



No. Hafed/ EE(HQ)/Drg/3361

Dated: 27.12.2021

Notice Inviting E-Tender -

(E-Tendering Website: <https://etenders.hry.nic.in>)

Online bids are hereby invited for the following works:

Sr. No	Description	Time Limit	Earnest Money (in Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Renting out 2 Shops No. R-7 and R-8 measuring 21.46 Sqm. and 9.15 Sqm located in Panchbatti Chowk, MI Road, Handloom Haveli, Jaipur (Rajasthan)	5 Years	10000	29-12-2021 17:01 Hrs.	12-01-2022 12:00 Hrs.

The tender document containing details of specifications etc. and other terms & conditions are available on portal <https://etenders.hry.nic.in> or at Hafed Website www.hafed.gov.in. The interested parties may download the tender document and must remit the funds on or before **12.01.2022 at 12:00 Hrs.** The date of bid submission is from **29.12.2021 at 17:01 Hrs to 12.01.2022 at 12:00 Hrs** through e-Tender portal as mentioned above. All bidders are required to get registered on e-tendering portal & obtain Digital Signature from NIC office. The technical bid will be opened on **12.01.2022** and the date for opening of the financial bid will be informed later on.

Hafed reserves the right to reject any / all tenders without assigning any reason whatsoever.

*** Tenders can be purchased/downloaded/opened as per the schedule given above.**

(Non Refundable) For purchasing the tender documents online, contractors are required to pay the Tender Documents Fees of Rs.1000/- online by using the electronic payments gateway service. The interested parties/bidders shall have to pay mandatorily Processing Fee of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. For online payments, Rent refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>

ELIGIBILITY, TERMS AND CONDITIONS:-

1. Earnest money amounting to Rs.10,000/- through online which will be adjusted towards security deposit. The successful Bidder will have to deposit 3 Months rent (offered by the bidder) as security deposit at the time of allotment.
2. The bidder also furnish the Bank Guarantee within 15 days of the allotment letter in favour of The Haryana Cooperative Supply and Marketing Federation Limited, Panchkula (HAFED) equal to the rent of 6 months (offered by the bidder) for the period of 5 years.

3. The monthly rent will also be increased by **10% after every year** on compounding basis.
4. The charges of water supply/electricity bills will be borne by the Tenant.
5. The periodical repairs/minor repairs will be borne by the Tenant.
6. The Tenant will not be allowed to make any addition/alteration in the property against the norms of Jaipur / Rajasthan Govt. However, they can make the changes inside the shops according to their decoration / placing of material etc. without changing the existing walls, floor and roof etc. If any loss or damage is caused to the premises, the party shall be liable to make good any losses to Hafed. If any approval is required by the Tenant from Jaipur / Rajasthan Authority / department concerned, it will be their own responsibility to get the same.
7. The Tenant can vacate the complex by serving three months notice to Landlord in advance. However, payment will be made by Tenant upto last day of the month of vacation of the complex. The security shall be refunded only if Tenant gives three months notice in advance, if he / she wish to vacate the premises.
8. In case the day of opening of offers happens to be a holiday, the tender will be opened on the next working day. The time and place of opening of tenders and other conditions will remain unchanged.
9. The validity of the tender is 90 days extendable by 45 days purely at the discretion of Hafed. The contractors who modify their rates, terms and conditions or withdraw within the validity period of tenders, their tenders are liable to be rejected and earnest money will be forfeited”.
10. The bidders must specify their GST No. and Permanent Account No. (PAN).
11. This is subject to without prejudice to Hafed's right for change in calculation and typing mistake, if any, occurs which is noticed lateron.
12. The jurisdiction of the Court will be at Panchkula / Chandigarh.
13. Agreement will be got registered from the Revenue Department / M.C/ concerned authority and the expenses in this regard will be borne by the Tenant.
14. Hafed reserves the right to reject any/all tenders without assigning any reason whatsoever.

