



THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED

CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
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TENDER NOTICE

LEASING OUT OF HAFED WAREHOUSE AT LAWRENCE ROAD DELHI

Hafed, an Apex Cooperative Organization in the state of Haryana having annual turnover of Rs. 7000 crores, has set up a Warehouse of 83117 sq.ft. covered area at prime location on the Inner Ring Road, Near Wazirpur DTC Depot, Delhi. Out of this total space Hafed intends to lease out 79117 sq.ft. carpet area at basement, ground floor & first floor of Delhi Warehouse for three years w.e.f. from 1st March, 2014 or after completion of repair whichever is later. The Tender Form alongwith Tender documents containing the detailed terms and conditions can be had from Hafed Regional Marketing Office, Lawrence Road near Wazirpur DTC Depot Delhi (Mobile No. 09360681015) on cash payment of Rs. 5000/- (Non refundable). The parties interested for taking on lease the total space of 79117 sq.ft. may send their sealed offers quoting the monthly rent in **Rupees** per sq.ft to Hafed office Delhi. The offer must be accompanied with the Earnest Money of Rs. Five lakh in the shape of DD in favour of **The Haryana State Cooperative Supply and Marketing Federation Limited**, payable at Panchkula. The offers alongwith the required documents in the sealed envelopes must reach Hafed Regional Marketing Office,, Lawrence Road Near Wazirpur DTC Depot, Inner Ring road New Delhi latest by **2.00 PM on 26.11.2013**. The tenders will be opened on the same day at **3.00 PM** in the presence of tenderers who wish to be present. The successful tenderer will also have to submit a bank guarantee in favour of Hafed valid for a period of 39 months which will be refunded/ returned after successful completion of the agreement. The Tender Forms and tender documents can also be downloaded from the Hafed's website **www.hafed.nic.in** and in that event the tenderer will be required to submit DD of Rs.5000/- in favour of Hafed/ Cash receipt of Rs.5000/-, in addition to the Earnest Money alongwith Tender Form. Hafed reserves the right to accept or reject any/ all offers without assigning any reason.

**MANAGING DIRECTOR,
HAFED PANCHKULA**

**THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING
FEDERATION LIMITED HAFED CORPROATE OFFICE SECTOR-5 PANCHKULA
(HARYANA)**

TENDER DOCUMENT

**TENDER FORM FOR LEASING OUT OF HAFED WAREHOUSE AT LAWRENCE
ROAD DELHI**

Tender Form No.

i)	Name of tenderer:	
ii)	Complete address alongwith Telephone number / Mobile number / E.Mail /Fax if any.	
III)	Copy of the Balance Sheet and Turn over for Last 3 years duly certified by a Chartered Accountant (please write whether enclosed or not enclosed)	
iv)	Capacity of warehouse required	
v)	Rate offered per sq.ft.	
vi)	Detail of Earnest Money deposited	DD No./Cash receipt No.----- Dated-----

I/ We agree to abide by the terms and conditions of Hafed mentioned in the tender form, a copy of which duly signed on each page is enclosed in token of their acceptance.

(Signature of the Tenderer)

Name:

Designation:

TERMS AND CODITIONS OF THE TENDER

1. Tenders are to be submitted in prescribed proforma by 26.11.2013 by 2.00P.M. at Hafed office Delhi.
2. The period of rent for Hafed warehouse at Delhi shall be three years only and thereafter the party will have to vacate the premises
3. The period of rent will start from the date of possession of warehouse by the party or 15 days after the communication of the acceptance of offer by Hafed whichever is earlier.
4. The rent from the party will be charged as per Sq. ft of the carpet area on monthly basis.
5. The monthly rent shall be increased by 7% every year on yearly compounding.
6. The earnest money of Rs. 5 Lac will be deposited by the party by way of demand draft in favour of the Haryana State Cooperative Supply and Marketing Federation Limited payable at Panchkula. The Earnest Money deposited will be adjusted towards security of the successful tenderer.
7. The successful tenderer will also have to furnish a bank guarantee of Rs.45.00 Lakhs in addition to security which should be valid for a period of 39 months before the premises/ warehouse is handed over to them . No interest will be paid on this amount . The cash security of Rs.5 Lakhs and the Bank Guarantee of Rs.45 Lakh will be refunded to the party only after the successful completion of rent period i.e 3 years. In case the party fails to vacate the premises after expiry of 3 years, the security amount of Rs. 5 lacs will stand forfeited and Bank Guarantee of Rs. 45 lacs will be got enchased by Hafed, in addition to legal action for eviction and monthly rent will also be increased by 7% P. A on yearly compounded basis.
8. The party shall pay the agreed amount of rent to Hafed in advance through Bank draft /RTGS/Cheque on or before ^{7th} day of each month for which it is due during the period of tenancy after deducting TDS as applicable and a certificate of tax deduction will be issued by the party to Hafed. In case, the agreed rent is paid after the due date, the party shall be liable to pay interest @ 15% p.a. for the period so delayed.

