



## **MARKFED-ODISHA**

**(The Odisha State Co-operative Marketing Federation Ltd.)**

**Old Station Road, Bhubaneswar-751006**

**TENDER DOCUMENTS FOR LEASE RENT OF THE MULTI-COMMODITY COLD STORAGE OF 5000 MT  
STORAGE CAPACITY AT BHUBANESWAR / RAYAGADA**

**1. Storage Capacity & Commodities for Storage (Bhubaneswar 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)

**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)

**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 3years.

**3. Pre-visit of Cold Storage:**

The tenderer is advised to visit the cold storage at Patia, Bhubaneswar/ 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.

**4. Scope:**

**i). The Multi Commodity Cold Storage at Patia, Bhubaneswar.**

The Multi Commodity Cold Storage having aforesaid features situated at Plot No-17, Chandaka Industrial Estate (Opp. KIMS) inside the KIIT Campus, Bhubaneswar in the district of Khurda.

Contact Phone No. – 9938544922

**ii). The Multi Commodity Cold Storage at Rayagada.**

The Multi Commodity Cold Storage having aforesaid features situated at Tumbiguda, Rayagada.

Contact Phone No. – 9439475850

5. (a) Sale of Tender paper – From 3<sup>rd</sup> Feb 2020 to 17<sup>th</sup> February 2020.
  - (b) Last date of receipt of Tender paper – Up to 12.30PM of 17.02.2020.
  - (c) Opening of Tender paper – 17.02.2020 at 4 PM in the chamber of M.D, MARKFED.
6. (a) Cost of Tender paper – Rs.1000/- (including GST).
  - (b) EMD (interest free) – Rs. 1,00,000/- (Rupees One lakh ) Refundable only to unsuccessful renderers
  - (c) The successful tenderer before signing of agreement has to produce performance security in shape of bank Guarantee of Rs. 10.00 Lakhs with validity period of atleast one year from the date of signing of agreement.
- (In shape of Demand Draft In favour of)  
The Odisha State Co-operative Marketing Federation Ltd, payable at Bhubaneswar.
7. Documents to be enclosed – Photo copy of valid and up to date GST, Registration Certificate, PAN card & Professional certificate if any/ Resolution of the societies/ Govt Licence etc.
  8. Mode of Submission of Bid in sealed cover – By Registered post/Speed post.  
**N.B: MARKFED will not be responsible for postal delay.**
  9. Basic price of monthly rent Rs.65,000/-PM + GST @ 18% + Electricity, water & holding charges, Govt. dues if any to be paid as per Annexure-A+ **Reimbursement of two staffs deputed by MARKFED.**
  10. Rates to be quoted over & above the basic rent per month = \_\_\_\_\_ + GST and other Govt. dues.
  11. % of hike in the rent - 10% of the last monthly rent + GST.
  12. Experience in handling of cold storage (documents in support of this to be enclosed).
  13. The application to be made in sealed cover addressing to Managing Director, MARKFED-Odisha, Old Station Road, Bhubaneswar-751006.
  14. Incomplete bid in any respect /tender shall be liable for rejection.
  15. MARKFED reserves the right to cancel any or all tender/bid without assigning any reason thereof.

**TENDER SCHEDULE OF MONTHLY LEASE RENT FOR COLD STORAGE AT .....**

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 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 Lessor) towards the Security Deposit. Our tender will remain valid for 30 (Thirty) days from its date of submission.

\_\_\_\_\_  
\_\_\_\_\_  
*(Name & Address of the Tenderer)*

*(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 statutory charges for the remaining period.

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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*. 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 this Bank Account.
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 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 CESU 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 CESU 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. So, final rent 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 as fixed by 1<sup>st</sup> party storage of over loading commodities will be treated as illegal.
19. That, the Storage of any goods other than potatoes, fruits and vegetables 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.
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 forfeit his rights & interest including for feature 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.
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.

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