**MANAGING DIRECTOR,
HAFED, PANCHKULA**

TERMS AND CONDITIONS FOR THE E-TENDER

1. **Tender document Fees (Non Refundable):** For purchasing the tender documents online, contractors are required to pay the Tender Documents Fees of Rs.1000/- online by using the electronic payments gateway service. The interested parties/bidders shall have to pay mandatorily Processing Fee of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. For online payments, Rent refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>
2. **Opening of Tender:** Technical bids shall be opened on 12.01.2022 and the Financial Bids of the tenderer who qualify in the Technical Bids shall be opened lateron. These Bids shall be opened at Hafed Head Office, Panchkula in the presence of the tenderer who may wish to be present.
- 3 (i) **Earnest Money:**

The bidder must have to deposit the Earnest money amounting to Rs.10,000/- through online and Hafed will be adjusted the same towards security deposit. The successful Tenant will have to deposit 3 Months rent (offered by the bidder) as security deposit at the time of allotment.
- 3 (ii) **Security**

The bidder also be furnish the Bank Guarantee within 15 days of the allotment letter in favour of **The Haryana Cooperative Supply and Marketing Federation Limited, Panchkula** equal to the rent of 6 months (offered by the bidder) for the period of 5 years with this specific work.
4. In case the party does not occupy the premises after acceptance of its bid by the Hafed or fails to vacate the premises after completion of Rent period, the security amount will stand forfeited and the Bank Guarantee will be invoked by Hafed besides taking legal action for eviction and the monthly rent will also be increased by **10% after every year** on compounding basis.
5. The Rent period shall start from the date of allotment letter / allocation of space to the party.

6. The party shall execute a registered rent / Rent agreement with Hafed within a period of one month from the date of issue of acceptance letter by Hafed to the successful tenderer otherwise the security amount will stand forfeited and the Bank Guarantee will be invoked by Hafed. All the expenses for the execution of rent Rent agreement shall be borne by the party.
7. The Rent deed will be got registered by the Tenant at its own cost.
8. The rent shall be charged from the party on monthly basis.
9. The monthly rent shall be increased by 10% after **every one year** on compounding basis.
10. The Rent period shall be initially for **5 (five) years**, which can be further extended up to 5 years with the mutual consent and prior approval of the Managing Director, Hafed. In that event, a fresh Rent deed will be executed with mutually agreed terms and conditions.
11. The party shall pay the agreed amount of rent to Hafed in advance through Bank Draft/RTGS/NEFT on or before 7th day of each calendar 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 of delay.
12. In case of default in payment of the monthly rent or part thereof for consecutive three months, the party shall be liable for eviction immediately and Hafed will be entitled to take possession of the demised premises.
13. Other charges like electricity, water, telephone and insurance charges etc. shall be borne by the party itself.
14. The property tax of the warehouse, if any, shall be paid by Hafed. However all other statutory taxes shall be borne by the party.
15. The GST, as applicable, will be paid by the party.
16. The party shall in no case sub-let a part or whole of the premises to any other party. If at any stage, it is found that the premises or any part of it has been sub-let, the party shall be liable for eviction immediately and Hafed will be entitled to take possession of the demised premises.
17. The Tenant shall be responsible for obtaining all licenses/ all consents from the authorities for warehouse purpose.
18. The party shall not avail the loan facility by way of mortgage/pledging the premises against the rent agreement with Hafed from any person, bank, and financial

institution under any circumstance.

19. The party shall 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. If any loss or damage is caused to the demised premises, the party shall be liable to make good any losses to Hafed.
20. The party shall not use the premises for any unauthorized / illegal business.
21. The Landlord/Tenant can get vacated or vacate the premises by giving 3 months notice in writing within the agreement period. If the Tenant fails to vacate premises after the expiry of 3 months notice, he shall be liable to pay the monthly rentals to be enhanced @ 10% every month.
22. The tenderer is required to submit copies of his balance sheets and Profit & Loss account for the last three years duly certified by a Chartered Accountant.
23. **Negotiation:** Hafed reserves the right to negotiate the rates. However, the negotiations could be held up to H-3 bidder, if the difference between H-1 quoted rate and those quoted by H-2 and H-3 is within 5% of the H-1 quoted rate. In case where the H-1 bidder refuses to further enhance his offered rate and the H-2 or H-3 bidders come forward to offer a rate which is better than the rate offered by the H-1 bidder, the bidder whose rate is accepted becomes the H-1 bidder. However, in such a situation, the original H-1 bidder may be given one more opportunity to improve upon the discovered rate. In case, the original H-1 bidder further improves upon the rate discovered during the negotiations, he would be treated as H-1 bidder. As regard the apportionment of the area/space, the finally determined H-1 bidder would be accorded due preference and the allocation of the space/area may be decided by Hafed. The balance space/area may be apportioned between the H-2 and H-3 bidders, if they accepted the final H-1 rates. Hafed also reserve the right to allocate space to H-2/H-3 bidder on overriding priority basis if the H-2/H-3 bidder has made a bid for more/complete space/area of the floor than the H-1 bidder. However, a final decision regarding allotment of space/area shall be at the sole discretion by Hafed on case to case basis and its decision shall be final and binding.
24. The validity of the tender is 90 days extendable by 45 days purely at the discretion of Hafed. The bidder who modify their rates, terms and conditions or withdraw within the validity period of tenders, their tenders are liable to be rejected and earnest money will be forfeited.

