



**E-TENDER DOCUMENT
FOR**

**HIRING OF GODOWN TOWARDS STORAGE OF
OMFED MILK POWDER& GHEE**



**THE ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.
D-2, SAHID NAGAR
BHUBANESWAR -751007**

August -2024

Paper Cost Rs. 500+18% GST

TABLE OF CONTENTS

SECTION	SUBJECT	PAGE
I	TENDER NOTICE	3
II	ELIGIBILITY CRITERIA	4
III	GENERAL CONDITIONS OF CONTRACT	6
IV	TECHNICAL DATA	9
V	COMMERCIAL BID	11
VI	UNDERTAKING	12
VII	FORM OF AGREEMENT	13
VIII	ANNEXURE – I	22
IX	ANNEXURE – II	23



The Odisha State Cooperative Milk Producers' Federation Ltd.
D-2, Sahid Nagar, Bhubaneswar-751 007.
Ph No- (0674) 2546030/2540273/2540417,
Fax No (0674) 2540974

SHORT e-Procurement TENDER NOTICE

Bid Identification No.130/DO/HCSG/2024

OMFED requires storage of SMP & Ghee to the capacity of 200MT to 1000MT at room temperature. Bidders are invited to submit their lowest offer for the following item considering our terms and conditions.

Name of work	Availability of Tender for online bidding only at www.tenderodisha.gov.in		Date of opening (Techno-Commercial)
	From	To	
1) Hiring of Godown towards storage of Milk powder packed in 25Kg paper bag at room temperature	18.08.2024 on 10.00A.M	27.08.2024 on 03.00P.M	27.08.2024 on 4.00 P.M
2) Hiring of Godown towards storage of ghee in 15 Kg tin at room temperature.			

I) Cost of Tender Paper Rs 590/- inclusive of GST 18% deposit through online only on Portal: <https://tendersodisha.gov.in>. Tender document can be down loaded from website www.omfed.com & for participation at <https://tendersodisha.gov.in> from dt.**18.08.2024** to dt.**27.08.2024** for online bidding.

II). Non submission of tender cost of bid document and EMD within the period shall debar the party from participating in the online bidding system and his portal registration shall be cancelled.

III). Bids shall be received only "online" on or before **03.00 PM of 27.08.2024**.

IV). **Bids received online shall be opened on 27.08.2024 at 4.00 P.M.** in OMFED Corporate office in the presence of the bidders. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

V). The bids of the technically qualified bidders will be opened for evaluation of the price bid.

VI). Other details are available in the bidding documents.

VII). OMFED in its own interest may opt for any other procurement mode/system simultaneously along with this e-Tender process if required without assigning any reason thereof.

VIII). The Managing Director, OMFED reserves the right to accept/reject any or all the bids without assigning any reason thereof.

IX). OMFED reserves the right to increase or decrease the quantity of the tendered items or period of delivery as per the requirement of the Federation

X). Jurisdiction – The court at Bhubaneswar, only alone will have jurisdictions for any legal dispute which may arise out of this tender.

XI). The **corrigendum/amendment** to this notice if required shall be published only in the OMFED web site and will not be published again in newspaper.

XII). OMFED reserves the right to accept or reject any or all the tenders or part thereof without assigning any reason.

Sd/-
MANAGING DIRECTOR

ELIGIBILITY CRITERIA:

Sl.	Eligibility & Minimum criteria:	Supporting documents to be furnished along with the Technical Bid
1	The total land area on which Godown/ warehouse is located must sufficient for storage of 1500MT of Milk Powder and ghee	Record of Rights (ROR) issued by competent Revenue Authorities showing ownership and area of the land offered for lease.
2	Total available Godown/ warehouse space must be constructed with RCC roof or other covered roof.	i) Detail sketch of the land showing the location of Godown/ warehouse on the same. The length & breadth of each of the godown must be mentioned. ii) Copy of the approved building plan, license in respect of Godown/ Warehouse.
3	Availability of free parking space of within the land area on which Godown/warehouse is situated and offered for hire	Detail sketch of the land showing the space available for parking & it's length & breadth in the Godown/ warehouse must be mentioned.
4	Availability of of office space within the land area on which Godown/warehouse is situated & offered for hire	Detail sketch of the land showing the location of the office space in Godown/ warehouse and the length & breadth of the office space must be mentioned.
5	Availability of separate building space/ accommodation to be used as security barrack	Detail sketch of the land showing the location and the length & breadth of the barrack space in the Godown/ Warehouse must be mentioned.
7	The owner must have his own bank account in any scheduled bank	Copies of the pass book and transaction statement for last 6 months

