



**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
TEL: 2590520-24, FAX: 2590711 E-mail: hafed@hry.nic.in
Website: <http://hafed.gov.in>

SINCE 1960
HAFED

E-TENDER NOTICE

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites E-tender for leasing/ rent out the vacant space of approx. 44,132 sq. feet in its Warehouse at Mega Food Park in Industrial Model Township (IMT), Rohtak, Haryana for an initial lease period of 3 years.

The agency interested in taking on lease the above said area may submit their technical bid along with all supporting documents and the financial bid, through e-tendering portal. The tender document containing eligibility criteria and other terms & conditions is available at the e-tendering portal of Haryana Government (<https://etenders.hry.nic.in>) and also at HAFED website (<https://hafed.gov.in>). The interested agencies/ bidders can submit their bids through e-tendering portal as per dates given in the tender document. All bidders are required to get registered on e-tendering portal & obtain Digital Signatures as detailed in the tender document. Technical & Financial bids will be opened at HAFED Corporate Office, Sector-5, Panchkula (Haryana) and negotiations will be held as per Haryana Govt. Instructions/ CVC Guidelines. All the bidders are requested to be present at the time of opening of Technical & Financial bids for negotiations.

HAFED reserves the right to accept/reject any/all tenders without assigning any reason.

MANAGING DIRECTOR

Detailed Notice Inviting E-tender

E-tender is invited for leasing out the Warehouse at Mega Food Park at Industrial Model Township, Rohtak, Haryana in India as per details mentioned below in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Warehousing Complex:

| Sr. No. | Total area (approx.) (in Sq. feet) | | EMD to be deposite d (In Rs.) | Total security amount to be deposited before possession. | Tender Document Fee and processing fee (non- refundable) | Start Date & Time of Bid Preparation & Submission | Expiry Date & Time of Bid Preparation & Submission |
|---------|---------------------------------------|--------|--|--|--|--|---|
| 1. | Warehouse | 44,132 | 4,41,320 | 15% of annual rent in shape of Bank Guarantee | Rs.500/- + Rs. 1000/- = Rs.1500/- | 24.02.2023 05.01 PM | 10.03.2023 10.00 AM |

Note : The interested agency must apply for the full area only otherwise their bid will be rejected.

Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. Technical Bid & Commercial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with the request to eligibility and qualification criteria prescribed in the Tender document. The Price Bid under the second cover shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- The payment for Tender Document Fee and Processing Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to "Online Payment Guideline" available at the e-Tendering Portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. **Bidder will be required to make online payment of required EMD in due course of time. The intended agencies fail to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.**
- The interested bidders shall have to pay mandatorily Processing Fee of Rs.1000/- and document fee of Rs.500/- (Non-refundable) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
- The Payment for Earnest Money Deposit (EMD) of Rs.441320/- can be made by eligible bidders online directly through online system.

The online Tender Document Fee and EMD should be made separately. Both the online payments must preferably be deposited one day before 10.03.2023, otherwise the tender will be rejected. The online bids of only those bidders/agencies will be accepted who will deposit the online required tender fees and EMD as above.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates :

Key Dates

| Sr. No. | HAFED Stage | Agency Stage | Start/expiry date and time |
|---------|------------------------------------|---|---|
| 1. | | Downloading of Tender Document/ Online Bid Preparation. | 24.02.2023 (05:01 PM) To 10.03.2023 (10:00 AM) |
| 2. | | Pre-bid Meeting (Queries regarding Tender document) | 01.03.2023 (11.00 AM) |
| 3. | Corrigendum, if any to be released | | Corrigendum will be released if required after the pre-bid queries. |
| 4. | | Submission of Online Bid | 24.02.2023 (05:01 PM) to 10.03.2023 (10:00 AM) |
| 5. | Opening of Technical Bid | | 10.03.2023 (10:30 AM) |
| 6. | Opening of Financial Bid | | To be conveyed later on |

Important Note:

- 1) The interested agency/ bidders have to complete "Application/ Bid Preparation & Submission stage on scheduled time as mentioned above. If any agency/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her application /bid status will be considered as "Applications/bids not submitted."
- 2) Agency/ Bidder must confirm & check his/her application/bid status after completion of his/her all activities for e-bidding.
- 3) Agency/ Bidder can rework on his/her bids even after completion of Application/Bid Preparation & submission stage(Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Agency/Bidder Stage.