25. The Managing Director Hafed reserves the right to accept/reject any/all the bids without assigning any reason.
26. In case of any dispute arising out of the contract, the matter shall be referred to the Managing Director, Hafed, Panchkula to arbitrate in the matter, who can arbitrate himself/herself or appoint anybody including Hafed officer to arbitrate the matter, whose decision shall be final and binding upon both the parties. It shall not be open to the party to question this condition on any ground whatsoever. All disputes arising out from this contract shall be subject to jurisdiction of Panchkula / Chandigarh Courts only.
27. Certified that I/We _____
have carefully gone through the above terms & conditions and have retained a copy of the same. I/We shall strictly abide by the terms & conditions.

Accepted the above terms & conditions.

Signatures of tenderer / party with seal, date & complete address.

Mobile No.: _____

E-mail: _____

FORMAT OF TECHNICAL BID

Sr. No.	Particulars	
1	Name	
	Complete Address	
	E-mail Id	
	Website, if any	
	Phone No(s)/Mobile No(s)	
2	Detail of Earnest Money	
3.	Whether the copies of the following documents duly signed at each page have been uploaded (write 'Yes' or 'No'):	
	1) Tender Document	
	2) Balance sheet for the last 3 years	
	3) PAN Card	
4	Details of Bank account / IFSC code required for refund of EMD	Name of party _____ Account No. _____ IFSC code of the branch _____ Name of Bank _____ Address of Bank _____

I/we hereby state that:-

1. I/we have thoroughly read all the schedules, appendices, annexure to the tender document, terms & conditions carefully.
2. Our offer is as per Terms and Conditions given in the tender document.

Signatures: _____

Seal/Stamp: _____

Full Name of the authorized signatory: _____

Designation of the signatory:

Contact No. of signatory:

E-Mail ID of signatory: _____

‘FORMAT OF FINANCIAL BID’

(Format of the Financial Bid will be opened of only those Tenderers, who qualify all the technical parameters)

The rates should be quoted exclusive of GST / Service Tax in Rs. in figures in the following format. There should be no cutting/ overwriting in the Financial bid.

Sr. No	Description	Time Limit	Earnest Money (in Rs.)	Per month Rent to be quoted by the bidder
1.	Renting out 2 Shops No. R-7 and R-8 measuring 21.46 Sqm. and 9.15 Sqm. Each located in Panchbatti Chowk, MI Road, Handloom Haveli, Jaipur	5 Years	10,000	

Note: The bidder also be furnish the Bank Guarantee within 15 days of the allotment letter in favour of The Haryana Cooperative Supply and Marketing Federation Limited, Panchkula equal to the rent of 6 months (offered by the bidder) for the period of 5 years with this specific work

**HDM
Hafed PKL**

**CHD/SDE (P)
Hafed PKL**

**XEN (HQ)
Hafed PKL**

APPROVED BY

**SUPERINTENDING ENGINEER
HAFED, PANCHKULA**

RENT AGREEMENT

This Rent agreement is made and executed at _____ on _____ this day of _____, 20____ between The Haryana State Cooperative Supply & Marketing Federation Limited having its Corporate office at Sector-5 Panchkula-134109, Haryana (India) through _____ hereinafter called the LANDLORD which term shall wherever the context so requires be deemed to include its administrators, legal representatives and assigns of the first part.