8.	The land area where the Godown/ warehouse exist must be surrounded with compound wall/ wired fencing of six feet height with separate entry & exit gate for passage of heavy vehicle.	If the compound wall/ wire fencing and separate entry exit for heavy vehicle is not available on the date of application, then a separate undertaking to be furnished to provide the same before agreement is executed.
9.	The Godown/warehouse must have the Fire Safety Certificate issued by the appropriate authority	Copy of the Fire Safety Certificate to be furnished. If not available on the date of application, then a separate undertaking to be furnished to provide the same before agreement is executed.
10.	The Godown/warehouse must have the building insurance.	Copy of the Insurance Certificate to be furnished. If not available on the date of application, then a separate undertaking to be furnished to provide the same before agreement is executed.
11.	The owner of Godown/ Warehouse should not have been blacklisted by any Central/State Govt. or any other public sector undertaking or a corporation as on the date of this Tender and must not have any pending judicial proceedings for any criminal offence against then Proprietor/Partner/Director of the bidder as on date of Tender	An undertaking to that effect to be furnished by the bidder in form of an Affidavit as per the format at annexure.
12.	Bidder should be registered under the Income Tax Act, GST Act.	Copies of PAN, GSTIN, IT Returns for the previous financial years.

GENERAL CONDITIONS OF CONTRACT

1. The proposed Godown/Warehouse at the specified depot will store Milk Powder in 25 Kg. bag. All necessary conditions has to be maintained during movement of stock to depot and during their storage in Godown/Warehouse It is imminent as a pre-condition that the warehouse should be safe & secured.
2. The compact land patch on which the proposed Godown/warehouse is located should be situated directly adjacent to National Highway/State Highway/major road with approach road adequate/appropriate for movement of heavy vehicle/ large trailer movement. The land within the leased premise (other than Godown/warehouse & office) should be levelled & well compacted suitable for heavy vehicular movement.
3. The total land area on which the r/depot is located must be a compact patch. The copy of the RoR (issued by competent revenue authority) showing the extent & ownership of land must be submitted with the application. In case the property offered has multiple ownership, then each of the owner must submit his/her consent in the form of notarized 'No Objection Certificate' to be enclosed along with technical bid. The entire land area should be encroachment free & free from encumbrances. Any offer for premises/Land from brokers / Property dealers shall not be accepted.
4. The Electricity, Toilet separate for office & for Godown, drinking water facility should be available separately for the Godown/warehouse & office. The land on which the Godown/Warehouse is situated must be surrounded by proper compound wall/wired fencing (of six feet height) with separate entry & exit appropriate for movement of heavy vehicle.
5. There should be a separate building within the same premises in which Godown/warehouses are situated with adequate ventilation and lavatory facility.
6. The copy of the Building plan with Building photograph needs to be submitted. In all cases distance of the location from the National Highway/State Highway is to be mentioned preferably by a rough sketch. The width of the approach road to the Godown/ warehouse along with its type (kaccha or pucca) is to be mentioned.
7. That the premises given on rent to the "Lessee" by the "Lessor" shall be insured for Fire, Earthquake, Flood and the natural calamities and the premium thereof shall be borne by the "Lessor". The stocks in the Godown/warehouses shall be insured by the "Lessee" and the premium thereof shall be borne by the "Lessee". All claims with regard to damage and loss caused to the stocks stored shall be receivable by the "Lessee".

