



**THE HARYANA STATE COOPERATIVE SUPPLY AND  
MARKETING FEDERATION LIMITED**  
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)  
TEL: 0172-2590520, FAX: 0172- 2590711, 2590708  
E.Mail: [hafed@hry.gov.in](mailto:hafed@hry.gov.in) Website: [www.hafed.gov.in](http://www.hafed.gov.in)

**E-TENDER NOTICE**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites E-tender for leasing out the following Warehousing Complexes, at Delhi, Gurugram & Vashi, Navi Mumbai. Hafed intends to lease out of this total space for an initial lease period of 11 months, which may be extended up to 3 years with mutual consent.

**Warehousing Complexes:**

Sr. No.	Particulars	Area (in sq.ft.)
1	<b>Hafed Warehousing Complex, Delhi</b>	
	Hafed Warehousing Complex at Lawrance Road, Near Wazirpur Depot, Delhi (Basement)	22,073
	Hafed Warehousing Complex at Lawrance Road, Near Wazirpur Depot, Delhi (Ground Floor)	21,716
	Hafed Warehousing Complex at Lawrance Road, Near Wazirpur Depot, Delhi (First Floor)	18,673
2	<b>Hafed Warehousing Complex, Gurugram</b>	
	Hafed Warehousing Complex, New Anaj Mandi, Khandsa Road, Gurugram (Haryana) (Ground Floor)	53,372.30
	Hafed Warehousing Complex, New Anaj Mandi, Khandsa Road, Gurugram (Haryana) (Second Floor)	40,130.70
3	<b>Hafed Warehousing Complex, Navi Mumbai</b>	
	Hafed Warehousing Complex, Plot No.39, Sector-18, Vashi, Navi Mumbai (Ground Floor) (2100sq.ft. +425 sq.ft.+377 st.ft.)	2,902

**Note:** The party can apply for the full / part of the area / space on a floor.

The parties interested for taking on lease the above may submit their technical bid along with all supporting documents and the financial bid. The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <https://haryanaeprocurement.gov.in> or Hafed website [www.hafed.gov.in](http://www.hafed.gov.in). The period of downloading of tender document & bid submission starts from **03/08/2017 at 5:01 PM** upto **05:00 PM** on **17/08/2017** through e-procurement portal as mentioned above. The technical bid will be opened on **18/08/2017 at 02:00 PM** and financial bid will be opened on **18/08/2017 at 04:00 PM** at Hafed Corporate Office, Sector-5, Panchkula. The interested bidders must remit the requisite fees online on or before **16/08/2017** and deposit demand draft for EMD on or before **18/08/2017** upto **11:00 AM**.

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

**MANAGING DIRECTOR**

## Detailed Notice Inviting Tender

E-Tender is invited for leasing out the Hafed Warehousing Complex at Delhi, Gurugram & Vashi, Navi Mumbai 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 Complexes:

Sr. No.	Name of floor with area (in Sq. ft.)	EMD to be deposited.	Total security amount to be deposited before possession in addition to EMD which would also be converted in to security	Tender Document Fee and E services fees	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	<b>Hafed Warehousing Complex, Delhi</b>	Rs. 10/- per sq. ft.	Rs.60/- per sq. ft. in shape of Bank Guarantee	Rs. 500/-+ Rs. 1000/- =1500/-	3/8/2017 at 05:01 PM	16/8/2017 at 5:00 PM
	Basement	22,073				
	Ground Floor	21,716				
	First Floor	18,673				
	<b>Total</b>	<b>62,462</b>				
2.	<b>Hafed Warehousing Complex, Gurugram</b>	Rs. 10/- per sq. ft.	Rs.60/- per sq. ft. in shape of Bank Guarantee	Rs. 500/-+ Rs. 1000/- =1500/-	3/8/2017 at 05:01 PM	16/8/2017 at 5:00 PM
	Ground Floor	53,372.30				
	Second Floor	40,130.70				
	<b>Total</b>	<b>93,503.00</b>				
3.	Hafed Warehousing Complex, Plot No.39, Sector-18, Vashi, Navi Mumbai	Rs. 10/- per sq. ft.	Rs.60/- per sq. ft. in shape of Bank Guarantee	Rs. 500/-+ Rs. 1000/- =1500/-	3/8/2017 at 05:01 PM	16/8/2017 at 5:00 PM
	Ground Floor (2100 sq. ft. + 425 sq. ft. + 377 sq. ft.)	<b>2,902.00</b>				