INSTRUCTIONS TO AGENCY/BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on etenders.hry.nic.in Portal:

All the agency/bidders intending to participate in the tender process online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the agency /bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicants PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master/ Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the e-tendering portal – <https://etenders.hry.nic.in>.
- 2.3 The agency/ bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The agency/bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up having Internet explorer 10 or above and JRE 8 update 151 in 132 bit.

4. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>.

5. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Tender portal <https://etenders.hry.nic.in>

6. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the tender document. The date and time shall be binding on all agencies/ bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7. Preparation & Submission of Online Applications/Bids:

- (i) Detailed Tender documents may be downloaded from e-tender website <https://etenders.hry.nic.in> and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Document to be submitted / uploading for technical bid under online Technical Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.

8. Only Electronic Form (Refer Tender document).

Financial or Price Bid Proposal shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually

NOTE:-

Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>

DETAILED NOTICE

1.0 Background Information

HAFED is the largest apex cooperative federation of Haryana State in India. It is playing a leading role in serving the farmers of the State as well as customers in India and abroad by providing hygienic and safe quality consumer products.

HAFED has always been taking steps from time to time to strengthen the co-operative base of its constituents. HAFED plans to broad base and strength its distribution and marketing network by appointing distributors in the state. Apart from the sale of consumer products, HAFED has also been in the business of manufacturing and supplying the quality Cattle feed Products to its customers and well tested high-quality pesticides/ insecticides both in powder & solution form to the farmers through its large chain of distributors.

HAFED, is setting up a Mega Food Park at IMT Rohtak under the Mega Food Park Scheme of Govt. of India with a Project Cost of approx. 180 Crore with following major facilities :

Central Processing Centre (Rohtak)

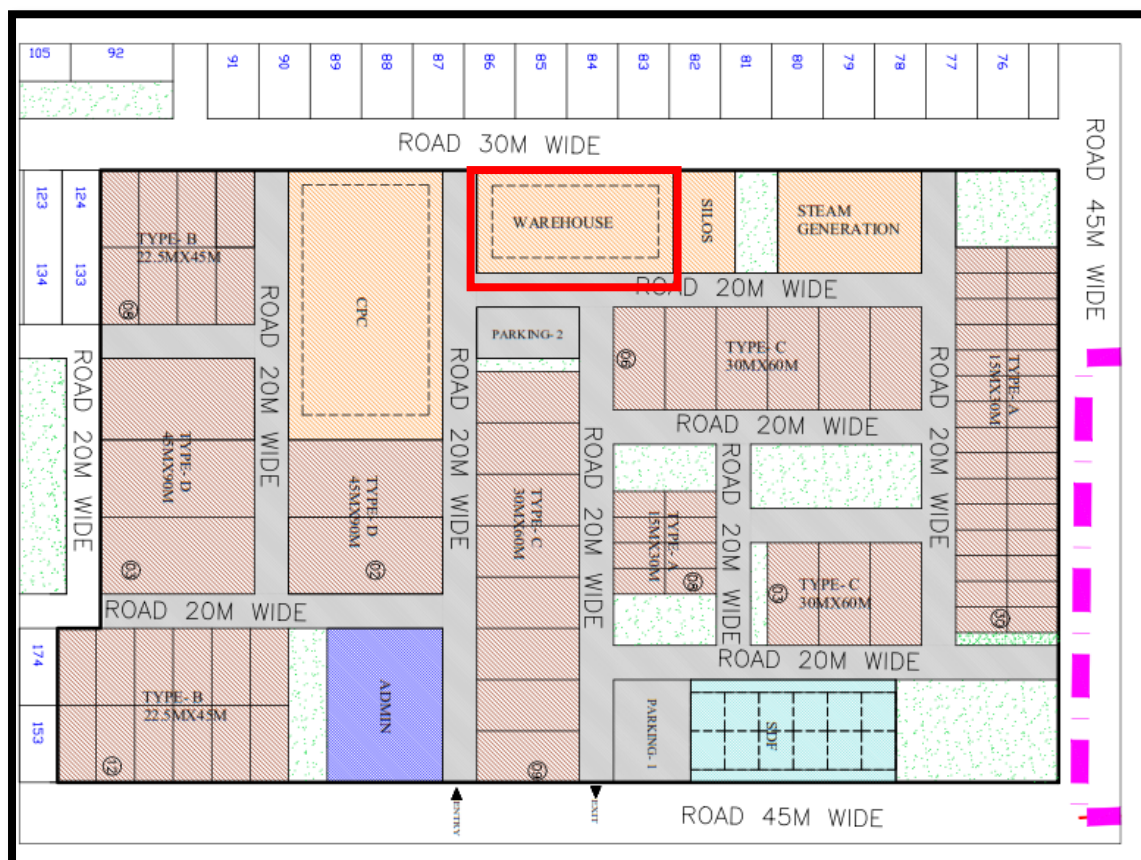
| Sl. No | Component | Capacity |
|--------|---|-------------------|
| 1 | Multipurpose Cold Storage | 5,000 MT |
| 2 | IQF | 1.5 MT / hr |
| 3 | Frozen Chamber | 1,500 MT |
| 4 | Warehouse | 7,500 MT |
| 5 | Silos | 2,500 MT |
| 6 | Boiler | 2 TPH |
| 7 | Quality Control & Food Testing Lab (incl R&D) | As per facilities |

