



**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>

ESTD 1966
HAFED

E-TENDER NOTICE

HAFED invites E-tender to lease/rent out of 4 no. of two storey Standard Design Units (Ground + First Floors with approx. 2541.89 Sq. Ft. covered area at each floor) based on the concept of plug and play facility at its Mega Food Park, IMT Rohtak for an initial lease period of 10 years, which can be extended further with mutual consent.

The interested and eligible bidders may submit their technical and financial bids through the e- tendering portal of the State Govt. as per schedule. The tender document containing eligibility criteria and other terms & conditions is available at Haryana State e-tendering portal [<https://etenders.hry.nic.in>] and at HAFED website: <http://hafed.gov.in>. All the bidders are required to get registered on the e-tendering portal. Technical and Financial bids will be opened at HAFED Corporate Office, Sector- 5, Panchkula (Haryana) as per schedule.

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

MANAGING DIRECTOR

DISCLAIMER

All information provided as a part of this Tender document to the prospective applicants by the Haryana State Cooperative Supply and Marketing Federation Limited (HAFED), is subject to the terms and conditions set out in this tender and any addendum to the same (as and when issued in writing).

This Tender document is not an agreement and neither an offer nor invitation by the HAFED to the prospective applicants or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this tender.

This tender document does not claim to contain all the information each applicant may require. Each applicant is advised to conduct its own due diligence and check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources as deemed necessary. HAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender document. HAFED may at their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

Detailed Notice Inviting E-tender

E-tender is invited for leasing/ rent out the standard design units based on the concept of plug and play facility at Mega Food Park at Industrial Model Township, Rohtak, Haryana, India as per details mentioned below:

Standard Design Units:

| Total number of standard design units to be leased | Total area (approx.) (in Sq. feet) | Tender Document Fee and processing fee (non-refundable) | Start Date & Time of Bid Preparation & Submission | Expiry Date & Time of Bid Preparation & Submission |
|---|---|--|--|---|
| 4 | (G+1) = 1 unit of 2541.89 x 2 = 5083.78 Sq Ft | Rs. 500/-+ Rs. 1000/- =Rs.1500/- | 11.08.2023 05.00 PM | 11.09.2023 11.00 AM |

Note: The interested bidder can apply for a single unit or for multiple units also.

Under this process, the Technical Bid Application as well as online Price Bid shall be invited 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).

1. The payment for Tender Document Fee and Processing Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts. Please refer to "Online Payment Guideline" available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
2. 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.
3. 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 online Tender Document Fee must be deposited one day before the closing date and time. The online bids of only those bidders will be accepted who will deposit the required tender fees online.

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

Key Dates

| Sr. No. | HAFED Stage | Bidder Stage | Start/expiry date and time |
|----------------|-----------------------------------|---|--|
| 1. | | Downloading of Tender Document/ Online Bid Preparation. | 11.08.2023 (05:00 PM) To 11.09.2023 (11:00 AM) |
| 2. | | Pre-bid Meeting (Queries regarding Tender document) | 18.08.2023 (11.00 AM) |
| 3. | Corrigendum if any to be released | Corrigendum will be released if required after the pre-bid queries. | 25.08.2023 (11.00 AM) |
| 4. | | Submission of Online Bid | 11.08.2023 (05:00 PM) To 11.09.2023 (11:00 AM) |
| 5. | Opening of Technical Bid | | 11.09.2023 (02.30 PM) |
| 6. | Opening of Financial Bid | | To be conveyed later on |

Important Note:

- 1) The interested bidders have to complete "Application/Bid Preparation & Submission stage on scheduled time as mentioned above.
- 2) Bidder must confirm & check his/her application/bid status after completion of his/her all activities for e-bidding.
- 3) The documents submitted online are non-transferable and non-refundable.

INSTRUCTIONS TO 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 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 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 website: <https://etenders.hry.nic.in>.
- 2.3 The 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 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.

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>

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 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

Tender document for leasing/ rent out of Standard Design Units at Mega Food Park Industrial Model Township, Rohtak, Haryana.

