



## **MARKFED-ODISHA**

**(THE ODISHA STATE CO-OPERATIVE MARKETING FEDERATION LTD.)**  
**(Old Station Road, Bhubaneswar-751006)**

Ref. No. **380**

Date: **02.02.2021**

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

The Odisha State Co-operative Marketing Federation Ltd.(MARKFED-Odisha), Old Station Road, Bhubaneswar-6 intends to let out its Multi Commodity Cold Storage (as is where is basis) located at Rayagada having capacity of 5000 MT on lease rent basis. Interested Professionals/Societies/Govt. Agencies having experience in the Management / operation of Cold Storage may apply in sealed cover super-scribing the name of the Cold Storage along with the RFP number and date addressing to “Managing Director, MARKFED-Odisha” so as to reach the same by Speed Post/Registered Post on or before 2.00 PM dt.22.02.2021 .

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

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

Interested bidders are requested to visit tender portal for update information of tender (Corrigendum/addendum etc.).

**Sd/-**

**Managing Director**



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

**TENDER DOCUMENT**

**The Managing Director, MARKFED invites sealed Tenders from interested Professionals/Societies/Self Help Group/Govt. Agencies**

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**Important Information's:-**

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

- a. Period of issue of Tender Document :- **Date of publication in local daily news paper**
- b. Last Date and time for submission of Tender Document :-  
**22.02.2021(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 may also download the tender documents from the Tender website of Government of Odisha ([www.odisha.gov.in](http://www.odisha.gov.in))/ MARKFED website i.e. [www.markfedodisha.nic.in](http://www.markfedodisha.nic.in).

3. In such case, the Bidder is to attach a Demand Draft for Rs.1000.00 (Rupees one thousand) on any nationalized bank in favour of Odisha State Co-operative Marketing federation ltd. payable at Bhubaneswar 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 22.02.2021 at 3 P.M
  - b) Financial Bids of eligible technical bidders on. 23.02.2021 to be intimated.
6. Cost of Bid documents: Rs.1,000.00(Rupees One thousand only) in shape of D.D.
7. Period of contract :- 11 months

## **BIDDER'S COVERING LETTER**

To

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

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

Dear Sir,

Having gone through and examined the terms & conditions of bid document for 2021, specifications and with full understanding and its implications, the receipt of which is hereby duly acknowledged, I/we the undersigned confirm to take the Cold Storage on lease basis shown in the scope of work and jurisdiction of contract attached herewith and made part of this.

I/we undertake that, my/ours is a Professional/Cooperative Society/Self Help Group/ Govt. Agency and if my/our offer is accepted, I/I/we shall to take the possession of the let out Cold Storage in accordance with the time limits and terms & conditions stipulated in the tender documents. If my/our bid is accepted, I/we shall deposit the Security Deposit / Performance Guarantee (P.G) as per the conditions mentioned in the contract.

I/we agree to abide by this bid from the date of submission of bid documents and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by me/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.1,00,000.00 (Rupees ten thousand)only & Rs.1000.00 (Rupees one thousand)only towards cost of tender paper.

Dated this ..... Day of February-2021(the month and year)

Signature of Authorized Signatory .....

In capacity of .....

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

## **SECTION- I**

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

1. **Service:-**

To take the Cold Storage of MARKFED, located at Tumbiguda, Rayagada of Odisha for storing of Potato, Vegetables, Fruits, Tamarind and any other suitable commodities (other than objectionable items).

1.1 **Storage Capacity & Commodities for Storage (Rayagada Multi Commodity Cold Storage):**

5000MT storage capacity with 3 (three) separate storage chambers.  
(Chamber-I : 2,500MT for potato or any other suitable commodities,  
Chamber-II : 2,200MT for potato or any other suitable commodities,  
Chamber-III : 300MT for fruits/vegetables or any other suitable commodities

1.2 **Period of Rent:**

For a Period of 11 Months subject to extension of time with the consent of both the parties maximum up to 3 Terms.

1.3 **Pre-visit of Cold Storage**

The tenderer is advised to visit the cold storage at Rayagada to check the available facilities before submitting the tender. Submission of Tender would presuppose that the party has verified the Cold Storage and no complain on the installation/facilities in the Cold Storage will be entertained thereafter.