a) Primary Processing Centres

| Sl. No | Component | Jind | Rewari | Yamuna Nagar |
|--------|-----------------------------|-----------|-----------|--------------|
| 1 | Dry Warehouse | 500 MT | 500 MT | - |
| 2 | Sorting, Grading yard | 1.5 MT/hr | 1.5 MT/hr | - |
| 3 | Cold Storage | 500 MT | 500 MT | - |
| 4 | Trucks | 4*5 MT | 4*5 MT | - |
| 5 | Material Handling Equipment | Yes | Yes | Yes |
| 6 | Reefer Vans | 2*5 MT | - | - |
| 7 | DG Set | Yes | Yes | Yes |
| 8 | Milk Chilling Unit | - | - | 10,000 LPD |
| 9 | Storage facility for milk | - | - | 10 MT |

| | | | | |
|----|--------------|---|---|---------|
| 10 | Cold Storage | - | - | 300 MT |
| 11 | Milk Tankers | - | - | 2*10 MT |

Site Map of the Park:



The Mega Food Park is being set up in a 50-acre plot of land located at Industrial Estate Rohtak, Rohtak District, Haryana. The site is located on Hisar Bypass and is 87 km away from Delhi. The main entry on the site is from East direction. Proximity of Delhi-NCR region, which is the major consuming center of India further adds to the strategic advantage. The proximity of production areas in the neighboring Districts of Panipat, Jhajjar and Rohtak which are included as part of the Backward linkages plan for Mega Food Park. Thus, the availability of food surplus and closed proximity of the market will ensure viability and round the year availability of raw material at the Mega Food Park. These linkages will help in attracting food processing units in the CPC and are also crucial to achieve economies of scale.

Specification of the Warehouse

The warehouse has been scientifically designed and the tentative specifications of the warehouse are as under :

| # | Particulars | Details |
|----|-------------|-----------------------------|
| 1. | Warehouse | 102.5 m length * 40 m width |
| 2. | Area | 44,132sq.feet (approx.) |
| 3. | Capacity | 7500 MT |

- The interested bidders shall have to pay mandatorily Processing Fee of Rs.1000/- and document fee of Rs.500/- (Non-refundable) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
- The Payment for Earnest Money Deposit (EMD) of Rs.4,41,320/- will be made by eligible bidders online directly through online system.

The Online Tender Document Fee and EMD should be deposited separately on or before 10.03.2023 (upto 10.00 AM) otherwise the tender will be rejected. The online bids of only those bidders/agencies will be accepted who will deposit the required tender fees and EMD online as above.

2.0 Invitation of Bids:

- 2.1 Interested party are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully mentioned in the tender document. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the agency risk and may result in the rejection of the bid.
- 2.2 No interest shall be payable by HAFED on the EMD and Security amount deposited by the agency.