8. That "Lessor" will undertake normal repair works namely, leakages in Godown/warehouses, white washing, anti-termite treatment of Godown/warehouses, plastering, drainage facility for releasing rain water, water logging in the parking space etc., and any such other repair works as and when required by the "Lessee". In the event of such exigencies if the "Lessor" does not listen to the advice of the "Lessee" for immediate repair or renovation of Godown/warehouse or parking space, the "Lessee" will take up the repair /renovation work required and the amount spent on this will be recovered and adjusted from the "Lessor"s monthly Godown/warehouse rent.
9. The selected "Tenderer", shall have to execute an agreement with OMFED for hiring his/her Godown/warehouse as per the required terms and conditions which among other details include the following:-
 - (i) Minimum agreement period is six months and extendable up to one year from the date of agreement. There will be no escalation of rent during the two year of Agreement period.
 - (ii) "Lessee" shall pay the rent as per fixed rate and the monthly rent agreed shall include the installation of electrical switches, meters and other provisions. The amount of electricity bill and the cost of diesel for the generator will be paid by the "Lessee".
 - (iii) The monthly rent will also include provision of a Generator (Gen set) of 5 KW capacity or Inverter to be provided by the Lessor/Godown Owner.
 - (iv) The lessee will use 'Lessor's parking space inside the premises free of cost.
 - (v) That the above rent per month is inclusive of land revenue, water tax, and Municipal tax etc. excluding Goods and Service Tax. The "Lessor" shall raise the appropriate Goods & Service Tax amount payable by the "Lessee" and the "Lessee" will pay the same along with the rent. The "Lessor" shall deposit the Goods & Service Tax with the appropriate authority and will submit a photo copy thereof to the "Lessee" along with the bill of subsequent month.
10. That the "Lessor" shall have no claim over the stock kept at such ware house under any circumstances whatsoever. The stock of "Lessee" shall in no case form part of the property for any change by the "Lessor" or any other party whatsoever.
11. If OMFED finds at any stage, any document or information submitted by the contractor to be false or suppressed or any adverse antecedent against the owner before or after finalization of the Tender, OMFED reserves the right to cancel the agreement forfeit his security deposit and to black list the said Owner from participating in any future tender of OMFED.
12. In case of any dispute or difference which may occur at any time between the parties hereto, touching or arising out of or in respect of this agreement or the subject matter

thereof, such dispute or differences shall be referred to the Arbitration of any person nominated by OMFED and the decision of such Arbitrator shall be final and binding on both parties. The arbitration will take place as per the provisions of Arbitration and Conciliation Act, 1996.

13. In the event, any dispute arises regarding interpretation of the terms and conditions of this agreement, the same shall be clarified by way of mutual discussion between both the parties wherein the decision of the Managing Director, OMFED shall be final and binding.
14. The Courts at Bhubaneswar shall have the exclusive jurisdiction to deal with any dispute arising under or out of this agreement.
15. In addition to the above, the Instructions to Bidders and the conditions mentioned in the Tender Document shall also be treated as a part of the agreement.
16. In addition to the above terms, OMFED reserves its right to add further such terms & conditions as shall be felt necessary at the time of execution of the agreement.

TECHNICAL DATA
FOR HIRING OF GODOWN/WAREHOUSE
FOR STORAGE OF MILK POWDER& GHEE

1. Name of "Tenderer": _____

2. Status (Proprietorship/Partnership/
OMFED/ Individual _____

3. Name of Proprietor /Partner/
Director: _____

4. Permanent Address : _____

Telephone No. : _____
FAX No. : _____
E-Mail Address : _____

5. Present Address : _____

Telephone No. : _____
FAX No. : _____
E-Mail Address : _____

6. PAN No. (Photo copy of PAN
Card)be submitted : _____

7. Name of the Depot for which the
application made: _____

8. Godown/warehouse space available in Sq.ft. _____

9. Free parking area available in Sq.ft. _____

10. Location of the Godown to be
Specified: _____

11. Plot No., Khata No., Name of Mouza, Name of Tahasil and District on which the godown is located. (Photocopy of the Record of Rights (RoR) to be furnished. _____
12. Distance and width of approach road from the NH/SH and type of road i.e. whether black top or murrum or kaccha road _____
13. Availability of Power connectivity & Network Connectivity (Minimum three phase Line with installed transformer) _____
14. Separate space for office in Sq.ft. _____
16. Separate space for security barrack in Sq.ft. _____
17. Separate space for waste management in Sq.ft. _____
18. Adequate supply of water _____
19. Dock facilities for loading & Unloading of stock _____
20. Power Back up/Generator (Min. 5 KW) _____
21. Demand Draft details (for the cost of tender paper) original DD to be attached _____

