



MARKFED-ODISHA

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

Old Station Road, Bhubaneswar-751006

**TENDER FORM FOR LEASE OF THE MULTI-COMMODITY COLD STORAGE OF 5000 MT STORAGE
CAPACITY AT RAYAGADA, DIST: RAYAGADA**

Storage Capacity & Commodities for 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)

Period of Lease:

From the Period of 7 Years (starting from the Date of Agreement).

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 complaint on the installation/facilities in the Cold Storage will be entertained thereafter.

Terms & Conditions:

1) The Lease shall be for a period of 7 Years, which may however by mutual agreement be extended for a further period on such terms and conditions as would be mutually agreed upon by issuing prior notice of 60 (Sixty) days. Further, either party if interested for vacation of the Lease of the Cold Storage unit shall issue written prior notice of 60 (Sixty) days to other party during the currency of lease. Further if the Lessee does not vacate the Cold Storage on expiry of 60 days, a fine of Rs.5000/- will be imposed on the Lessee in addition to the normal rent as per agreement. The vacation of the Lease will be permitted to the Lessee only on completion of a full year of Lease Period. However on violation of any of the terms and conditions of the Lease Deed in any manner the Lessor has the liberty to terminate the Lease Deed at any point of time and the action will be initiated by the Lessor as per Clause – 21 of the Terms & Conditions.

2) The monthly lease rent shall be payable by the Lessee each month on or before 7th day of the month to which the payment of lease amount shall relate. This payment will be realized through encashment of Post dated Cheques for which the Lessee will have furnish 12(Twelve) Post dated cheques in favour of Lessor (MARKFED,Odisha) drawn on any Nationalised Bank Payable at Bhubaneswar on beginning of each Year of Lessee during the Period of Lease. In

Case of failure to realise the monthly lease amount for any reason by the stipulated date, the Lessee shall pay penalty @ Rs.200/- (Rupees Two hundred) only per each day of default in addition to the monthly lease amount. The lease rent will be increased @ 10% per Year on the preceeding year of lease amount during the tenure of lease period. The Lessee will required to pay three months lease rent in advance to the Lessor by way of interest free Cash Security Deposit, Which will be refunded after the Lessee hands over the Cold Storage in proper condition.

3) The Lessee shall furnish a Bank Guarantee for Rs.10,00,000/- (Rupees Ten lakhs) only from any Nationalized Bank in favor of the Lessor (Markfed – Odisha) towards Security Deposit which will be retained with the Lessor. The said Bank Guarantee shall be kept valid for the period of Lease and for a further period of 3 (three) months beyond the lease period.

4) The Security deposit in shape of Bank Guarantee shall be released to the Lessee on completion of the lease period or on termination of the Lease, provided the Lessee hands over the Cold Storage to the Lessor in good and running and tenantable condition and also on full recovery of dues of the Lessor on account of pending lease rent if any, arrear/balance electricity charges till end of concerned year(s) of lease , damage/loss to the machineries, electrical installations, building, storage racks and the unit as a whole. In addition to above the Lessee will submit "No dues Certificate" from the concerned Govt. Authorities for the period of Lease.

5) The Lessee shall accept the services of one Cold Storage Operator of the Lessor and retain him during the lease period. The Lessor has the right to refuse/accept the leave application of the Operator and to deal in accordance with law. If the Lessee would want to replace the services of the Operator for his act of misconduct or any other deeds detrimental to the interest of the Lessor/Lessee, it shall be intimated to the Lessor immediately and Lessor shall consider the matter and take appropriate decision on such matter which will be binding on the Lessee. The Lessor will reimburse the monthly salary and allowances & statutory dues of the above Operator apart from the lease rent.

6) In the event of occurrence of any accidental injury/loss of life to the personnel deployed in the cold storage, the compensation etc. shall be borne by the Lessee to the concerned personnel/their legal heirs in accordance with the law and in no way the Lessor shall be liable for the compensation.