1.4 **Period of Contract:**

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

### **1.5 Places of operation**

Cold Storage at Tumbiguda, Rayagada

### **1.6 Mode of payment of Rent:**

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

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

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

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

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

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

### **2.3. Cost of bidding :-**

The bidders shall bear all costs associated with the preparation and submission of the bid. MARKFED-Odisha in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

#### 2.4. **Bid documents:**

Bid document includes:

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

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

2.4.2. Any clarification in the matter may be referred to Manager(Marketing) MARKFED.

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

2.4.4. Any clarification/query raised by the bidder shall be responded by the Manager (Mktg.) Head Office and the Area Manager, MARKFED, Rayagada.

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

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

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

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

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

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

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

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

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

2.11. **Non-transferability:**

The tender is non- transferable.

3. **Preparation of Bids:**

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

3.1. **Documents comprising the bid:**

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

- Documentary evidence in accordance with clause 2.1 of section 1 establishing that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- The cost of the tender paper Rs.1000/- (Rupees One thousand) only including GST in the form of Demand Draft drawn in favour of MARKFED-Odisha, payable at Bhubaneswar.
- EMD of Rs.1,00,000.00 (Rupees One Lakh) only be furnished in accordance with the Clause.
- Bid form and price schedule completed in accordance with respective clause as per Section-I.
- Letter of authorization for attending Bid opening as per Annexure.
- Check list – Annexure.
- Declaration regarding non-participation of any near / close relative - Annexure.

- Agency details / Certificate of declaration regarding blacklisting – Annexure.
- Copy of Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be.

4. **Bid prices:**

The rate of lease rent should be quoted in Indian Rupees only in words as well as figures. GST & TDS as applicable.

4.1 The rates should be valid for 11 months from the date of signing of the agreement with 10% of hike on the rent of previous years in the next terms of agreement. A bid submitted with an adjustable rate quotation will be treated **as non responsive** and will be rejected.

4.2 The successful bidder shall furnish S.D/Performance Guarantee (P.G) of Rs.10,00,000.00 (Rupees Ten Lakh) rent within 7 days of issue of intimation.

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

5.1 EMD of Rs.1,00,000.00 (Rupees One lakh) only in the form of D.D from any Nationalized bank drawn in favour of OSCMF Ltd. payable at Bhubaneswar shall accompany with the bid. The EMD is interest free.

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

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

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

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

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

5.7 The bid security may be forfeited:

- A) If a bidder withdraws his bid during the period of bid validity.
- B) In case of successful bidder, if the bidder fails to



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

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

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

**7. Signing of the Bids:**

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

7.2 All entries in the bid form should be legible and filled in clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.

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

**8. Submission of Bid :**

**Sealing, Marking & Submission**

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

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

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

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

**b.** All the information and documents in the same serial order as given in this tender documents.

**C.** A covering letter accompanying the bid duly addressed to the Managing Director, MARKFED supercribing the location of the Cold Storage and capacity.

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

The bidder must fill up quoted rent per month excluding GST for the Cold Storage.

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

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

**9. Deadline for submission of bids**

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

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

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

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

**10. Bid Opening and evaluation :**

**Bid opening ;**

10.1. **Envelope No.1**- Containing the **Technical bid** along with cost of tender paper, bid security and all the information documents shall be opened by the committee in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid security receipt is not found as prescribed the bid shall be summarily rejected. The representatives are required to bring photo identity card issued by the concerned bidder and also a copy of the authorization as given in the Annexure.

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

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

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

**11. Process to be confidential :**

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

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

**12. Clarification of Bids:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.6.2. Incorrectly added totals will be corrected.

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

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

## **15. Award of Contract:**

### **Award Criteria**

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

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

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

## **17. Notification of Award :**

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

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

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

## **18. Signing of Agreement:**

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

## **19. Annulment of the Award:**

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

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

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

1. Name of the Bidder: \_\_\_\_\_
2. Status(Proprietor//Partner/Director) \_\_\_\_\_ :
3. Details Earnest Money Deposit: Rs1,00,000.00 vide M.R No./D.D No. \_\_\_\_\_ Date \_\_\_\_\_ drawn on Bank \_\_\_\_\_.
4. Details of cost of tender Paper: Rs\_1000.00 \_\_\_\_\_ vide D.D No. \_\_\_\_\_ Date \_\_\_\_\_ drawn on Bank \_\_\_\_\_.
5. Full Address of Registered Officer: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-mail Address: \_\_\_\_\_
6. Name, Address & Telephone No. of Authorized officer / person  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Banker of the Bidder: \_\_\_\_\_  
7.1 Telephone Number of Banker: \_\_\_\_\_
8. PAN/GIR No.: \_\_\_\_\_  
(Attached attested Copy)
9. GST Registration No.: \_\_\_\_\_  
(Attached attested Copy of GST)