3.0 Eligibility Criteria

- 3.1 The agency will be assessed as per the pre-qualification criteria defined in the TOR. Non-Conforming Proposals will be rejected and will not be eligible for any further processing. The pre-qualification criterion for the organization is as below:

| S.No. | Section | Requirement | Supporting documents |
|-------|--------------|--|---|
| 1 | Legal Entity | The agency (a Business Entity) shall mean a company registered in India under the Companies Act, 1956 or 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008 and operating for atleast last 5 (five) years as on March 31, 2023. | Incorporation/ Registration Certificate |

| | | | |
|---|-----------------------|---|---|
| 2 | Financial credentials | The entity should be an existing profit-making company, with at-least an average turnover of INR 10 Cr. from food processing activities during the last three financial years | CA Certificate for turnover and profit for last 3 years on their letterhead |
|---|-----------------------|---|---|

4.0 Procedure for the agency submission of Bids

4.1 The bids shall be submitted online in two separate envelopes:

“Envelope 1: Technical Bid”

The agencies/bidders shall upload the required details online in the Technical Bid

“Envelope 2: Financial Bid”

The bidders shall quote the prices in price bid format under Financial Bid.

- **Bidders are mandatorily required to submit the Technical and Financial Bid in the prescribed online format only. No manual bids shall be entertained.**

4.2 The agency is required to quote the price for leasing the warehouse space exclusive of GST/taxes/levies and as per HAFED’s terms & conditions.

4.3 Any conditions of the agency /bidder sent along with the bids, if any, shall not be binding on HAFED.

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

4.5 **Negotiations will be held on the same day after opening the financial bids. Bidders are therefore requested to remain present at the time of opening of financial bid and negotiation.** The date will be confirmed to the eligible bidders separately.

TERMS AND CONDITIONS FOR THE E-TENDER

1. **Price of the Tender document:** The agency/ bidder shall have to pay Rs.500/- online by using the service of secure electronic gateway.
2. **Processing fee:** The agency/ bidder shall have to pay **Rs.1,000/-** online by using the service of secure electronic gateway.
3. **Download of Tender document:** Download of Tender document shall start on **24.02.2023 (5.01 PM)** and close/ expire on **10.03.2023 (10.00 AM)**.
4. **Opening of Tender:** Technical bids shall be opened on **10.03.2023** at **10.30 AM** and the Financial Bids of the agency who qualify in the Technical Bids shall be opened later and it will be conveyed to the eligible bidders. These Bids shall be opened at HAFED Head Office, Sector 5, Panchkula in the presence of the agency who may wish to be present.

4 (i) Earnest Money Deposit:

The agency shall have to pay an amount of Rs.4,41,320/- as Earnest money. The payment for Earnest Money Deposit (EMD) will have to be made through online. If the intended bidder fails to pay EMD fee under the stipulated time frame, his technical and financial bids will stand rejected. If the agency after submitting his tender, does not keep his offer open or modifies the terms and conditions thereof in a manner not acceptable to "The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula, then the same will be rejected and the EMD will be forfeited. Subject as aforesaid, the Earnest money of all unsuccessful agency will be refunded after finalization of the tender, but HAFED shall not be liable to pay any interest thereon.

4 (ii) Security

The Earnest Money of the successful agency will be treated as Security, on which no interest shall be paid. The successful agency shall also pay security amount to "The Haryana State Cooperative Supply & Marketing Federation Ltd", within 15 days' time from the date of acceptance of his/her/ their offer, in the shape of Bank Guarantee @ 15% of Annual Rent. The validity of the Bank Guarantee will be for a **period of 42 months**. The security shall be refunded to the agency only after the successful completion of lease period.

4 (iii) Forfeiture of EMD/ Security

In case the successful bidder does not occupy the premise after acceptance of its bid by the HAFED or fails to vacate the premise after completion of lease period, the EMD/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 compounded basis.

5. The lease period shall start from the date of allotment letter / allocation of space to the agency.
6. The agency 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 agency otherwise the security amount will stand forfeited and the Bank Guarantee will be invoked by HAFED. All the expenses for the execution of rent lease agreement shall be borne by the agency.
7. The lease deed will be registered by the lessee at its own cost.

