and time or otherwise it will be treated as non-responsive Bid and shall not be opened for consideration by the opening Committee.
5. **Opening of Bid Documents"-**
 - a) Technical Bid on **15.01.2022** at 3 P.M
 - b) Financial Bids of eligible technical bidders to be opened on **19.01.2022** at 3 PM.
6. Cost of Bid documents: Rs.1,000.00(Rupees One thousand only) in shape of D.D.
7. Period of contract: - 11 months.
8. EMD: Rs.20,000.00(Rupees twenty thousand only) in shape of D.D.

[Signature]
 Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751005

BIDDER'S COVERING LETTER

To

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

Ref: Tender No: _____

Dear Sir,

Having gone through and examined the terms & conditions of bid document, specifications and with full understanding and its implications, the receipt of which is hereby duly acknowledged, we the undersigned confirm to take the Godown on hire basis shown in the scope of work at clause No. 1.3 and made part of this.

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 for each godown & 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.....


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

SECTION- I

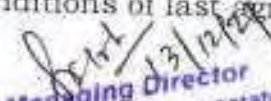
1. GENERAL SCOPE OF WORK AND INSTRUCTION TO BIDDER:

SCOPE OF WORK :-

Odisha State Co-operative Marketing Federation Ltd.(MARKFED-Odisha), Old Station Road, Bhubaneswar-6 intends to let out some idle newly constructed/ old godowns situated at different locations in the State of Odisha for storing goods/materials related to Agriculture and allied activities viz. Fertilizers, Seeds, pulses, implements, Iron & 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 Managing Director, MARKFED-Odisha, Bhubaneswar super-scribing "Hiring of Godown No.....at (Location) "* in their letter head indicating the type of godown, capacity of the godown(area in sqft) and specific materials to be stored etc.. The successful Bidder has to make Security deposit to the tune of 06 (Six) times of godown rent at the time of 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 assigning any reason thereof. Separate envelope should be submitted for each specific godown.

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 3 (three) terms having duration of 11 (eleven) months each with mutual consent of both parties. The extension period would be decided by the M.D, MARKFED on request of the tenant, considering the honesty and loyalty in successful completion of the tenancy period as per terms and conditions of last agreement


 Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751005

by the tenant. The extension of tenancy will be made on existing or revised terms and condition which entirely at the discretion of the owner (Managing Director, MARKFED-Odisha). However, the rate of rent may be enhanced by minimum 10% or more. **Separate set of bids to be submitted for each godown.**

1.3 Places of godowns put to tender:-

The following godowns (technical details) will be put to tender in the first phase is indicated below:-

SPECIFICATIONS OF THE GODOWN TO BE LET OUT

Sl. No.	Location of Godown	District	No. of Godowns with godown No.	Area in Sft. Of each godown	Condition of the Godown	Contact person with No. for inspection of the Godown
1	Baidaposi (Rairangpur)	Mayurbhanj	1 (One) G.N: 04	1500	Old	A.M, Baripada 7008980959
2	Bampada (Balasore)	Balasore	1(One) G.No-8	3000	New	A. M. Balasore (9937471271)
3	Bampada (Balasore)	Balasore	3(Three) G.No-4,5&7	1500	Old	A. M. Balasore (9937471271)
4	Bampada (Balasore)	Balasore	1(One) G.No-3	6000	New	A. M. Balasore (9937471271)
5	Phulbani	Kondhamal	1(One) G.No-2	3000	New	A. M. Boudh (9938410407)
6	Sindurpank	Sambalpur	2(Two) G.No-03&04	6000	New	A.M.Sambalpur (8917211766)
7	Dhenkanal Buffer	Dhenkanal	3(Three) G.No-4,5&6	3000	New	A. M. Angul (9178700628)
8	Nagenpali (Bargarh)	Bargarh	2 (Two) G.No-3&5	6000	New	A. M. Bargarh (8249860893)
9	Attabira (Rengali camp)	Bargarh	1(one) G.No-3	1500	Old	A. M. Bargarh (8249860893)
10	Attabira (Rengali Camp)	Bargarh	1(one) G.No-6	3000	Old	A. M. Bargarh (8249860893)
11	Barpali	Bargarh	1 (one) G.No- 6	1500	Old	A. M. Bargarh (8249860893)
12	Sundargarh	Sundargarh	1 (One)	3000	New	A. M.Sundargarh (9438652821)