7) The liveries like dress, shoes, gas mask as per provision in the Factories Act and Rule of the State Govt. shall be on the account of the Lessee. The Lessee shall provide First Aid and other medical facilities and the related expenses as per the rules.

8) The Lessee shall also comply with the statutory provisions of the Labour Laws, Factories Act, ESI Act ,EPF Act and all other liabilities as the Occupier of the Factory as per the laws applicable to the Cold Storage and the employees/workmen engaged by the Lessee.

9) The Lessee shall not make any construction/ modification/ replacement/ addition/ alternation/ tampering etc to the plant and machineries, Storage racks and building at their sweet will. If any action is required, the Lessee shall take

prior approval/ permission of the Lessor and it shall be at their own cost and expenses during the currency of the lease period. The Lessee will take over the charges of the Plant & Machinery, Building, Office room, electrical fittings and fixtures as per the list to be duly prepared in presence of & acknowledged by the authorized representatives of Lessor and the Lessee indicating their present condition. The Lessee will not have any right over the land & the Management of the Lessor will have the right to utilize the vacant land within the premises of the Cold Storage in any manner .

10) The Lessee shall apply for transfer of Factory License in their favor on deposit of statutory fees after obtaining necessary clearance from the Lessor for the period of lease and surrender the valid Factory License to the lesser on the day of expiry/end of the lease period. Any deviation for obtaining licenses/ renewal of licenses etc and penalty, if any, shall be the sole responsibility and liability of the Lessee. The Lessee shall pay the necessary Rents and Taxes to different quarters during the currency of the lease period & proof of such deposits shall be submitted to the Lessor on a regular basis. The lessee shall be the occupier of the Cold Storage as per the Factories Act and the lessor shall have no liability on that account.

11) The Lessee shall pay all the electrical energy charges and energy meter-duty of the D.G. set to the concerned Authorities timely and shall submit to the Lessor at the end of each calendar month the copies of the receipts of such payments of charges/ duty. Failure to pay such charges/ duty timely and penalty imposed and loss / damages caused to the Lessor if any on this account, shall be the responsibility/ liability of the Lessee, who shall Compensate the same to the Lessor without any dispute.

12) During the lease period, the Lessee shall take up all repair and maintenance including purchase of spare parts, consumables of the plant and machineries, electrical fittings and fixtures in the buildings etc. at Lessee's cost and expense. For any breakdown of plant and machinery etc. for any reason whatsoever, the Lessor shall not be responsible and liable and the Lessee will not be entitled for any compensation from the Lessor. If any major machinery is required for repairing/ overhauling outside the premises, the Lessee shall intimate in writing to the Lessor indicating the details of works to be carried out and necessary permission shall be accorded accordingly.

13) During the lease period, the Lessee shall undertake insurance of the plant and machineries, electrical installations/fixtures and buildings with storage racks, including for electrical/mechanical break downs at their cost and expenses, and shall submit a copy of such Insurance Policy for reference of the Lessor before starting operation. The Lessee shall prefer claims to the Insurance Companies accordingly. Similarly the Lessee shall insure the stocks and stores at their level and cost covering possible losses against any eventualities.

14) The Lessee shall submit regular reports and returns to the Labour and other Departments of the Government as per Rules and shall also submit the stock accounts to the Lessor in each fortnight as per the format to be supplied to them by the Lessor.

15) The Lessee shall not store potato and fruits/vegetables etc to the extent of more than the installed capacity of 5000MT (2,500MT in Chamber-I, 2,200MT in Chamber-II and 300MT in Chamber-III) at any point of time. In case of

any deviation to it, penalty @10 times of the prevailing storage rent shall be imposed on the stocks beyond the installed capacities, apart from claiming of damage/loss if any to the structure/Building / plant and machineries on the Lessee.

16) The Lessee shall arrange labourers/workmen for the purpose of loading /unloading /drying /sorting /bagging of potatoes /fruits/vegetables and for all other required purpose at their cost.