I/We _____ undertake that I/we the organization will abide by the rules of the Corporation and terms & conditions of the Tender as reflected in the notice inviting Tender. I/We _____ solemnly declare that the information provided by me/us are true to the best of my/our knowledge and behalf.

Signature of the Applicant/ Organisation

Date :

Place :

COMMERCIAL BID (for reference only)
Bidder must participate through <https://tendersodisha.gov.in>
FOR HIRING OF GODOWN/WAREHOUSE
FOR STORAGE OF MILK POWDER& GHEE

Sl no.	Descriptions	Unit	Rate/Unit	Total Amount (Rs.)
01	Hiring of Godown towards storage of Milk powder packed in 25Kg paper bag at room temperature .	/MT	X	
02	Hiring of Godown towards storage of ghee in 15 Kg tin at room temperature .	/MT		
03	Unloading & Loading cost per MT of Milk Powder			
04	Unloading & Loading cost per MT of Ghee			
	Sub-Total			
	GST (as applicable)			
	Total Cost			

Terms & Conditions: -

1. Bidder should furnish their GST number in their offer.
 2. Rate contract will be applicable for six months and extendable up to one year.
 3. Eraser, over writing in the quotation should be strictly avoided and correction (if any) should be attested. Over Writing, Cutting, correction (if any) not attested may lead to cancellation of the quotation.
 4. Party must specify tax structure in the quotation, if not mentioned it will consider rate is including all taxes.
 5. Minimum Guarantee (in Quantity): 200 MT and we may storage up to 1000MT. The bidder must have storage capacity of 1500MT of Milk Powder and ghee.
 6. Transportation from OMFED Dairy or other units to your storage godownas mentioned above (To & Fro) shall be borne by OMFED.
 7. Billing Method: Billing shall be calculated in 15days highest stock at the said month.
 8. Storing Specification: Milk Powder shall be kept in 25 Kg HDPE coated paper bags and Ghee will be kept in 15 Ltr/ Kg tins at room temperature.
 9. Claim: Any shortage/ Damage/theft to the material stored while in your custody, the cost of material plus penalty of 10% shall be recovered from your bill.
 10. Dispute: Any dispute will have to be settled within the jurisdiction of Bhubaneswar only.
 11. Validity: The contract Period will be valid from six months which may extended up to one year subject to our requirement on mutual understanding as per the agreement.
 12. The bidder has to provide security and maintenance of stock record as per FIFO should be done.
 13. Your payment shall be released in every month subject to submission of triplicate bill copy after deduction of statutory dues if any.
 14. Documentation: You have to execute an agreement with OMFED in a Non – Judicial Stamp paper of Rs.100/- for storing of SMP& Ghee in your godown. All the terms and conditions shall be implemented as laid down in the agreement.
- If the contract period extended further, fresh agreement will be executed from time to time as per the procedure.

UNDERTAKING

ANNEXURE

(To be submitted by way of an Affidavit)

I, _____ Son/Daughter/Wife of Shri _____ Proprietor/Director/ authorized signatory (proof of authorized signatory to be submitted) of the owner of applied depot for hire to OMFED do hereby solemnly affirm and state as follows:

1. That, I am competent and duly authorized to swear this Affidavit
2. That, I am competent to make this declaration and execute the tender documents.
3. That, I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
4. That, the information/documents furnished in the Technical Bid 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/work order at any stage/ forfeiture of any EMD/Security deposit besides liabilities towards prosecution under the appropriate law.
5. That, I/We am/are not convicted by any Court of Law and no criminal/legal proceeding(s) is/are pending against me/us in any court of law.
6. That, I/We am/are not of unsound mind and not declared insolvent & also not blacklisted by any Govt. or Semi-Govt. Organization under the State & Central Govt. or by any private undertakings for any work undertaken by me/us earlier as on date of submission of the Tender.
7. That, the facts stated above are true to the best of my knowledge & belief.