 13/11/2024
Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

13	Jeypore	Koraput	1 (One)	6000	New	A.M, Jeypore 9437374301
14	Umerkote	Nowarang pur	1 (One)	3000	old	A.M, Jeypore 9437374301
15	Baripada	Mayurbhanj	1 (One) G.N: 04	3000	Old	A.M, Baripada 7008980959
16	Jatni	Khordha	1 (One) G.No-2	6000	New	A.M Jatni &Puri (9438621421)

A- Total: Retender for 22 godowns (Out of which, New-13 & old-09).

B- New tenders:- 1 (one)

1	Betnoti	Mayurbhanj	1 (One) G.N: 02	3000	New	A.M, Baripada 7008980959
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1.4 Mode of payment of Rent:

The monthly payment of rent will be collected in advance in shape of PDC (Post dated cheques) to be submitted by the tenant during Agreement. The tenant has to deposit 12 (twelve) nos of PDC to the concerned Area manager of Land-Lord 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 be involved 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.
- The bidder should furnish certificate of declaration regarding near relative/family members/ committee members of his in the federation.
- The bidder should enclose cost of tender paper & EMD with the bids for consideration.
- The bidder should furnish a tender complete in all respect for each godown.
- The bidders shall submit one set of tender paper (containing all documents, technical bid , financial bid, EMD & Cost of tender paper) for each godown. For example, one set of tender paper complete in all respect to be submitted for godown No-4 of Balasore & another set for godown No-5 of same locality.

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 any Nationalized Bank in favour of Odisha State Cooperative Marketing Federation Ltd. payable at Bhubaneswar and submit the duly filled in tender papers within scheduled date & time.

The bidders shall download the tender documents from the Tender website of Government of Odisha (www.odisha.gov.in)/ Cooperation Department website i.e. www.coopodisha.in

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.

4. **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.

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
- Certificate for Non-Participation of near relative
- Agency details
- Technical and Financial Bid Documents alongwith check list.
- Specimen agreement
- Certificate of declaration regarding blacklisting or otherwise.

• Financial bid containing one rate of rent for each godown in a bid document.

5.1. The bidder is expected to have examined all instructions, forms, terms and specification in the Bid Document. Failure to furnish all the bids not substantially responsive to the Bid document in every respect will be at

[Handwritten Signature]
13/12/21

Managing Director

The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

the bidders risk and may result in rejection of the Bid.

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

5.3. The prospective bidders shall keep their offers valid up to 60 days from the date of opening of tender or till finalization of tender process.

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

6. Amendment to bid documents:

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

6.1. The amendments will be updated on **Cooperation department website only.**

7. Rejection of incomplete & conditional tenders:

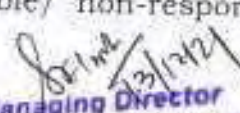
The incomplete / *not complying the minimum eligibility conditions as per clause No.-2 & bid documents prescribed at clause no.-5* & conditional bids will be rejected. Quoting unrealistic rates will also be treated as dis-qualification and rejected.

7.1 Bidders shall furnish separate set of tender paper for different godowns. Tender paper indicating only one rate of rent per each godown number, along-with cost of tender & EMD will be accepted. Non compliance to the above, will be treated as Non-responsive and rejected summarily.

7.2 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.

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

7.4. Bidders 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


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751008

hence rejected.

7.5. 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/ non-responsive.

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 and the bid shall be treated as non responsive and hence rejected.

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

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

8. Non-transferability:

The tender is non- transferable.

9. 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.

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 the tender paper Rs.1000/- (Rupees One thousand) only including GST in the form of Demand Draft drawn in favour of MARKFED-Odisha, payable at Bhubaneswar per bid for each godown.
- 10.3 EMD of Rs.20,000.00 (Rupees Twenty thousand) only be furnished in accordance with the respective Clause per bid for each godown.


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

- 10.4 Bid form and price scheduled completed in accordance with respective clause be submitted as per Performa enclosed in bidders' letter head indicating godown Number, location, capacity & rate of rent of a godown per Sft.(excluding applicable GST).
- 10.5 Letter of authorization for attending Bid opening as per Annexure.
- 10.6 Check list – Annexure.
- 10.7 Declaration regarding non-participation of any near / close relative – Annexure.
- 10.8 Agency details / Certificate of declaration regarding blacklisting – Annexure.
- 10.9 Copy of Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be.
- 10.10 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.