17) The Lessor or their authorized representative / representatives will be at liberty to inspect the Cold Storage as and when necessary and the Lessee shall extend all cooperation for their inspection and shall provide them the required information.

18) The Lessee shall provide reserved Storage Space for 1000MT commodities for exclusive utilization by the local farmers on payment of Storage Rent and the Lessor shall intimate the Lessee the cut – off date of atleast 15days before the end of season of procurement , so that the Lessee can avail the unutilized storage space out of reserved 1000 MT storage space for their own utilization.

19) The Lessee has to bid for entire Capacity & shall not sub lease/sublet/sell out the cold storage or any part thereof to any person/party/firm during the currency of lease period, except allowing others 'stock of commodities for storage on rental basis.

20) The Lessee shall not mortgage the Cold Storage or its land, building and plant and machineries of the Lessor to any other Party/organization/ bank for any purpose.

21) On violation of any of the terms and conditions of this Lease Deed in any manner at any point of time , the Lease Deed shall be terminated by issuing a prior notice of 60 (Sixty) days by the Lessor to the Lessee and Bank Guarantee towards security deposit of Rs.10,00,000/- (Rupees Tent lakhs) only of the Lessee shall not be released and the amount of damage/loss of the Lessor including arrear/balance electricity charges till end of the concerned year of lease shall be realised out of Bank Guarantee & the Cash Security Deposit of three months.

22) On termination of this Lease Deed or on completion of the lease period, the Lessee shall vacate the premises and shall handover the plant and machineries, land and building, electrical fittings and fixtures etc. to the Lessor within 15 days from the date of issue of notice/Completion of the Lease Period . Failure to hand over the same to the Lessor, penalty shall be imposed on the Lessee @ Rs.5,000/- (Rupees Five thousand) only apart from realization of the lease rent and other dues if any.

23) The Lessee has to furnish of Copy of PAN card , up-to-date VAT clearance Certificate, proof of payment of up-to-date Service Tax (If Applicable) , **Proof of Possession of Immovable Property & Creditworthy Certificates from the Nationalised Bank (Applicable to Individuals) , Last Three Years Audited Financial Statement (Profit &Loss Account, Balance Sheet) (Applicable to Partnership Firms & Companies)** and Business Plan for Operating Cold Storage on a profitable line.

24) The Lessor will provide the balance storage platforms of the storage racks in a progressive manner after execution of this agreement so as to facilitate continuous loading of commodities by the Lessee. In case of inability of the Lessor in providing the balance storage platforms in time (partly or fully), the Lessee will be allowed to procure and provide the same at their cost, which will be reimbursed by the Lessor. The cost will be determined as per prevailing market rate and will be finalized mutually. Any alternative material/ design, which will be considered cost-effective and functional by the Lessor can be utilized/ adopted for such purpose.

25) In case of any difficulty arises in implementing this Lease Agreement , the Chief Executives/ Managing Directors of the Lessor and Lessee shall decide the same jointly and their decision shall be final and binding on both the parties.

26) In case of any dispute and differences arising between the Lessor and Lessee with regard to the lease during the currency or thereafter the same shall be referred to the sole arbitrator of the Registrar of Cooperative Societies, Odisha, Bhubaneswar or his nominee whose decision shall be final and binding on both the parties.

27) The tenderer has to deposit Rs.1,00,000/- per Cold Storage in Shape of Demand Draft from any Nationalised Banks towards EMD in favour of MARKFED- Odisha drawn at Bhubaneswar along with the tender, which will bear no interest and will be refunded after finalization of the tender. The EMD will be forfeited in case the selected tenderer fails to make the requisite Security Deposit and execute Lease Agreement within 10 (ten) days of intimation.

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

This is to confirm that in case of award of the Lease 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% per year on the preceeding year of lease amount 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)*

N.B.: All the pages of this "Tender Form", duly signed with date and seal of the tenderer and received through Speed Post/ Registered Post/ Courier Service only along with the requisite EMD shall be considered as complete and valid tender.