And

M/s. _____
or his authorized representative Shri _____
hereinafter called the TENANT which expression shall wherever the context so requires be deemed to include its administrators, legal representatives and assigns of the Second part.

WHEREAS the Landlord is the absolute owner of the premises, (description of which hereinafter mentioned) titled as 'HAFED WAREHOUSE' situated at _____. AND WHEREAS the TENANT participated in the e-tender on _____ and final negotiation held with Landlord on dated ----- and Tenant agreed to take on Rent _____ Sq.ft. area at _____ of the said premises for its own use and whereas the Landlord has agreed to grant Rent to the Tenant on the following terms and Conditions.

NOW THE DEED WITNESSETH AS FOLLOWS:

1. The Landlords hereby agree to let and the Tenant hereby agree to take on Rent Hafed Shops situated at _____ for an initial period of **Five years** w.e.f. _____, the date on which physical possession of the premises is taken by

the Tenant, on the following Rate and thereafter subject to as hereinafter mentioned on a monthly tenancy described as Under:

2 No. shops	Rent per month w.e.f. _____	Rent per month w.e.f. _____ after increase @10% in 2 nd year	Rent per month w.e.f. _____ after increase @10% in 3 rd year	Rent per month w.e.f. _____ after increase @10% in 4 th year	Rent per month w.e.f. _____ after increase @10% in 5 th year
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The Tenant further agrees that the GST as applicable shall be paid by Tenant.

2. That after successful completion of **5 (five) years**, the Rent period can be further extended with the increase of 10% every year up to 5 years with the mutual consent and prior approval of the Managing Director, Hafed. In that event, a fresh Rent deed will be executed with mutually agreed terms and conditions.

THE TENANT HEREBY CONVENANTS WITH THE LANDLORD AS FOLLOWS:

1. The Tenant shall pay to Hafed total amounting of Rs. _____ per month Rs. _____ only) in advance through RTGS / NEFT on or before 7th day of each month for which it is due during the period of tenancy in the Rent period w.e.f from _____ after deducting TDS as applicable and a certificate of Tax deduction will be issued by the Tenant to the Landlord. However, in the event of agreed rent paid later than the due date, the Tenant 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 Tenant shall be liable for eviction immediately and the Landlord will be entitled to take possession of the demised premises. The Tenant 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 Tenant 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 Rent from any person, bank, financial institution under any circumstances. However, The Tenant 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. The Tenant 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 the other charges like electricity, water, telephone charges including their share in electricity charges, water charges, watch and ward charges, maintenance and cleaning charges or any other common charges including annual maintenance charges (AMC) of lift for the whole complex in the ratio of area hired by the Tenant.
5. The expenditure on account of annual maintenance charges of the lift shall be borne by the party / parties.
6. To maintain the demised premises including the boundary wall, entrance point, campus lighting / electrification, cleanliness and watch and ward, fire fighting System in workable condition. Any mishap on this account will be the responsibility of Tenant. No hazardous/ contraband goods will be stored in the premises by the Tenant. The Tenant shall undertake maintenance of the premises and facilities and he shall be solely responsible for any deterrent action taken by the authorities for non maintenance.
7. To keep the interiors of the demised premises in good order and condition.

8. Not to make any additions / alterations in the demised premises without the consent of the Landlord. However, the Tenant shall be allowed during the Rent period to install suitable cabin in the Warehouse premises reserved for them alongwith other furniture and fixture office equipment / machines. Repair of flooring, white washing / painting inside / outside, installation of Air conditioner, Fire extinguishers etc. shall be carried out by the Tenant at their own cost. The Tenant shall hand over the possession of warehouse in original condition. Any loss or damage to the warehouse during the possession of the Tenant shall be made good from the Tenant.
9. 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 Tenant, then in such case Tenant shall not claim any compensation for the loss suffered from the Landlord, the Tenant shall have the option to terminate the Rent after giving one month notice and handover possession of the said premises to the Landlord and will not be required to pay the rent from the date of handing over the possession.
10. To permit the Landlord 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.
11. To deliver the demised premises to the Landlord at the end, or on earlier termination, of the tenancy in such condition as is consistent with covenants and conditions of this Rent agreement. In case the Tenant wants to vacate the premises during the Rent period, it can do so by serving three months notice in writing upon the Landlord or pay rent in lieu of the notice period.