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 will be considered for evaluation.

11.1 Only one rate (Rate per Sft.) should be quoted for each godown and if rate is quoted in other form i.e. a bid submitted with an adjustable rate, quotation will be treated **as non responsive** and will be rejected.

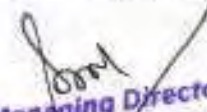
11.2 The rates should be valid for 11 months from the date of signing of the agreement. 10% hike on subsequent terms if arises in future

11.3 **The successful bidder shall furnish S.D (Security Deposit) equal to 6 (Six) month's gross rent (Rent +GST) within 7 days of issue of intimation.**

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

12.1 EMD of Rs.20,000.00 (Rupees Twenty thousand)only in the form of D.D from any Nationalized bank drawn in favour of OSCMF Ltd. payable at Bhubaneswar shall accompany with the bid. The EMD is interest free.

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


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

12.3 A bid received without EMD & cost of tender, 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 non-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 without any interest.

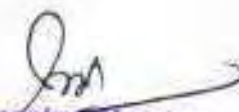
12.7 Security Deposit (S.D):- The successful bidder shall furnish S.D (Security Deposit) equal to 06 (Six) month's gross rent (Rent +GST) within 7 days of issue of intimation.

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 vacant 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 The bid security may be forfeited:

- A) If a bidder withdraws his bid during the period of bid validity.
- B) In case of successful bidder, if the bidder fails to
 - i) Sign the Contract/Agreement.
 - ii) Furnish the S.D(Security deposit as mentioned in bid document) within the specified time.
 - iii) The EMD of successful bidder will be adjusted towards Security Deposit on request of the bidder.


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Rhubaneswar - 751006

13. Conditional bids:-

The **conditional bids** shall not be considered and will be outrightly 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.**

14. Period of validity of bids:

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. A bid valid for a shorter period shall be rejected by the owner as non responsive.

15. Signing of the Bids:

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

15.2 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.

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

16. Submission of Bid :

Sealing, Marking & Submission

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

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

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

a. The Technical bid alongwith cost of tender paper & EMD as indicated in clause 12.1 of "EMD & Security Deposit head",

b. All the information and documents as per clause No 5 & 5.1 under bid documents head mentioned in this DTCN.


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

c. A covering letter accompanying the bid duly addressed to the Managing Director, MARKFED.

d. **Envelope No.1 shall be submitted** super-scribing the location of the godown, Godown No. and capacity.

16.4. Envelope No.2 shall contain (Financial Bid):

- a) The rate of rent per sqft duly filled in and signed and stamped.
- b) The bidder must fill up quoted godown No and rate of rent per Sqft for a godown in the Financial bid (Only one entry to be made per godown in the financial bid).
- c) No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.

The above two envelopes shall bear the godown No, capacity, location of the Godown and district of MARKFED along with tender number, due date and time and shall be sealed **in a third envelope addressed to the Managing Director, MARKFED.**

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

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

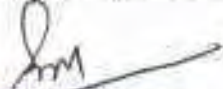
16.6) All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

17. Deadline for submission of bids

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

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

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


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

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

18. Bid Opening and evaluation :

Bid opening ;

18.1. **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 card issued by the concerned bidder and also a copy of the authorization as given in the Annexure.

18.2. **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.

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

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

19. Process to be confidential :

19.1. 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.


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751005

19.2. Any effort by the bidders to influence the Staff / Officers / Board of Directors of MARKFED-Odisha 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.

20. Clarification of Bids:

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

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


21. Determinations of Eligibility & Responsiveness:

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

21.2 A bid which in relation to the estimates of the empowered committee is unrealistically priced, not complied minimum eligibility conditions (Cl. 2 & 5.1), not accompanied with cost of tender & EMD per godown / bid and which cannot be sustained satisfactorily by the bidder, may be rejected as **non responsive.**

22. Evaluation and Comparison of Bids :

22.1 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.


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd.
 Rhubaneswar - 751006

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

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

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

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

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

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

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

22.8 Incorrectly added totals will be corrected.

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

22.10 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.