(DEPONENT)

Signature of the Bidder Full

Name:

Seal:

Date :

AGREEMENT

For hiring of storage godown

This AGREEMENT is made at Bhubaneswar on this ___ **day of** ___ **2024** by and between

M/s _____ having its registered office at

_____.

[PAN – _____,

GSTIN – _____

CIN No – _____]

and WHEREAS, **M/s** _____ providing storage facility in their godown at _____ (Hereinafter called "**THE PARTY**", which term wherever context so admits shall include its legal representative/successors and assigns of the first part.

AND

The Odisha State Cooperative Milk Producers Federation Ltd., having its registered office at D-2, Sahid Nagar, Bhubaneswar, Odisha-751007 (Hereinafter called **OMFED**), which term wherever context so admits shall include its legal representative/successors and assigns of the first part.

WHEREAS:

1. The **OMFED** is intending to use the services of **THE PARTY** to store their products (Milk Powder in 25 Kg bag and Ghee in 15Kg tin) as mentioned in **Annexure-1** of this agreement. **THE PARTY** has also the expertise and facilities for transportation and delivery of the various food and perishable products at a controlled temperature.

2. **THE PARTY** has represented to the **OMFED** that it has the necessary facilities for storage & handling of temperature sensitive products at their godown.

Address of Godown: Contact Person:

E Mail Id: _____.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CONTRACT VALIDITY:

This Agreement shall commence with effect from the date of execution on **1stAugust, 2024** and shall expire on **31st March' 2025** unless terminated earlier in accordance with the terms of this Agreement. Both parties may mutually agree to renew the agreement on the existing terms and conditions or mutually agreed upon in expiry of the agreement.

2. INTERPRETATION OF TERMS USED IN THE AGREEMENT:

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- A. "Goods" means products marketed and/or used for samples & customer service by the **OMFED** required for carrying out regular operations of its business, which comprise the subject matter of the Services.
- B. "Goods in Stock" means Goods that are under **THE PARTY**'s safe custody, storage and handling.
- C. "Normal Business Hours" means the hours of operation as mentioned in **Annexure-1**.
- D. "Services" means the storage and/or handling /or distribution as agreed in **Annexure-1**
- E. "Price" shall mean the amount charged as consideration by **THE PARTY** for services provided by it to the **OMFED**.

This Agreement and the documents referred to in it shall be read as a whole including the Schedules/annexure attached herein.

3. STORAGE / HANDLING CHARGES:

- A. The prices for the Services provided by **THE PARTY** are listed in **Annexure 2**. Prices for other services not specified herein shall be mutually agreed by both the parties in writing. Any statutory taxes and levies, if applicable shall be reimbursed on actual basis by the **OMFED**.
- B. These prices shall apply for the term of the Agreement. Under extraordinary circumstances, these prices may be revised only at a joint discretion of the **OMFED** and **THE PARTY**, taking into account all relevant factors, including the volume of business and input costs escalation.

C. Revisions in price if any shall be signed by both parties in the price list- **Annexure 2**.

4. TERMS OF PAYMENT:

All running bills together with other monthly charges shall be paid by the **OMFED**, as per the terms of payment in Annexure -2 from the date of receipt of bills through RTGS /crossed cheque /demand draft in favour of **THE PARTY**.

5. THE PARTY`s Obligations:

A. **THE PARTY** undertakes that it will perform the following services to the satisfaction of the **OMFED** and for the purpose shall:

- a. Maintain the service levels and service features as mentioned in **Annexure 1** of this agreement.
- b. All goods stored by **THE PARTY** under this agreement will be subject to scrutiny by the **OMFED'S** statutory auditors and to the inspection and verification of **OMFED'S** appointed executives and staff from time to time and on demand as per Annexure -1.
- c. Maintain the temperatures (not pulling down the temperature) as agreed in **Annexure-1** of this agreement.
- d. Deploy people in Godown for providing the facility to the **OMFED**. **THE PARTY** shall be the only authority to decide the requirement of people to manage the **OMFED'S** services in **THE PARTY'S** godown as and when required.
- e. The storage stacking norms will be as per mentioned in **Annexure-1** of this agreement.