8. The rent shall be charged from the date of possession.
9. The rent shall be charged from the agency on monthly basis.
10. The monthly rent shall be increased by 10% after every one year on compounding basis.
11. The lease period shall be initially for three years, which can be further extended up to three years with the mutual consent and prior approval of the Managing Director, HAFED. In that event, a fresh lease deed will be executed with mutually agreed terms and conditions.
12. The agency 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 agency to HAFED. In case, the agreed rent is paid after the due date, the agency shall be liable to pay interest @ 15% p.a. for the period of delay, which shall be deposited in the HAFED TRA account.
13. In case of default in payment of the monthly rent or part thereof for consecutive three months, the agency shall be liable for eviction immediately and HAFED will be entitled to take possession of the demised premises.
14. Other charges like electricity, water, telephone and insurance charges etc. shall be borne by the agency itself.
15. The successful bidder shall deposit the bills timely otherwise the penalty, if any, imposed by the concerned department shall be charged from the agency.
16. The property tax of the warehouse, if any, shall be paid by HAFED. However, all other statutory taxes shall be borne by the agency.
17. The GST, as applicable, will be paid by the agency.
18. The Principal lessee may sub-let a part of the leased premise with the prior permission of the principal lessor for once. However, in case principal lessee is desirous of creating sublease contract afresh, then shall have to obtain prior permission of the principal lessor once again, or else, the Principal lessee shall be liable for eviction immediately and HAFED will be entitled to take possession of the premise. The Principal lessee shall be responsible for all legal and financial liabilities emanating out of this subsequent lease contract.
19. The lessee shall be responsible for obtaining all licenses/ all consents from the authorities for warehouse purpose.
20. The agency 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.
21. The agency shall not alter or amend the present structure of warehouse/ premises. In case the agency wants to make any changes, agency will have to seek prior approval from HAFED. The agency shall be responsible for the maintenance of the premises and other fixtures. If any loss or damage is caused to the premises, the agency shall be liable to bear any losses to HAFED. The agency while time of vacating the premises should give it back to HAFED in the same condition when it was leased out.

22. The agency can make a thorough field visit before entering into the agreement to ensure all fitting, fixtures etc. are checked and verified.
23. The agency shall not use the premises for any unauthorized/ illegal business activities/ operations.
24. The Lessor/ lessee can get vacated or vacate the premises by giving 3 months' notice in writing within the agreement period. If the lessee 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.
25. The agency is required to submit CA Certificate for turnover and profit & loss for last 3 years on their letterhead.
26. **Negotiation:** Negotiations will be held as per Haryana Govt. instructions/guidelines/CVC Guidelines.
27. The agency can only quote the rate/bid for the full area/space.
28. **Validity:** The validity of the offer of agency will be 60 days from the last date of receipt of the tender.
29. **Dispute:** 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 Courts only.
30. The Managing Director HAFED reserves the right to accept/reject any/all the bids without assigning any reason.
31. 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 agency / bidder 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 | Proof of EMD Date..... Name of Bank..... Payable at..... Amount..... |
| 3. | Whether the copies of the following documents duly signed at each page have been uploaded (write „Yes“ or „No“): | |
| | 1) Tender Document duly signed and stamped by the Authorized signatory | |
| | 2) Authorization Letter (bidder shall submit | |
| | 3) CA Certificate for turnover and profit for last 3 years on his letterhead | |
| | 4) PAN Card/ TAN/ GST | |
| | 5) Details of Bank account / IFSC code required for refund of EMD | Name of agency: _____ Account No. _____ IFSC code of the branch _____ Name of Bank _____ Address of Bank _____ |

I/we hereby state that:-

- I/we have thoroughly read all the schedules, appendices, annexure to the tender document, terms & conditions carefully.
- 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’

(To be submitted in a separate cover)

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

The rates should be quoted in **Rs. per sq. feet per month (exclusive of GST / other Taxes as applicable)** in figures as well in words in the following format :

| Sr. No. | Particulars | Area (approx.) (in sq. feet) | Rate quoted in Rs. per sq. feet per month (exclusive of GST / other Taxes as applicable) in Figures | Rate quoted in Rs. per sq. feet per month (exclusive of GST / other Taxes as applicable) in words |
|----------------|---|---|---|---|
| 1. | Warehouse, at Mega Food Park, Rohtak | 44,132 | | |

Note: The interested agency must apply for the full area / space only, otherwise their bid will be rejected.