12. To abide by the laws and regulations of the local authorities, in relation to the demised premises so far as these are applicable to the Tenant. Since the Tenant will use the premises for 24 hours, the Tenant will take permission, if any, from the authorities.
13. The Tenant has deposited Rs. _____ and submitted a Bank Guarantee of Rs. _____ towards security with Hafed. No interest will be paid by Hafed on the security deposit, which shall be refunded after the successful completion of the Rent Agreement of Five years. In case the Tenant fails to vacate the premises after the Rent period of Five years, security amount of Rs. _____ will stand forfeited and the Bank Guarantee of Rs. _____ will be got encashed by Hafed besides action for eviction and monthly rent also will be increased by 10% per annum on yearly compounding basis.
14. The party shall not use the premises for any unauthorized / illegal business.
- 15. All incidental expenses connected with the execution of this deed and the stamp duty shall be borne by the Tenant.**

II THE LANDLORD HEREBY COVENANT WITH TENANT AS FOLLOWS:

1. That the Landlord has assured the Tenant of its title and right to the property and right to Rent the property as mentioned. The Landlord will be responsible for claim, if any, against it and shall indemnify the Tenant in case the Tenant due to the defective title of the Landlord suffers and loss, damage, etc.
2. The Landlord shall allow the Tenant to enjoy the demised premises during the said term without interruption by the Landlord on the condition that the Tenant continues to pay the rent hereby reserved, timely.

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 Tenant at its own cost, major structural repairs will be attended to by the Landlord at its cost within a reasonable time after such defects are notified to the Landlord by the Tenant.
4. That the Landlord shall allow the use of existing electric fittings in the demised premises free of charges.
5. That the Landlord shall pay the property tax of the premises and all other taxes shall be borne by the Tenant. All taxes levied in future by any authority / Government during the tenancy period will be borne by the Tenant.
6. That the Landlord shall allow the Tenant to fix sign board displaying the proper name / title of the Tenant as per prevailing by laws.
7. That the Landlord shall provide water connection and electric connection with sub meter or separate meters as required by the Tenant for the demised premises.
8. That the Landlord represents and warrants that he, being the owner of the demised premises, is fully empowered and authorized to make this Rent and it will hold the Tenant 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 Tenant 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 Tenant shall at the expiration or earlier determination or the tenancy period peacefully and quietly yield and deliver possession of the demised premises to the Landlord in the same condition as they now are hiring barring normal wear and tear. The use of demised premises by the Tenant after the expiration or earlier determination of the Rent period, shall tantamount to unauthorized occupation by the Tenant and in that event Tenant shall be liable to pay to the Landlord damages equivalent to the three times of the monthly rent till the physical vacant possession is delivered to the Landlord, besides paying enhanced monthly rentals as detailed hereinafter.
3. It is agreed between the Tenant and Landlord that either party can vacate /get vacated the warehouse by giving a 3 months written notice within the agreement period upto _____. If the Tenant fails to vacate premises, he shall be liable to pay the monthly rentals to be enhanced @ 10% every month.
4. That the payment of rent shall be made by the Tenant to the Landlord by way of Bank draft payable at Chandigarh / Panchkula and marked as "payees account" or through N.E.F.T. Account No. _____ the details of which should be immediately, e-mailed to _____, Hafed, _____ at e-mail: _____.
5. That whereas the Landlord shall get the building / demised premises insured for the concerned perils, it shall be the sole responsibility of the Tenant to get their goods insured and the Landlord 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 invoked by the Landlord in case of violation of any terms of this agreement by the Tenant or to recover any amount due from Tenant or any loss caused to the Landlord.

7. ARBITRATION

All disputes and difference arising out of or in any way touching upon or concerning this agreement of Rent whatsoever shall be referred to the sole arbitration of Managing Director, Hafed or his / her nominee whose decision shall be final and binding on both the parties and it will not be open to Tenant to challenge such arbitration on the ground that the arbitrator happens to be an employee of the Landlord.

8. That both parties agree to get this Rent agreement registered, expenses of which will be borne by Tenant.

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

WITNESS

1.

LANDLORD

2.

TENANT