HAFED, Corporate Office, Sector 5,
Panchkula
Phone Nos. 0172-2590520-26
E- Mail: hafed@hry.nic.in

DETAILED NOTICE

1.0 **Background Information**

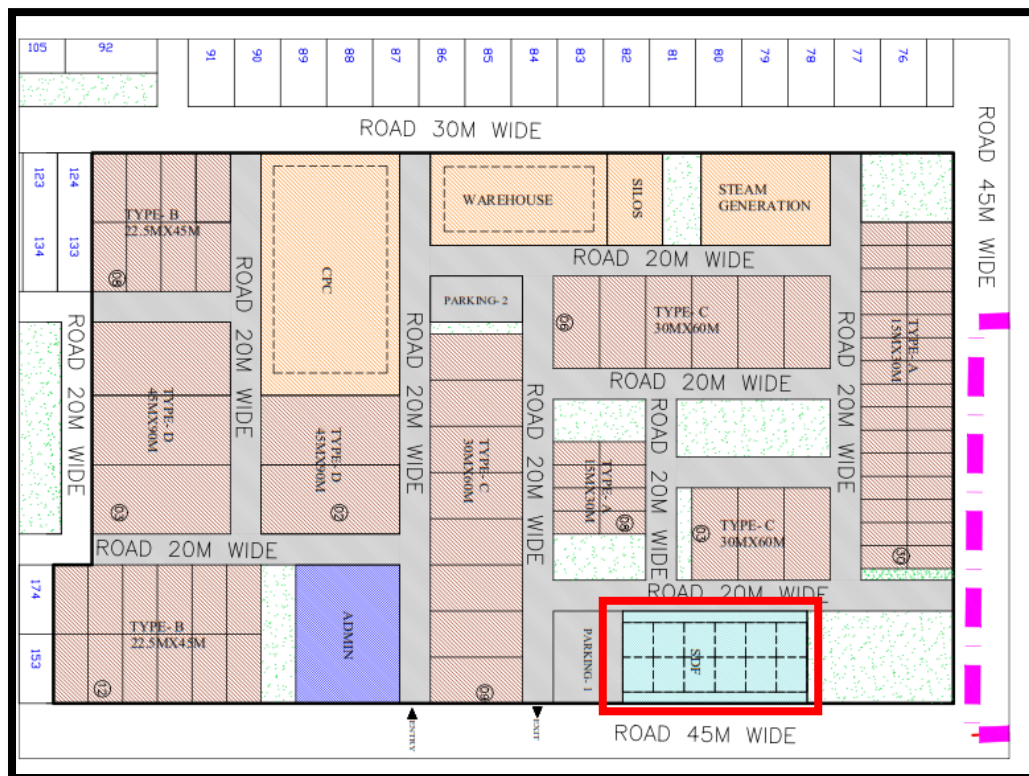
Mega Food Park is being set up by HAFED at Industrial Model Township (IMT), Rohtak under the Mega Food Park Scheme of the Ministry of Food Processing Industries (MOFPI), Govt of India. The primary objective of the Mega Food Park Scheme is to provide modern infrastructure facilities for the food processing along the value chain from the farm to the market. The expected outcome of Mega Food Park Scheme is increased realisation for farmers, creation of high quality processing infrastructure, reduction in wastages, capacity building of producers, processors and creation of an efficient supply chain along with significant direct and indirect employment generation. The Mega Food Park is ideally located at IMT Rohtak on National Highway-10, linking Delhi with Rohtak. The IMT is fully developed with leading industries already functional since about a decade.

The total project cost of Mega Food Park, Rohtak is Rs. 179.75 crore. This Mega Food Park is spread across 50 acres having 80 plots varying from 450 to 4050 sq mts. There are 12 Standard Design Units for MSMEs as a plug and play facility. Activities only relating to Food Products fit for human/ animal consumption, packaging facilities as ancillary to the food processing industries can be set up in the Standard Design Units by the investors. The Mega Food Park also has Central Processing Centre (CPC) with components like multipurpose cold storage, IQF, frozen chamber, warehouse of and quality and food testing laboratory. As a part of this project, three Primary Processing Centres (PPCs) are also to be set up in Manakpur (Yamunanagar), Narwana (Jind) and Bawal (Rewari).

Specification of the Standard Design Units:

| Particulars | Qty (in Units) | Type of structure | Covered Unit area (sq. ft) |
|-----------------------|---------------------------|------------------------------|---|
| Standard design units | 12 | G+1 | 5083.78 |

Site Map of the Park:



Layout unit number of the standard design units:

| ROAD 20M WIDE | | | | | |
|---------------|---|---|----|----|----|
| 7 | 8 | 9 | 10 | 11 | 12 |
| 1 | 2 | 3 | 4 | 5 | 6 |
| ROAD 45M WIDE | | | | | |

2.0 Invitation of Bids:

- 2.1 Interested bidders 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 bidder risk and may result in the rejection of the bid.