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

22.12 Quoting of same rates by more than one bidder (tenderer) could be construed as an exceptional circumstance. In such cases, all the


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

bidders who have quoted the same highest rates shall be called for and decision will be taken through **public lottery**.

23. Contacting the Awarding organization(MARKFED) :

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

Any effort by the bidder to influence the Committee members/ authority of MARKFED influencing in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. Corrupt practices:

Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any tender committee member; officers or employees of the MARKFED shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing, if any, form on the part or on behalf of the tenderer shall also make his tender liable for rejection.

25. Award of Contract:

Award Criteria

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

26. Right to accept / reject any or all Bids :

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


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

27. Notification of Award :

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

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

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

28. Signing of Agreement:

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 and fill the Agreement in accordance with draft agreement . The successful bidder, shall get the same engrossed, signed and submit the same to the Managing Director, MARKFED at H.O, MARKFED at Bhubaneswar or submit through the Area Manager concerned 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 Managing Director, MARKFED.

29. Annulment of the Award:

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

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


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

30. Termination for Insolvency:

The M.D, MARKFED may at any time terminate the Contract (Agreement) by giving notice to the Contractor, without compensation, if the party 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.

31 Set Off:

Any sum of money due from the tenant (including Security 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 MARKFED for payment of sum of money arising out to this contract or under any other contract made by the tenant with the MARKFED .

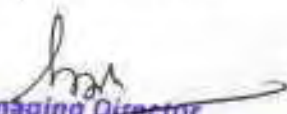
32 Settlement of disputes :

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, Bhubaneswar or any other person appointed by the Registrar, Cooperative Societies, Odisha and there shall be no objection to any such appointment and the awards of such Arbitrator shall be final and binding on both the parties in all respect.

33 Force Majeure

Neither the MARKFED nor the 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 because of any levy, order proclamation, regulation or ordinance of any Government or of any subdivision thereof or because of any act of God.

---XXXXXXXXXXXXXXXXXXXX---


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Rhubaneswar - 751006

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 D.D No. _____
Date _____ drawn on Bank _____
payable at _____

5. Full Address of Registered Office: _____

TelephoneNo. _____
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/GIR No.: _____
(Attached attested Copy)

9. GST Registration No.: _____
(Attached attested Copy of upto date valid copy of GST 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.
- iii. Duly filled in authorization letter as per format have been submitted for attending the bid opening (Original proof of Indentify may be produced on demand).

Place:

Date:

Seal & Signature of the Bidder.


Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Rhubaneswar - 751005

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.

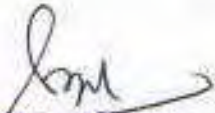
Signature of authorized person

Date:

Place:

Name:

Seal


Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Rhubaneswar - 751005

Check list of documents to be provided with the Technical Bid

SI No.	Document to be submitted	Page No.
1	Tender Call Notice, terms & conditions as downloaded from the designated web-site(Duly signed).	
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.	
5	Agency Details/ Tel No. M (No.) Addressing of the Bidder for corresponding.	
6	Copy of partnership deed/ proprietorship deed or articles/ Memorandum of Association.	
7	Copy of the GSTN Certificate obtained from the Govt of Odisha.	
8	Copy of PAN allotted to him by IT Department.	
9	Certification of declaration regarding near relating/ Family Members/ Committee Members in the Federation.	
10	Certificate of declaration regarding black listing.	

N.B:-One set of tender document to be submitted per each godown number for bidding.

Seal & Signature of the bidder


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

Format-2

FINANCIAL BID
(In the letter head of the bidder)


Name of the District	Location of Godown	Godown Number.	Total Area in Sqft.	Rate quoted per Sqft(both in amount & figure)	GST @ 18%	Total amount of rent quoted + GST
(1)	(2)	(3)	(4)	(5)	(6)	(7)

N.B: The bidder is supposed to have gone through and examined the terms & conditions of bid document, specifications and with full understanding of its implications, visited the godown, discussed with the concerned contact person or his representative and with full knowledge of the condition of the godown and on full satisfaction, has filled up the rate of rent for a single godown number.