B. **THE PARTY agrees** to maintain during the entire Term of the Agreement and, notwithstanding any provision to the contrary in this Agreement, adequate insurance cover to insure all of its facilities and equipment used for the storage of Products. **THE PARTY** shall promptly provide the **OMFED** with certificate of insurance evidencing such coverage, and each such certificate shall indicate that the coverage represented thereby shall not be cancelled nor modified until at least thirty (30) days from the date of issue.

C. **THE PARTY** will maintain FIFO / FEFO or as per customer requirement. However, **THE PARTY** has no liability/ responsibility towards expiry of products. **THE PARTY** shall ensure FIFO (First in First Out) or FEFO (First Expiry First

Out) provided the date of manufacturing is declared on the documents and cartons with easy visibility. **THE PARTY** shall be responsible for FIFO / FEFO Management. **THE PARTY** is not responsible for Expiry due to other reasons.

- D. **THE PARTY** shall be exclusively responsible for all employees of **THE PARTY** engaged in rendering Services including the responsibility for payment of their wages and any other statutory or other liability.
- E. **THE PARTY** shall be responsible in case of any loss arising only due to negligence, miscounting, or damage due to improper and/or inadequate storing or handling. **THE PARTY** will cover any such loss in the form of credit note and shall be limited to the prevailing cost price of such merchandise.
- F. **THE PARTY** is not responsible for any sorts of damage of stocks during transit or expiry due to not having sold in proper time for any reason or will be not responsible for sales and marketing activities of **OMFED**.
- G. **THE PARTY** has the right to deny admission of goods below the temperatures specified in Annexure.

6. THE PARTY GUARANTEE:

THE PARTY hereby represents and warrants that **THE PARTY**(as used in this Agreement includes its employees, agents and others acting on its behalf) is capable of performing the **Services** contemplated in this Agreement. **THE PARTY** shall, in performing its obligations under this Agreement, comply with all applicable existing and future laws, rules, regulations and acts of the Government(s) of the Factories act and Rules.

7. OMFED'S OBLIGATIONS:

- A. The **OMFED** shall make payments for the bills raised by **THE PARTY** at the rates and intervals specified in **Annexure 2** and as per the clause No.4 of the agreement.
- B. The **OMFED** shall insure the Products which are stored by **THE PARTY** and (or) are in the course of transportation from **THE PARTY**'s Freezer Stores to another store of its own or of a third party and (or) in transit to a destination as instructed by the **OMFED**. Failure by the **OMFED** to insure its products as stated in this Clause 7.b. of the agreement shall be deemed to be a material breach of the Agreement by the **OMFED**, and any loss or damage that accrues to **THE PARTY** for such failure to insure shall be fully and completely indemnified by the **OMFED**.

8. LIABILITY OF GOODS:

Risk of loss, Damage and Expiry

- A. The **OMFED** will arrange for Insurance of its Goods stored in the **PARTY's** godown covering all risks for products, samples and its other goods kept in the store. In the event of any deduction/ non- payment by the Insurance **OMFED** against any of the **OMFED'S** claim for the risks covered by the **OMFED**, caused due to the negligence of **THE PARTY** or on account of **THE PARTY** not having taken appropriate and timely action such deduction / loss shall be borne by **THE PARTY**.
- B. Any shortages received from the vendors of the **OMFED** shall be communicated in writing by **THE PARTY** by way of acknowledging the receipt from transporter clearly stating the quantum of shortage and by mail or by fax or by written post to the **OMFED** immediately within the working hours of acknowledging the receipt. The **OMFED** shall take up discrepancies if any noted by **THE PARTY** with the vendor or transporter only. **THE PARTY** shall not be a party to such disputes, provided **THE PARTY** intimates the transporter and the **OMFED** as per this clause.
- C. In Case of expiry of product due to non-movement of the goods, **THE PARTY** shall in no way be held responsible. In such case **THE PARTY** shall convey the same in writing /e-mail to the **OMFED on monthly basis** and the product in expired state has to be disposed by the **OMFED**; till the time the **OMFED** disposes off the expired products, the charges for goods as in normal condition will be applicable as per annexure attached.