3.0 **Eligibility Criteria**

3.1 The pre-qualification criterion for bidders is as below:

| # | Requirement | Supporting documents |
|---|---|--|
| 1 | Only registered MSMEs are eligible. | MSME registration certificate |
| 2 | Bidder should not have been blacklisted by any State/ Central Government departments/ agencies or any other Public Sector undertaking as on the release date. | Self-undertaking on the letter head of the bidder duly signed and stamped. |

3.2 The bidder 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.

4.0 **Procedure for the bidder submission of Bids**

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

“Envelope 1: Technical Bid”

The 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 bidder is required to quote the price for leasing the standard design units exclusive of GST/taxes/levies by rounding the figure to two decimal places and as per HAFED's terms & conditions.

4.3 In case the uploaded document is not legible or in case a bidder is unable to upload a document due to technical reasons, the bidder can submit the hard copy of the document to HAFED before opening of the technical bid, however, financial bids will be accepted through e-tendering portal online only.

- 4.4 Negotiations will be held after opening the financial bids. Bidders are therefore requested to remain present at the time of opening of financial bid and negotiation. The date/time will be confirmed to the eligible bidders.
- 4.5 HAFED reserves the right to give a counter-offer to the bidder(s), if required.

NOTE: Conditional offers shall be summarily rejected.

TERMS AND CONDITIONS FOR THE E-TENDER

1. **Price of the Tender document:** The bidder shall have to pay Rs.500/- online by using the service of secure electronic gateway.
2. **Processing fee:** The bidder shall have to pay **Rs.1000/-** online by using the service of secure electronic gateway.
3. **Download of Tender document:** Download of Tender document shall start on **11.08.2023 (05.00 PM)** and close/expire on **11.09.2023(11.00 AM)**.
4. **Opening of Tender:** Technical bids shall be opened on **11.09.2023** at **2.30 PM** and the Financial Bids of the bidder 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 bidder who may wish to be present.

4(i) Security

The successful bidder shall pay security amount for a validity period of 126 months to "The Haryana State Cooperative Supply & Marketing Federation Ltd". payable at Panchkula/ Chandigarh, within 15 days' time from the date of acceptance of his/her/ their offer, in the shape of Bank Guarantee @ 15% of Annual Rent, otherwise their offer will stand cancelled. The security shall be refunded to the bidder only after the successful completion of lease period.

4(ii) Forfeiture 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 security amount will stand forfeited and the Bank Guarantee will be invoked by HAFED besides taking legal action for eviction.

5. The lease period shall start from the date of allotment letter / allocation of space to the bidder.
6. The bidder 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 bidder 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 bidder.

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 bidder on monthly basis.
10. The rent shall be increased by 7% after every one year on compounding basis.
11. The lease period shall be initially for 10 years, which can be further extended with the mutual consent and with the 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 bidder 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 bidder to HAFED. In case, the agreed rent is paid after the due date, the bidder 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 bidder 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 bidder 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 bidder.
16. The property tax of the standard design unit, if any, shall be paid by HAFED. However, all other statutory taxes shall be borne by the bidder.
17. The GST, as applicable, will be paid by the bidder.

18. The Principal lessee may sub-let/assign or otherwise part with upto one level only 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 standard design unit purpose.
20. The bidder 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 bidder shall not alter or amend the present structure of premises. In case the bidder wants to make any changes, bidder will have to seek prior approval from HAFED. The bidder shall be responsible for the maintenance of the premises and other fixtures. If any loss or damage is caused to the premises, the bidder shall be liable to bear any losses to HAFED. The bidder while time of vacating the premises should give it back to HAFED in the same condition when it was leased out.
22. The bidder can make a thorough field visit before participating in the bid process to ensure all fitting, fixtures etc. are checked and verified.
23. The bidder 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 @ 7% every month.
25. **Negotiation:** Negotiations will be held as per Haryana Govt. instructions/guidelines/CVC Guidelines.
26. The bidder can only quote the rate/bid for the full area/space.

- 27. Validity:** The validity of the offer of bidder will be 60 days from the last date of receipt of the tender.
- 28. Dispute:** If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this agreement (and whether before or after the termination on breach of this agreement) parties shall promptly and in good faith negotiate with a view to arrive at amicable resolution and settlement. In the event no amicable resolution and settlement is reached within a period of 15 days from the date on which the dispute or differences arose, such dispute or differences shall be referred to a mutually acceptable sole Arbitrator, or upon the failure of the parties to agree upon a sole Arbitrator, either party may get the appointment of Sole Arbitrator from the competent court of governing jurisdiction. The Arbitration proceedings shall be conducted as per the provision of the Arbitration and Conciliation Act and rules made thereunder. The fees and expenses shall be borne equally by both the parties. The existence of any dispute or differences or the initiation or continuation of the Arbitration proceeding shall not postpone or delay the performance by the parties of their respective obligation pursuant to this agreement. The outcome of the Arbitration shall be binding upon all the parties involved.
- 29.** The Contents of Tender Document shall be read as part of the contents of the agreement.
- 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 bidder / bidder with seal, date & complete address.