Place:

Date:

Seal & Signature
of the Bidder


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Rhubaneswar - 751006

Annexure-1**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Tender No. _____ Dated: _____

Pass port size
Photograph to
be pasted

To

The Managing Director
MARKFED-Odisha,
Bhubaneswar.

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

Dear Sir,

The following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) is given below.

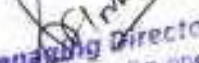
Name & specimen signature of Officer authorized to sign the bid documents on behalf of the bidder.

(Specimen Signature of the Authorized person)

Name & Seal:

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

1. Only one representative shall be allowed.


Managing Director
The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar - 751005

Annexure-2**(Certificate of Declaration of near relatives/ Family members/Partners/Directors)****AFFIDAVIT**

I Sri ----- Aged about -----years, Son / daughter / wife of Sri -
-----, Proprietor / partner /Director of M/s----- do hereby solemnly
affirm and declare as follows:

I am aware of the fact that the term 'family' shall mean husband / wife, unmarried sons / daughters, married son leaving in the same mess (including adopted children) and dependant parents. No person, under this tender process, if s/he or any her / his family members has a commercial interest in a business relating to activities of MARKFED for a source and / or recipient district for which I intend to apply under this tender.

I am also aware that commercial interest shall include a business, partnership or company for which I intend to apply under this tender.

I declare that I / any family member / partner(s) alongwith his / her / their family members / Director(s) along with his / her / their family members have no commercial interest with any activities of MARKFED in any district for which I intend to apply under this tender.

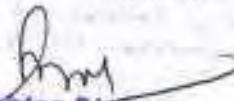
If the above declaration is found false / not true during scrutiny of the tender or the currency of the contract, I shall be held liable for punishment for such breach of contract and my agreement shall also be liable for termination. Apart from above, my EMD and Security Deposit shall also be forfeited.

**Identified by me.
Deponents
Advocate.**

The above deponent being present before me & duly identified by Sri -----
, Advocate states on oath that the facts stated above are true to the best of his / her
knowledge.

Signature of deponent

(N.B: - To be prepared in Non-judicial stamp paper worthRs.10/-.)


Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

**CERTIFICATE OF DECLARATION
REGARDING BLACKLISTING**

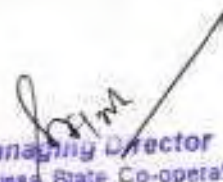
I _____ Son/ Daughter of _____ /
W/O _____ AT / P.O _____ Dist _____ here
by confirm and declare that my/our firm/company M/S _____
is not **Blacklisted /delisted** or debarred or on Holiday list with any company of private
/Public Ltd. / Government Company/Govt. Deptt. from participating in the tender.

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.

Seal & Signature:

For and on behalf of the Bidder

Name : _____


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd.
 Rhubaneswar - 751006

GENERAL TERM AND CONDITIONS FOR LETTING OUT OF GODOWNS

1. The agreement shall be for a period of 11 months. The tenancy period may be renewed for a further period of maximum upto 3 (three) terms having duration of 11 (eleven) months each with mutual consent of both parties. The extension period would be decided by the M.D, MARKFED on request of the tenant considering the honesty and loyalty in successful completion of the tenancy period as per terms and conditions of last agreement by the tenant. The extension of tenancy will be made on existing or revised terms and condition which entirely at the discretion of the owner (Managing Director, MARKFED-Odisha). However, the rate of rent may be enhanced by minimum 10% or more.

2. That the Land lord (MARKFED) shall let out its godown having area of _____ Sqft/ _____ MT capacity located at _____ in the district of _____ and the tenant shall take the Godown on rent basis for storing of _____ materials as specified in the DTCN for a period of 11 months or till extension period.

1. 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 concerned Area Manager of Land-lord 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).




Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

3. 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.
4. That the tenant shall not transfer his right over this deed of agreement or shall not sublet or deliver possession of the aforesaid godown or any portion thereof to any person who-so-ever without prior permission from the land lord.
5. That the Tenant has got possession of the aforesaid demised godown from the Land-Lord in good tenantable with all fittings and fixtures attached to it's in good running order from the Land-Lord through its authorized representative (Area Manager).
6. That the tenant shall keep & maintain the demised godown & it's premises in good proper and tenable condition at his own cost.
7. That the tenant shall obtain requisite valid License from the competent authority for carrying out his business and in no case, MARKFED will be held responsible / guarantor for him.
8. 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.
9. 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.
10. That the employees / workmen / contractors engaged / labor deployed well be treated as employees of the tenant only and not of Land-Lord and tenant will be liable to meet all service matters of them at his our cost and expanse.


Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751005

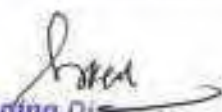
11. That the Land-Lord shall not be responsible for any loss or injury sustained by the worker and or employed by the tenant(Selected Bidder) for the purpose upper the said premises under any labor litigation.
12. That the Tenant shall not use the premises of the aforesaid godown for any purpose other than that for which the godown is taken on rent except with the prior written consent of the Land-Lord. In case, the Tenant uses the godown for the purposes other than that for which it was let-out, the tenancy shall be deemed to have terminated and the Land-Lord shall be entitled to recover/take back possession thereof forthwith.
13. That, the tenant shall be responsible for safe custody of his goods and assets kept in the above rented godown, the land lord in no way shall be responsible / liable for any damages/loss, theft etc., caused to the said goods/assets and the tenant shall have no right to claim compensation from the land lord in any manner.
14. The tenant shall insure its goods and assets through a recognized insurance company with intimation to the landlord.
15. EMD of Rs.20,000.00 (Rupees Twenty thousand) only in form of DD from any Nationalized bank drawn in favour of Odisha State Cooperative Marketing Federation/MARKFED-Odisha payable at Bhubaneswar shall accompanying with the bid. The EMD is so received is to be interest free and shall remain valid for a period of 60 days beyond the final validity period of the bid.
16. 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 Odisha State Cooperative Marketing Federation Ltd., payable at Bhubaneswar before signing the contract.


Managing Director
The Orissa State Co-operative
Marketing Federation Ltd.
Bhubaneswar - 751008

17. The EMD of the successful bidder will be adjusted towards the security deposit. However, the EMD of un-successful bidder will be refunded soon after finalization of the tender process.
18. The bidders shall download the tender documents from the Tender website of Government of Odisha (www.odisha.gov.in)/ Cooperation Department website i.e. www.coopodisha.in.
19. 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.
20. The bidders shall submit one set of tender paper (containing all documents, technical bid , financial bid, EMD & Cost of tender paper) for each godown.
21. The responsibility for submission for the bid in time should vest with the bidder.
22. E-mail/FAX/Other mode of offers will be treated as defective, invalid and rejected. Only detailed and complete bids received by speed post / Regd. Post prior to the closing time and date of the bids will be taken as valid.
23. No overwriting or cutting is permitted in the Bid Form. In such cases, the tender shall summarily be rejected.
24. 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.


Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Bhubaneswar - 751006

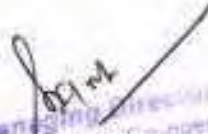
25. Managing Director may at his discretion extend deadline for submission of bids through issuance of a corrigendum for the reasons mentioned there in. In such case all rights and obligations of MARKFED and the bidder previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
26. That on expiry of Agreement period termination of tenancy, the Tenant shall handover the godown(s) allotted to him in good, sound & tenantable condition along with the fittings and fixtures attached to the godowns in good and working condition, to the Land-Lord (1st party) within a week time, failing which the cost will be recovered from out of the security Deposit of the Tenant.
27. 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 the tenancy by efflux of time, the Tenant shall be 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.
28. Any sum of money due from the tenant (including Security 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 MARKFED for payment of sum of money arising out to this contract or under any other contract made by the tenant with the MARKFED .
29. That in case the Tenant shall not give delivery of possession on expiry of the tenancy period or 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).


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

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

31. 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 liable and responsible for the same.

XXXXXXXXXXXXXXXXXXXXXXXXXX


Managing Director
The Orissa State Co-operative
Marketing Federation Ltd
Rhubaneswar - 751006

LEASE & LICENCE AGREEMENT

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

AND

Sri _____ S/o _____, aged about _____ years, inhabitant of _____, Mobile No. _____, Mail id: _____ (hereinafter referred to as the "TENANT" which expressions, unless repugnant to the context shall include his legal heirs, nominees and assignees) represented through its proprietor/ partner hereinafter called as. **'SECOND PARTY'**

AND


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

WHEREAS, the Land – Lord is the lawful owner and possessed of this godown and sufficiently entitled to use / let-out the godown no. _____ situated at (Location) _____ of district _____

AND

WHEREAS, the Land-Lord has agreed to let out the said godown on rent and the tenant has furnished bid document to hire the said godown No.-----on rent from the Land-lord.