9. In case of default in payment of the monthly rent or part thereof for consecutive two months, the party shall be liable for eviction immediately and Hafed will be entitled to take possession of the demised premises. The party shall also be liable to pay interest @ 15% p.a for the period of default in payment.
10. The other charges like electricity, water, telephone and insurance charges etc. shall be borne by the party itself.
11. The property tax of the warehouse, if any, shall be paid by Hafed. However all other taxes shall be borne by the party.
12. The service tax as applicable will be paid by the party.
13. The party shall in no case sub-let a part or whole of the premises to any other party.
14. The lessee will be responsible for obtaining all licenses/all consents from the authorities for Warehousing purpose.
15. The party shall not avail the loan facility by way of mortgage/pledge of the above premises against the rent agreement with Hafed from any person bank, financial institution under any circumstance.
16. The party will not alter or amend the present structure of warehouse/ premises and the party shall be responsible for the maintenance of the premises and other fixtures. Any loss or damage caused to Hafed property shall be made good from the party.
17. The Lessor/Lessee can get vacated or vacate the premises by giving 3 months notice within the agreement period of three years. If the lessee fails to vacate premises, he shall be liable to pay the monthly rentals to be enhanced @ 7% every year besides action for eviction..
18. The party shall execute a registered rent/lease agreement with Hafed within a period of one month from the date of issue of acceptance letter by Hafed to the successful tenderer and all the expenses for the execution and registration the lease agreement shall be borne by the party.
19. The tenderer is required to submit details of turn over during last three years duly certified by Chartered Accountant.

20. Hafed reserves the right to hold negotiations.
21. The Managing Director Hafed reserves the rights to reject/accept any tender without assigning any reason.
22. The validity of the offer of tenderer will be 3 months from the date of tender.
23. In case any dispute arises the matter shall be referred to the Sole Arbitrator i.e. Managing Director, Hafed Panchkula or to his nominee, whose decision shall be final and binding upon both the parties. It shall not be open to the successful party to question this condition on any ground whatsoever.

(Signature of the party)

LEASE AGREEMENT

THIS lease agreement is made and executed at Delhi on this day of ----- between The Haryana State Cooperative Supply & Marketing Federation Limited having its Corporate office at Sector-5 Panchkula-134109, Haryana (India) through Samriti Dhar Deputy Gen Manager (Mkg) Hafed Delhi hereinafter called the LESSOR which term shall wherever the context so requires be deemed to include its administrators, legal representatives and assigns of the first part.

And

_____ hereinafter called the LESSEE which expression shall wherever the context so requires be deemed to include its administrators, legal representatives and assigns of the Second part.

WHEREAS the Lessor is the absolute owner of the premises, (description of which hereinafter mentioned) titled as 'HAFED WAREHOUSE' Inner Ring Road, Near Wazirpur DTC Depot Delhi. AND WHEREAS the LESSEE participated in the tender on 13.11.2013 and final negotiation held with lessor on -----2013 ----- of Hafed and Lessee agreed to take on rent the said premises for its own use and whereas the Lessor has issued the letter No. -----dated -----2013 containing broad terms and conditions to be reduced in writing in detail at the time of execution of Lease of Agreement and whereas the Lessor has agreed to grant lease to the Lessee on the following terms and Conditions.

NOW THE DEED WITNESSETH AS FOLLOWS:

1.The Lessors hereby agree to let and the lessees hereby agree to take on Lease Hafed Warehouse situated Inner Ring Road, Near Wazirpur DTC Depot Delhi for an initial period of 3 years from -----, the date on which physical possession of the premises is taken by the lessee, on the following Rate and thereafter subject to as hereinafter mentioned on a monthly tenancy described as Under:

	Basic Rate per sq.ft. per month w.e.f.	Increase @ 7% in 2 nd Year i.e. w.e.f.	Further increase @ 7% in 3 rd year w.e.f.
Basement (30073 Sq ft)	Rs. -	Rs. -	Rs. -
Ground Floor (25146) Sq.ft			
First Floor (23898)Sq.ft			
Total- 79117 sq.ft.			