Mobile No: _____

E-mail: _____

FORMAT OF TECHNICAL BID

| Sr. No. | Particulars | |
|---------|--|--|
| 1. | Bidder MSME Name | |
| | Complete Address | |
| | E-mail Id Website, if any | |
| | Phone No(s)/Mobile No(s) | |
| 2. | 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) MSME registration certificate | |
| | 4) PAN Card/ TAN/ GST | |
| | 5) Bidder should not have been blacklisted by any State/ Central Government departments/ agencies or any other Public Sector undertaking as on the release date. | Self-undertaking on the letter head of the bidder duly signed and stamped. |
| | 6) Details of Bank account / IFSC code required for refund of Security | Name of bidder: _____ Account No. _____ IFSC code of the branch _____ Name of Bank _____ Address of Bank _____ |
| 3. | Brief description of the intended activity to be set up at the premise | |

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’

(To be submitted in a separate cover)

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

The rates should be quoted exclusive of GST / Service Tax in Rs. with rounding a figure to two decimal places in the following format.

Standard Design Units Complex:

| Standard unit no. | design | Rate quoted (in Rs. Per sq. feet per month) |
|-------------------|--------|--|
| Unit 1 | | |
| Unit 2 | | |
| Unit 7 | | |
| Unit 8 | | |

Note: The interested bidder can apply for a single unit or for multiple units also. In case bidder is applying for multiple units, the rate quoted should be mentioned against all the respective units applied for separately.

Signatures :

Seal/ Stamp :

Full Name of the authorized signatory :

Designation of the signatory :

Contact No. of signatory :

E-Mail ID of signatory :

**LEASE AGREEMENT FOR LEASING OUT OF STANDARD DESIGN UNITS 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 STANDARD DESIGN UNIT" 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 unit layout number(s) _____ 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 Standard Design Unit situated at _____ for an initial period of ten 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:

| Layout number(s) of standard design unit | Rent per month w.e.f. _____ | Rent per month w.e.f. _____ after increase @ 7% in 2nd year | Rent per month w.e.f. _____ after increase @ 7% in 3rd year | Rent per month w.e.f. _____ after increase @ 7% in 4th year | Rent per month w.e.f. _____ after increase @ 7% in 5th year |
|--|-----------------------------|---|---|---|---|
| | | | | | |

| | | | | |
|---|---|---|---|--|
| Rent per month w.e.f _____ after increase @ 7% in 6th year | Rent per month w.e.f _____ after increase @ 7% in 7th year | Rent per month w.e.f _____ after increase @ 7% in 8th year | Rent per month w.e.f _____ after increase @ 7% in 9th year | Rent per month w.e.f _____ after increase @ 7% in 10th year |
| | | | | |

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

- That after successful completion of ten years, the lease period can be further extended with the increase of 7% every year 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:

- 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.
- 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.
- To use the demised premise by the lessee as its own standard design unit, 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 to do business of food processing/ bakery/ confectionery/packaging/ instant traditional foods/ canning etc. related work 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 statutory 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 bidder.
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 standard design unit 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 standard design unit in

original condition. Any loss or damage to the standard design unit 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 ten 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 got en-cashed by Hafed besides action for eviction and monthly rent also will be increased by 7% 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 bidder can vacate/get vacated the standard design unit 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 @ 7% 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 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**

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this agreement (and whether before or after the termination on breach of this agreement) parties shall promptly and in good faith negotiate with a view to arrive at amicable resolution and settlement. In the event no amicable resolution and settlement is reached within a period of 15 days from the date on which the dispute or differences arose, such dispute or differences shall be referred to a mutually acceptable sole Arbitrator, or upon the failure of the parties to agree upon a sole Arbitrator, either party may get the appointment of Sole Arbitrator from the competent court of governing jurisdiction. The Arbitration proceedings shall be conducted as per the provision of the Arbitration and Conciliation Act and rules made thereunder. The fees and expenses shall be borne equally by both the parties. The existence of any dispute or differences or the initiation or continuation of the Arbitration proceeding shall not postpone or delay the performance by the parties of their respective obligation pursuant to this agreement. The outcome of the Arbitration shall be binding upon all the parties involved.

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

(_____)

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