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

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

Place:  
Date:

**Seal & Signature  
of the Bidder.**

## DECLARATION

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

**Signature of authorized person**

**Date:**

**Place:**

**Name:**

**Seal**



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

<b>SI No.</b>	<b>Document to be submitted</b>	<b>Page No.</b>
<b>1</b>	EMD of Rs. 1,00,000.00 in the form of D.D. from a Nationalized Bank.	
<b>2</b>	Cost of Tender Paper Rs.1000.00 in shape of demand draft.	
<b>3</b>	Letter of Authorization for attending Bid opening .	
<b>4</b>	Agency Details/ Tel No. M (No.) Addressing of the Bidder for corresponding.	
<b>5</b>	Copy of partnership deed/ proprietorship deed or articles/ memorandum of association.	
<b>6</b>	Copy of the GSTN Certificate obtained from the Govt of Odisha.	
<b>7</b>	Copy of PAN allotted to him by IT Department.	
<b>8</b>	Certification of declaration regarding near relating/ Family Members/ Committee Members in the Federation.	
<b>9</b>	Certificate of declaration regarding black listing.	

## FINANCIAL BID FORMAT

### TENDER SCHEDULE OF MONTHLY LEASE RENT FOR COLD STORAGE AT RAYAGADA

This is to confirm that in case of award of the Lease Rent to us as per the terms and conditions mentioned above, our tender value of monthly lease-rent shall be Rs..... (Rupees .....,..... in words) which will be increased @ 10% after completion of each term i.e. 11 months during the tenure of lease period and I/we are agreeable to execute the necessary Lease Agreement on submission of a Bank Guarantee for Rs.10,00,000/- (Rupees Ten lakhs) only from any Nationalized Bank in favor of Markfed - Odisha (the owner) towards the Security Deposit. Our tender will remain valid for 30 (Thirty) days from its date of submission.

\_\_\_\_\_  
\_\_\_\_\_

*(Name & Address of the Tenderer)*

**Contact/Mob. No.**

*(Signature of the Tenderer  
with Date & Seal)*

### **Highlights of Terms & Conditions for Agreement:**

The Agreement shall be for a period of 11 months, subject to extension of time period on such terms and conditions as would be mutually agreed upon maximum up to 3 terms. However, on completion of each term, the deed of lease rent & license agreement will be renewed with enhancement of rent @10% and submission of PDC for the corresponding rent period.

1. That either Party (owner 1<sup>st</sup> party / tenant 2<sup>nd</sup> party) if intends to leave from the agreement owing to any reason shall issue written notice prior to 90 (Ninety) days to the other Party. In case the 2<sup>nd</sup> Party before completion of the agreement period intends to close the agreement, they would be liable to pay the rent, statutory govt. charges for the remaining period.

\* In case the 2<sup>nd</sup> party (tenant) leave the premises of the owners Cold Storage (1<sup>st</sup> Party) without informing and handing over of the property to the owner (1<sup>st</sup> party) the above agreement will be deemed to have been ipso facto terminated.

2. The monthly lease rent shall be payable by the 2<sup>nd</sup> Party each month on or before 7<sup>th</sup> day of the month to which the payment of lease amount shall relate which excludes the *service tax/GST*. This payment will be realized through encashment of post dated cheques for which the Second Party will have to furnish 12 (Twelve) post-dated cheques in favour of 1<sup>st</sup> Party (MARKFED-Odisha) drawn on any Nationalized Bank Payable at Bhubaneswar on beginning of each term. In case of failure of realisation of rent within the stipulated date, the 2<sup>nd</sup> Party shall pay penalty @ Rs.200/- (Rupees Two hundred) only per day for the period of default over and above the fixed monthly rent. So the 2<sup>nd</sup> party should maintain sufficient balance in his Bank Account, in order to avoid dishonour of cheque submitted to the Bank for the purpose.
3. That the 2<sup>nd</sup> Party shall bear the salary, allowances & statutory dues of the two staff deputed from 1<sup>st</sup> party and payment be made in advance prior to the commencement of the month on receipt of the bills from the 1<sup>st</sup> Party.