9. CONFIDENTIALITY:

Each party acknowledges that any confidential information ("Confidential Information") disclosed to it by the other (unless pursuant to another written agreement signed by officers of the parties) is for the purpose set forth in this agreement and agrees to maintain such material, information, or disclosures in confidence.

10. FORCE MAJEURE:

Subject as otherwise provided herein and to such party promptly notifying the other of reasons thereof and the likely duration thereof, neither party shall be liable for delay in performing obligations or for failure to perform obligations hereunder if the delay or failure resulted from circumstances beyond its reasonable control including but not limited to act of God or government, fire, explosion, flood, accident, civil commotion, industrial dispute or impossibility of obtaining services or materials (hereinafter collectively referred to as "Force Majeure"), provided that such party shall have used all reasonable endeavours in the circumstances to avoid or minimize the effects of any such delay or failure and to perform such obligations

notwithstanding the events which have occurred and such party shall be granted an extension of time for the performance of such of its obligations as shall be so delayed of a period equal to the duration of such delay. Provided however that if the Force Majeure event/s continues to subsist for continuous period of three months the other party may terminate the Agreement by giving a notice in writing.

11. CLAUSE FOR TERMINATION:

- A. Either of the parties hereto shall be entitled at its sole discretion to terminate this Agreement forthwith by a notice to the other party on the happening of any of the following events
- a. If the other party is in material breach of this Agreement and such breach is not remedied, if remediable, within sixty (60) days of receipt of notice
 - b. If any direction or order from any authority in India or any change in applicable statutes, rules and regulations or government policies is made which prevents or significantly impairs the implementation of this Agreement or directly or indirectly so restricts the scope and exercise of rights and privileges of either of the parties hereto so as to render the objectives of this Agreement impossible to achieve – immediate termination, with or without notice;
 - c. In the event either of the parties hereto becomes insolvent, bankrupt, suspends or requests suspension of its debts, has taken or allowed to be taken steps against it to have it wound up or declared bankrupt or re-organized, then the other party may, in its sole discretion, terminate this Agreement, upon sixty (60) days written notice.
- B. The **OMFED** may terminate this Agreement by giving sixty (60) days' notice in writing to **THE PARTY** there is a change in ownership or management of **THE PARTY** such that the same goes into the hands of a competitor of the **OMFED**.
- C. Either of the parties hereto may terminate this Agreement without assigning any reasons therefore by giving the other party sixty (60) days' notice in writing.

12. RESULT OF TERMINATION:

Upon termination of the Agreement:

- A. The **OMFED** shall settle all dues to **THE PARTY** before withdrawal of the entire goods from the store, calculated up to and including the effective date of such termination before withdrawal of the entire goods from the store.

B. On termination of this Agreement, **THE PARTY** shall forthwith return to the **OMFED** in good condition all of the inventory, books, documents, records, papers and other property and materials of the **OMFED** in the possession of or control of

THE PARTY on clearance of all dues to **OMFED** and will forthwith repay to the **OMFED** any loss or damage caused to the goods due to **THE PARTY's** negligence.

C. The Confidentiality obligations specified under this Agreement shall survive the termination of this Agreement.

D. In the event this Agreement is terminated in accordance with the provisions Hereof, neither the **OMFED** nor **THE PARTY** shall be liable to the other for any compensation, damages, and reimbursements, loss of prospective or anticipated profits.

13. RESOLUTION OF DISPUTE:

If any dispute or difference arising out of or in connection with this Agreement, the parties shall make good faith efforts to resolve such disputes or differences amicably. If the disputes or differences are not resolved, the same shall be settled through arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof for the time being in force. The venue of arbitration shall be as per Bhubaneswar jurisdiction.