AND

WHEREAS, the tenant being the successful bidder agreed to take the godown of the Land-Lord located at _____ having _____ area on a monthly rent basis for a period of 11 months @ Rs. _____ per sqft per month totaling the rent of Rs. _____ PM, excluding GST@ 18% + Electricity and Water charges extra as applicable, on "as-is where-is" basis, for the purpose of storing of _____ (goods).

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That, the agreement is deemed to have been commenced from the _____ and shall be in force for a period of 11 (eleven) months. On expiry of the said agreement period the party may however by mutual agreement extend the period of tenancy for a further period of 3 terms with execution of new agreement on such terms and conditions as would be mutually agreed upon subject to enhancement of rent @ 10 % and other terms and conditions owing to the prevailing market rate.
2. That tenant shall use this premises for storing of _____.
3. That, the Tenant shall pay gross rent in advance in shape of post dated cheques for which he has to deposit 12 nos of PDC with the Area Manager's Office at _____ of Land-Lord at the time of execution of Agreement. The godown rent will be collected by the concerned Area Manager of Land-Lord in every month 5th day of the month by encashing the signed cheque of the tenant Bank Account, for which the tenant has to maintain sufficient balance in his account. So that the godown the godown rent for the said month can be collected. In case of cheque bounce for insufficient balance, penalty of Rs. 1000.00 (one thousand) only per day will be charged apart from initiation of Legal action shall be taken against the defaulting tenant under N.I. Act apart from forfeiture of Security Deposit (S.D).
4. That the Tenant (Successful bidder) has to deposit 6 (six) months gross rent at Concerned Area Office / Head Office, MARKFED Bhubaneswar as Security Deposit with the Land-Lord, which is interest free and shall be refunded/adjusted at the end of the tenancy period or otherwise only after the Land-Lord gets back


[Signature]
Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

peaceful vacant possession of the godown no. ___ capacity ___ and also after adjustment of dues if any. The tenant further agrees to remove all his goods & effects on termination of tenancy and deliver peaceful vacant possession of the demised premises to the Land-Lord.

5. That not-with-standing the date, on which the Tenant has occupied the godown, as aforesaid, the tenancy shall reckon from the 1st day of the month according to the English Calendar year and terminate on the last date of the month.
6. That the Tenant has got possession of the aforesaid demised godown from the Land-Lord in good tenantable with all fittings and fixtures attached to it's in good running order from the Land-Lord through its authorized representative (Area Manager).
7. That the tenant shall keep & maintain the demised godown & it's premises in good proper and tenable condition at his own cost.
8. That the tenant shall obtain requisite valid License from the competent authority for carrying out his business and in no case, MARKFED will be held responsible / guarantor for him.
9. That the employees / workmen / contractors engaged / labor deployed well be treated as employees of the tenant only and not of Land-Lord and tenant will be liable to meet all service matters of them at his our cost and expanse.
10. That the Land-Lord shall not be responsible for any loss or injury sustained by the worker and or employed by the tenant(Selected Bidder) for the purpose upper the said premises under any labor litigation.
11. That the Tenant shall not use the premises of the aforesaid godown for any purpose other than that for which the godown is taken on rent except with the prior written consent of the Land-Lord. In case, the Tenant uses the godown for the purposes other than that for which it was let-out, the tenancy shall be deemed to have terminated and the Land-Lord shall be entitled to recover/take back possession thereof forthwith.
12. That the Tenant shall not transfer his right under this deed or shall not sub-let or deliver possession of the aforesaid godown or any portion thereof to any person/Organization what's so ever. In case, the Tenant does the same, this agreement shall be terminated and the Land-Lord shall be entitled to take over possession thereof forthwith and shall be entitled to lock the premises with or without any articles or things may be in the aforesaid godown.