4. The 1<sup>st</sup> Party has the right to accept/ refuse the leave application of the staffs deputed from 1<sup>st</sup> Party and deal with as per rules of MARKFED. If the 2<sup>nd</sup> Party wants to replace the services of the staffs for any negligence and gross misconduct, they shall immediately bring it to the notice of the 1<sup>st</sup> Party for appropriate action.
5. That during the lease rent period any accident to the person(s) deployed shall be compensated by the 2<sup>nd</sup> Party to the person concerned or the legal heirs in terms of respective laws and in no way the 1<sup>st</sup> Party shall be liable for any compensation.
6. That the 2<sup>nd</sup> Party will provide liveries, boot, mask First Aid medical facility to the staff and labourers under provisions of the Factories Act.
7. The 2<sup>nd</sup> Party shall also comply to the ESI, EPF and other requirements of the provisions of the labour laws, factories. Act and other laws as applicable to the Cold Storage for the staff/workmen engaged by the 2<sup>nd</sup> Party and for violation of any provision, the 2<sup>nd</sup> Party shall be solely liable.
8. The 2<sup>nd</sup> Party shall not make any construction /modification/ replacement /expansion/ diversification/damage etc. to the assets, machinery and building, of the Cold Storage, if any change is required, the 2<sup>nd</sup> Party shall obtain prior approval/permission from the 1<sup>st</sup> Party in writing and it shall be at their own cost and expenses under direct supervision of the 1<sup>st</sup> party.
9. That the 2<sup>nd</sup> Party shall apply for transfer of licenses in their favour by depositing the required fees after obtaining necessary clearance from the 1<sup>st</sup> Party for the period of lease rent and shall surrender the valid license to the 1<sup>st</sup> Party on the day of expiry of the lease rent period. Any deviation in obtaining licenses/renewal of licenses etc. And penalty, if any, shall be sole responsibility and liability of the 2<sup>nd</sup> Party.
10. That, the 2<sup>nd</sup> Party shall pay the requisite rent and taxes, bills, fees etc. as applicable to the concerned body / Organizations of Central & State Government.

11. That the 2<sup>nd</sup> Party shall pay the electrical energy charges and energy meter duty of the D.G set to the concerned Authorities timely and shall produce the copy to the payment receipt of such charges/duty to the 1<sup>st</sup> Party at the end of each calendar month.
12. That, the refundable electric dues of the 1<sup>st</sup> Party to be made by the TPSODL Authority shall be reimbursed by the 2<sup>nd</sup> Party to the 1<sup>st</sup> Party as the 1<sup>st</sup> Party has to be refunded by the TPSODL Authorities towards change of its consumer category.
13. That, the failure to pay electric and water charges timely and penalty if any, imposed and loss & damage caused to the 1<sup>st</sup> Party on this account, shall be the responsibility/liability of the 2<sup>nd</sup> Party and who shall make good the same to the 1<sup>st</sup> Party without any dispute. There shall be adjustment on payment/reimbursement of amount of electric bill by the 2<sup>nd</sup> Party in case such situation arises.
14. That during lease rent period, the 2<sup>nd</sup> Party shall make all minor repair and maintenance of the building and machinery including purchase of spare parts, consumables, electrical fitting and fixture at their cost & expenses. For any break-down of the machineries etc. For any reason whatsoever, the 1<sup>st</sup> Party shall not be responsible and liable and the 2<sup>nd</sup> Party is not entitled for any compensation from the 1<sup>st</sup> Party. If any major repair/overhauling of part/machinery is required outside the premises, the 2<sup>nd</sup> Party shall intimate in writing to the 1<sup>st</sup> Party indicating details of the work to be done and necessary permission shall be accorded accordingly. A transit register be maintained for record on dispatch & receipt of the machineries etc. Signed by the representative of both parties.
15. That during the lease rent period, the 2<sup>nd</sup> Party shall insure the building machinery and all other assets including stock & stores at their cost and expenses within seven days of the execution of agreement and shall submit a copy of such policy for record of the 1<sup>st</sup> Party. The 2<sup>nd</sup> Party; shall prefer claims to the insurance Companies accordingly.
16. That if the 2<sup>nd</sup> Party fails to make insure the assets and machinery within the stipulated date, the 1<sup>st</sup> Party will make insure with coverage of building, machineries, stock and store etc. At their

cost which will be reimbursed by the Second Party with interest as would be fixed by the 1<sup>st</sup> Party.