14. JURISDICTION:

It is agreed between the parties that this Agreement shall be construed in accordance with and governed by the laws of India and in the event of any dispute the jurisdiction shall be of courts at Bhubaneswar only.

15. DOCUMENTATION:

Important documents (Including delivery challan / commercial invoice and written instruction) shall be provided by the **OMFED**. However, it would be the sole responsibility of the **OMFED** or their representative to check such documents & their validity to avoid any seizure / interception of goods resulting in transit delay / penalty. **THE PARTY** shall not be liable to make-good any loss arising out of such incidents.

16. REPORTING:

THE PARTY shall provide the following generic reports in standard format and frequency as below. Any changes in reporting information / format / frequency can be done after mutual discussion.

Report	Frequency
Goods Receipt Note	After every transaction.
Delivery Note	After every transaction.
Vehicle Loading / Unloading Checklist	After every transaction.
Stock Report	After every transaction / Daily
Ageing Report	Daily

17. OCTROI / TAXES / GOVERNMENT LEVIES:

THE PARTY shall not get involved in Octroi / Entry Tax/GST clearance activity. If **THE PARTY** is involved in this activity, then the amount equivalent to Octroi / Entry tax /GST of the value of the goods has to be kept with **THE PARTY** in advance and bills would be settled as per actual at the end of every month. But it would be dealt separately and will have no relevance with our agreement with the services rendered.

Any other Taxes / Government Levies etc., if applicable will be charged as per the actual.

18. AMENDMENTS AND SIGNATURE:

Any amendment to this Agreement is subject to the consent of both parties and such amendments should be signed in the presence of both the parties.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN SIGNED ON THE DATE.....

For OMFED,

For THE PARTY

Authorised Signatory

Authorised Signatory

- The **OMFED** may arrange audit of its inventory and documents at a pre-agreed time for each such audit.
- The audit shall always occur only during the working hours as specified in **Annexure-1**.
- The audit of inventory shall occur only inside the godown and the product shall not be brought out for inspection by **THE PARTY**.
- **THE PARTY** and the **OMFED** shall agree a reasonable number of audit personnel to be permitted for inventory verification. However, at any given time, maximum of 2 persons shall be allowed for every 100 pallets utilized.

Annexure 1

Services to be provided:

- Storage, Handling and Distribution.

Product: Frozen/chilled/Ambient

- Products requiring storage at room temperature.

Storage Height

10 bags height max.

Pallet Size:

- Pallet Size = 1200 mm x 1000 mm x 1500 mm
Pallet Weight = 750KG Max

Normal Business Hours for Operations:

- No consignments shall be received or dispatched from the vendors on Sundays, night shifts & State Govt. affiliate holidays.
- Working hours – 9 am to 9 pm

Temperature Management:

- Storage to be done at room temperature

Cut off time for Secondary Distribution order receipt:

- Everyday 13:00 Hours is the cut off time for taking order for the same day delivery. Any order placed there after will be honoured only in the subsequent working day.
- Minimum order quantity to be 10 MT per delivery.
- Vehicles coming for loading and unloading should be informed with prior notice. Vehicles will be released within 2 hrs.of docking for loading/unloading on FIFO basis.

Annexure 2

1. CUSTOMER NAME: OMFED

Charges for Warehousing– Dry/Controlled Ambient Application

Pricing Model*	Daily
Storage Charges	monthly
Handling Charges	monthly
Minimum Guarantee	

Terms & Conditions:

- A. Chargeable quantity will be the maximum quantity stored on any day in agreed pricing model*, and the same will be arrived at by adding the opening stock + receipts for a day in the tenure in pricing model. Issues during the day will not be considered while calculating the chargeable quantity.
- B. Monthly will be considered from 1st to 30/31st of month.
- C. Handling charges for complete transaction, i.e inward and outward will charged at both
- D. Goods and Services Tax at the prevailing rate of 18% will be charged extra at the time of invoicing. Any changes in the taxes levied by the Govt. will be charged extra at the time of invoicing. Any other taxes and duties levied by the Govt. will be charged extra at actual.
- E. Payment to be made within 30 days from the submission of tax invoices.