Managing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751006

13. On consent of the Land-Lord that the Tenant shall apply to the concerned authority of Electricity Department for connection of electric line, installation of main switch, meter etc., and PH Department, for water supply line to aforesaid godown allotted to him. The cost for such expenses and subsequent monthly charges shall be borne by the Tenant himself.
14. That the Tenant shall pay electricity rent and duties for the consumption of electricity energy that may be payable by him or imposed in respect of the aforesaid godown on or before the due date and shall intimate about the fact of such payment within seven days thereof to the representative Land-Lord every month on receipt of bills. In the event, the tenant fails to pay the same; it shall be recovered from the tenant out of his security deposit lying with the Land-Lord along with penalty, if any.
15. That the tenant shall keep all the fixtures and fittings, attached to the godown in good running condition and shall pay all charges, duties and taxes that may be payable as per Acts and Rules by him or imposed in respect of/out of the business of the Tenant in the premises.
16. The Tenant shall not store articles / goods combustible hazardous explosive or through this agreement not to keep articles which are inflammable objectionable.
17. That Land-Lord agrees to pay the land revenue and the holding charges by the Municipality / NAC on the aforesaid premises. The concerned Area Manager shall take necessary steps for depositing of the taxes and levies in time.
18. That the tenant shall not make any addition or alteration to the premises of the said godowns and shall keep the said premises in good tenantable condition. In case of any damage to godowns, the Tenant will bear the repair cost.
19. The tenant shall make minor repairs if required for the godowns allotted to him at his own cost and expenses.
20. That the tenant shall not be entitled to occupy / use any place other than the portion for which license has been granted (Agreement executed) and shall not create any nuisance in the complex / premises of the land lord. All activities of the tenant shall remain confined to the licensed portion only. In case the tenant use other areas / portion of the premises belonging to the Land-lord, the same amounts to breach of terms of Agreement and Agreement shall stand terminated forthwith.
21. That the Tenant shall be responsible for safe custody of his goods and assets kept in the above godowns of the Land-Lord and the Land-Lord in no way shall be


 Standing Director
 The Orissa State Co-operative
 Marketing Federation Ltd
 Bhubaneswar - 751008

responsible for any shortages /damages /loss/ theft/fire/flood/rioting/cyclone or any other natural or manmade accident/calamities etc. caused to the said goods/assets and the Tenant shall have no right to claim compensation from the Land-Lord in any Court of Law.

22. That it is the duty of the "SECOND PARTY" to ensure necessary and adequate Insurance coverage for the stocks stored by him.
23. That on expiry of Agreement period termination of tenancy, the Tenant shall handover the godown(s) allotted to him in good, sound & tenantable condition along with the fittings and fixtures attached to the godowns in good and working condition, to the Land-Lord (1st party) within a week time, failing which the cost will be recovered from out of the security Deposit of the Tenant.
24. That in the event either party of the agreement to terminate the tenancy at any time prior to the period fixed under this agreement either party may do so by serving upon the other a prior notice of 30 (thirty) days clearly indicating the reasons of such termination. However, in the event of breach a showcause notice to the tenant indicating the reasons leading to termination of contact.
25. 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 the tenancy by efflux of time, the Tenant shall be 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.
26. That in case the Tenant shall not give delivery of possession on expiry of the tenancy period or 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).
27. That the tenant further agrees that in case of breach of any of the terms and conditions of this deed of agreement on his part, he shall forfeit all his rights and interests including forfeiture of security deposit under this agreement and the Land-Lord in such case shall be entitled to take over possession of the premises with all Article kept these is of the godown without any intimation.
28. 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 from the Tenant the said sum along with interest @ 18% per annum for the defaulting period.

29. 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 liable and responsible for the same.

ARBITRATION CLAUSE

That both Land-Lord and Tenant further agree that all disputes and differences arising out of or any matter touching or concerning this agreement what-so-ever shall be referred to the Registrar of Co-operative Societies, Odisha, Bhubaneswar who may decide such dispute as the sole arbitrator, or may appoint any other person to arbitrate over the dispute and the award of such arbitration shall be final and binding on both the parties in all respect.

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

In presence of Witnesses:

1.

.....
(LAND-LORD)
(FIRST PARTY)

(Seal & Signature)

2.


In presence of Witnesses:

1.

.....
(TENANT)
(SECOND PARTY)

(Seal & Signature)

2.


Managing Director
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