LEASE AGREEMENT FOR LEASING OUT OF WAREHOUSE AT IMT, ROHTAK

This lease agreement is made and executed at _____ on _____ this day of _____, 2023 between The Haryana State Cooperative Supply & Marketing Federation Limited having its Corporate office at Sector-5 Panchkula-134109, Haryana (India) through _____ 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 M/s. _____

_____ or his authorized representative Shri _____ 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" situated at _____. AND WHEREAS the LESSEE participated in the e-tender on _____ and final negotiation held with lessor on dated ----- and Lessee agreed to take on lease _____ sq.m. area at _____ of the said premises for its own use 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 out and the lessee hereby agree to take on Lease HAFED Warehouse situated at _____ for an initial period of three years w.e.f. _____, 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:

| AREA | Rent per month w.e.f. _____ | Rent per month w.e.f. _____ after increase @ 10% in 2nd year | Rent per month w.e.f. _____ after increase @ 10% in 3rd year |
|------|--------------------------------|--|---|
| | | | |

The Lessee further agrees that the GST as applicable shall be paid by lessee.

2. That after successful completion of three years, the lease period can be further extended with the increase of 10% every year up to 3 years with the mutual consent and prior approval of the Managing Director, HAFED. In that event, a fresh lease deed will be executed with mutually agreed terms & conditions.

THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS:

1. The Lessee 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 lease period w.e.f from _____ 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 premise by the lessee as its own warehouse, may sub-let/assign or otherwise part with upto one level only, which is agreed between principal lessor and principal lessee. In case of sub-letting of the premise, the original lessee shall be responsible for legal and financial liabilities emanating out of this sub-letting contract. The Principal lessee shall not create any kind of encumbrance/charge such as mortgage/pledge the loan facility by way of mortgaging/pledging on the above premises in favour of any individual, bank, financial institution under any circumstances. However, the Lessee shall be free do business of warehousing, Cold Storage/ Logistics/ Transport/ C&F work and allied corollary business like grading, sorting, mechanized packing of staples /agro products etc. for their various customers. The Principal lessee shall apply for license/permission to run his business at his own level, while keeping in view all the statutorial provisions of law viz. Labour Laws, Safety Laws etc. to do his business.
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 Lessee.
5. The expenditure on account of annual maintenance charges of the lift shall be borne by the agency / agencies.
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 lessee. No hazardous/ contraband goods will be stored in the premises by the Lessee. The Lessee 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 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 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 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 the lessee.
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 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.

10. 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.
11. To deliver the demised premises to the Lessor at the end, or on earlier termination, of the tenancy in such 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.
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 Lessee. Since the Lessee will use the premises for 24 hours, the Lessee will take permission, if any, from the authorities.
13. The Lessee 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 Lease Agreement of three years. In case the lessee fails to vacate the premises after the lease period, security amount of Rs. _____ will stand forfeited and the Bank Guarantee of Rs. _____ will be cashed by Hafed besides action for eviction and monthly rent also will be increased by 10% per annum on yearly compounding basis.
14. The Lessee 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 lessee.

II. THE LESSOR HEREBY COVENANT WITH LESSEE AS FOLLOWS:

1. That 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. The Lessor shall allow the Lessee to enjoy the demised premises during the said term without interruption by the Lessor on the condition that the Lessee 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 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 the use of existing electric fittings in the demised premises free of charges.
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 / Government 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 he, 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, besides paying enhanced monthly rentals as detailed hereinafter.
3. It is agreed between the Lessee and Lessor that either agency can vacate /get vacated the warehouse by giving 3 months written notice within the agreement period upto _____. If the lessee 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 Lessee to the Lessor 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 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 invoked 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.

7. 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 / her nominee whose decision shall be final and binding on both the agencies and it will not be open to lessee to challenge such arbitration on the ground that the arbitrator happens to be an employee of the Lessor.

8. That both agencies agree to get this lease agreement registered, expenses of which will be borne by lessee.

IN WITNESS WHEREOF the agencies have set and subscribed their respective hands the day and year first herein above written.

(_____)

| S.No. | LESSOR WITNESS | LESSEE WITNESS |
|-------|----------------|----------------|
| 1. | | |
| 2. | | |