Service tax as applicable shall be paid by lessee.

I. THE LESSEE HEREBY CONVENANT WITH THE LESSOR AS FOLLOWS:

1. The Lessee shall pay to Hafed total amount of Rs. -----per month (Rs.-----
-----) on or before 7th day of each month for which it is due during the
period of tenancy in the first year w.e.f from ----- per month
(Rs.-----) in the 2nd year w.e.f -----3rd year
w.e.f -----after deducting TDS as applicable and a certificate of Tax
deduction will be issued by the Lessee to the Lessor. However, in the event
of agreed rent paid later than the due date, the Lessee shall be liable to pay
interest @15% p.a. for the period of delay.
2. To pay the monthly rent reserved on or before the date and in the manner
afore. In case of default in payment of the monthly rent or part thereof for
consecutive three months, the Lessee shall be liable for eviction immediately
and the Lessor will be entitled to take possession of the demised premises.
The Lessee shall also be liable to pay interest @ 15% p.a. for the period of
default in payment of the agreed rent.
3. To use the demised premises by the lessee as its warehouse and shall in no
case whatsoever sub-let, assign or otherwise part with possession of a part
or whole of the premises hereby demised and also not to avail the loan
facility by way of mortgage/pledge of the above premises against the lease
from any person, bank, financial institution under any circumstances.
However, The Lessee shall be free to do business of warehousing, Cold
Storage/Logistics/Transport/ C&F work and allied service like grading,
sorting, mechanized packing of staples/agro products etc. for their various
customers. Indo Arya Logistics shall apply for packing License at their own
cost and shall be required to ensure compliance of labour laws and other
statutory requirements at their end.
4. To pay Electricity charges and water charges and telephone charges and any
other such charges to the authorities/ agencies directly as per their actual
billing. The Lessee shall furnish copies of the bills duly paid.
5. The Lessee shall maintain the demised premises including the boundary wall,
entrance point, campus lighting/ electrification, cleanliness and watch and
ward and will keep the lifts, Fire fighting System in workable condition. Any
mishap on this account will be the responsibility of lessee. No hazardous/
contraband goods will be stored in the premises by the Lessee. The Lessee
shall pay the Maintenance charges regularly enabling the maintenance
authorities to keep the said services active. In case of nonpayment of such
charges, the Lessee shall be solely responsible for any deterrent action
taken by the said authorities.
6. To keep the interiors of the demised premises in good order and condition.

7. Not to make any additions/ alterations in the demised premises without the consent of the Lessor, However, the Lessee shall be allowed during the lease period to install suitable cabin in the Warehouse premises reserved for them alongwith other furniture and fixtureoffice equipment / machines. Repair of flooring, white washing / painting inside / outside, installation of Air conditioner, Fire extinguishers etc. shall be carried out by the lessee at their own cost. The lessee shall hand over the possession of warehouse in original condition. Any loss or damage to the warehouse during the possession of the lessee shall be made good from t he lessee.
8. If the demised premises are rendered uninhabitable by fire , earthquake, cyclone, storm flood, violence of any army, mob or other irresistible force or act of God, not by any act or neglect or default of the Lessee, then in such case lessee shall not claim any compensation for the loss suffered from the Lessor, the Lessee shall have the option to terminate the Lease after giving one month notice and handover possession of the said premises to the Lessor and will not be required to pay the rent from the date of handing over the possession.
9. To permit the lessor and its agents, surveyors and workmen with all necessary appliances to enter the demised premises at all reasonable times for the purpose either of inspection or repair of the demised premises after giving prior notice.
10. To deliver the demised premises to the Lessor at the end or on earlier termination of the tenancy in such repair or condition as is consistent with covenants and conditions of this lease agreement. In case the Lessee wants to vacate the premises during the lease period, it can do so by serving three months notice in writing upon the lessor or pay rent in lieu of the notice period.
11. The Lessee shall abide by the laws and regulations of the local authorities, including Municipal Corporation Delhi in relation to the demised premises so far as these are applicable to the Lessee. Since the Lessee will use the premises for 24 hours, the Lessee will take permission, if any, from the authorities.
12. The Lessee has deposited Rs. 5.00 lakh and submitted a bank guarantee of Rs. 45 .Lacs towards security to Hafed. No interest will be paid by Hafed on the security deposit, which shall be refunded after the successful completion of the Lease Agreement of 3 years. In case the lessee fails to vacate the premises after the lease period of 3 years, security amount of Rs. 5.00 Lacs will stand forfeited and the bank guarantee of Rs. 45 lacs will be got en-cashed by Hafed besides action for eviction and monthly rent also will be increased by 7% p.a. on yearly compounded basis.