17. That the 2<sup>nd</sup> Party shall submit regular reports and returns to the labour and the other concerned Departments/Body as per rules and shall also submit the stock account to the 1<sup>st</sup> Party in each month as per the format to be supplied by 1<sup>st</sup> Party.
18. The 2<sup>nd</sup> Party shall not store potatoes, vegetables and fruits beyond the capacity of 5000 MT all together at any point of time. Further the 2<sup>nd</sup> Party shall use the Cold storage exclusively for preservation of Potato, Fruits and Vegetables and suitable commodities other than objectionable items. Additional rent (to be fixed) shall be imposed on the stock over and above the installed capacity apart from claiming of damage/loss if any to the structure/plant and machineries etc., on the 2<sup>nd</sup> Party by 1<sup>st</sup> party. Storage of over loaded commodities will be treated as illegal. On such occasion the 1<sup>st</sup> Party will have the liberty to take possession of the cold storage without any Notice to the 2<sup>nd</sup> Party.
19. That, the Storage of any objectionable goods other than potatoes, fruits, vegetables and tamarind shall be treated as illegal and action as deemed appropriate shall be initiated against the 2<sup>nd</sup> Party by the 1<sup>st</sup> Party.
20. That the 1<sup>st</sup> Party or their authorized representative(s) are at liberty to inspect the Cold Storage as and when necessary. The 2<sup>nd</sup> Party shall extend all cooperation for their inspection & shall provide them all required information.
21. That the 2<sup>nd</sup> Party shall not sub-lease/sub-let/sell out the cold Storage or any part thereof to any personal/ Party/firm/during the lease period.
22. That the 2<sup>nd</sup> Party shall not mortgage/ sub-let the Cold Storage or its land, building, plant and machineries to any other Party/ Organization/ Bank for any other purpose. For such violation, the 2<sup>nd</sup> Party will be responsible for such unlawful action for which the 1<sup>st</sup> Party will take action as deem fit & proper. The 3<sup>rd</sup> Party shall have no right of claim / compensation from the 1<sup>st</sup> Party (Owner).

23. That, the 2<sup>nd</sup> Party further agrees that in case of breach of any of the terms & conditions of this Deed of Agreement on his part, he shall be forfeit his rights & interest including forfeiture of security deposit under this agreement and the 1<sup>st</sup> Party in such case shall be entitled to take over the possession of the premises of the building and cold storage as deem fit proper by the 1<sup>st</sup> Party apart from collection of rent, charges etc. Receivable from the 2<sup>nd</sup> Party out of SD & EMD of 2<sup>nd</sup> party.
24. That on termination of the agreement or on completion of the lease rent period, the 2<sup>nd</sup> Party shall vacate the premises and shall hand over all the plant and machineries, Land and Buildings, Electrical fitting and fixture etc to the 1<sup>st</sup> Party in good running condition within 15 days from the date of issue of notice. On failure to hand over the same to the 1<sup>st</sup> Party, penalty shall be imposed on the Second Party @ Rs.1,000.00 (Rupees One Thousand) only per day for the defaulting days apart from realization of the lease rent and others dues, if any.
25. That the 2<sup>nd</sup> Party shall obtain necessary clearance certificate from Sale tax & income Tax Authority for the respective year under lease period and furnish the same to the 1<sup>st</sup> Party.
26. That in case, any difficulty arises in implementing this RENT AGREEMENT, both the parties shall decide the same jointly and the decision of the 1<sup>st</sup> Party shall be final and binding on 2<sup>nd</sup> Party.
27. That, any dispute arises between the 1<sup>st</sup> Party and 2<sup>nd</sup> Party in terms of rent & financial liabilities this shall be refer to the RCS Odisha who will be appointed as the sole arbitrator whose decisions shall be final and bindings on both the parties.

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