13. All incidental expenses connected with the execution of this deed and the stamp duty shall be borne by the lessee.

II THE LESSOR HEREBY COVENANT WITH LESSEE AS FOLLOWS:

1. The Lessor has assured the Lessee of its title and right to the property and right to lease the property as mentioned. The Lessor will be responsible for claim, if any, against it and shall indemnify the Lessee in case the lessee due to the defective title of the Lessor suffers and loss, damage, etc
2. On the condition that the Lessee continues to pay the rent hereby reserved, it shall enjoy the demised premises during the said term without interruption by the Lessor.
3. That whereas day to day interior repairs, such as fuses, leakage of water tank and other minor repairs shall be got done by the Lessee at its own cost, major structural repairs will be attended to by the lessor at its cost within a reasonable time after such defects are notified to the Lessor by the Lessee.
4. That the lessor shall allow free of charges the use of existing electric fittings in the demised premises.
5. That the lessor shall pay the property tax of the premises and all other taxes shall be borne by the lessee. All taxes levied in future by any authority/Govt.during the tenancy period will be borne by the lessee.
6. That the Lessor shall allow the lessee to fix sign board displaying the proper name/title of the Lessee as per prevailing by laws.
7. That the lessor shall provide water connection and electric connection with sub meter or separate meters as required by the Lessee for the demised premises.
8. That the Lessor represents and warrants that being the owner of the demised premises is fully empowered and authorized to make this lease and it will hold the lessee free and harmless of any demands, claims, actions or proceedings by other in respect of peaceful possession of the demised premises.

III IT IS HEREBY MUTUALLY AGREED TO AS FOLLOW

1. In case of destruction or damage of the premises by the earthquake or any other force majeure whatsoever, whether wholly or part, the lessee or any other person claiming through him shall not be bound to re erect or construct structure thereon. But if any other structure or building is erected in place of hereby demised property, the same shall be subject to the same rights and obligations if it was originally constructed or erected.
2. That the Lessee shall at the expiration or earlier determination or the tenancy period peacefully and quietly yield and deliver possession of the demised premises to the Lessor in the same condition as they now are

hiring barring normal wear and tear. The use of demised premises by the Lessee after the expiration or earlier determination of the lease period, shall tantamount to unauthorized occupation by the lessee and in that event Lessee shall be liable to pay to the Lessor damages equivalent to the three times of the monthly rent till the physical vacant possession is delivered to the Lessor.

3. It is agreed between the Lessee and Lessor that either party can vacate/ get vacated the warehouse by giving a 3 months written notice within the agreement period of years. If the lessee fails to vacate premises, he shall be liable to pay the monthly rentals to be enhanced @ 7% every month.
4. That the payment of rent shall be made by the Lessee to the Lessor by way of Bank draft/cheque payable at Chandigarh/ Panchkula and marked as "payees account" or through RTGS the details of which should be immediately, e.mailed to Hafed H.O (e.mail:hafedgmproc@gmail.com & hafedgmwh@gmail.com) and Deputy General Manager(Mkg) Hafed, Delhi -----
5. That whereas the Lessor shall get the building/demised premises insured for the concerned perils, it shall be the sole responsibility of the lessee to get their goods insured and the lessor shall in no case be responsible for any loss to the goods of the lessee so stocked/ warehoused in the demised premises.
6. The security amount will be forfeited and the bank guarantee will be revoked by the lessor in case of violation of any terms of this agreement by the lessee or to recover any amount due from lessee or any loss caused to the lessor.

IV **ARBITRATION**

All disputes and difference arising out of or in any way touching upon or concerning this agreement of lease whatsoever shall be referred to the sole arbitration of Managing Director, Hafed or his nominee whose decision shall be final and binding on both the parties.

- V That both parties agree to get this lease agreement registered, expenses of which will be borne by lessee.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands the day and year first hereinabove written.

WITNESS

- | | |
|----|--------|
| 1. | LESSOR |
| 2. | LESSEE |