**Note:** The party can apply for the full / part of the area / space on a floor.

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

## 1. **EMD / Security**

### **Warehousing Complexes:**

- i) The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking. The payment for Earnest Money (EMD) will have to be made through demand draft payable in favour of “**The Haryana State Co-operative Supply and Marketing Fed. Ltd.**” payable at any bank at Panchkula indicating its number, date of issue, name of bank, payable at and amount in the technical bid. The bidder will be eligible to submit the financial bid for the space, only for which the earnest money has been deposited by him. In case, he makes the financial bid for space more than for which EMD has been deposited, his financial bid shall be summarily rejected and will not be considered. If the intended bidder fails to pay EMD fee under the stipulated time frame, his technical and financial bids will stand rejected.
- ii) Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender.
- iii) In case of Warehousing Complexes the interested bidders must indicate **demand draft number, date of issue, name of bank, payable at and amount of EMD in the technical bid** at <https://haryanaeprocurement.gov.in>.

The interested bidders shall have to pay mandatory e-Service fee (under document fee – Non-refundable) of Rs. 1000/- (Rupee One Thousand Only) 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 tender document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

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

### Key Dates

Sr. No.	HAFED Stage	Party Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender	-	3/8/2017 10:00 AM	3/8/2017 05:00 PM
2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online Bid	3/8/2017 05:01 PM	16/8/2017 05:00 PM
3	-	Manual Submission of supporting documents of Technical Bid and demand draft for EMD	4/8/2017 09:00 AM	17/8/2017 11:00 AM
4	Opening of Technical Bid Envelope	-	18/8/2017 02:00 PM	18/8/2017 3.00 PM
5	Opening of Financial Bid	-	18/8/2017 04:00 PM	18/8/2017 05:00 PM

#### **Important Note:**

- 1) The Applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant/bidder fails 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) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/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 Applicant/Bidder Stage.

## **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 e-Procurement Portal:-**

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.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. Applicant's 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://haryanaeprocurement.gov.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://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

**M/s Nextenders (India) Pvt. Ltd.  
O/o DS&D Haryana,  
SCO – 09, IInd Floor,  
Sector – 16,  
Panchkula – 134108  
E-mail: [chandigarh@nextenders.com](mailto:chandigarh@nextenders.com)**

**Help Desk: 0172 – 2582008-09, 2618292 and 1800-180-2097 (Toll Free Number)**

**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).

**2.5** 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.

**2.6** 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.

**2.7** 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 Opening of an Electronic Payment Account:**

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

#### **4 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. A help file on system setup/Pre-requisite can be obtained from Nex Tenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

#### **5 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://haryanaeprocurement.gov.in>.

#### **6 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>

#### **7 Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. 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.

#### **8 Online Payment of Tender Document Fee & e-Service fee & Bid Preparation & Submission (PQQ/Technical & Commercial/Price Bid):**

##### **8.1 Online Payment of Tender Document Fee + e-Service fee:**

The online payment for Tender document fee and e-Service Fee can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts. In case of Warehousing Complexes the Payment for EMD shall however be made through Payees account demand drafts in favour of **“The Haryana State Co-operative Supply and Marketing Fed. Ltd.”** payable at any bank at Panchkula as mentioned in part 'A' of Detailed Notice Inviting Tender.

The secure electronic payments gateway is an online interface between contractors and Debit card/online payment authorization networks.

## **8.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:**

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) from **3/8/2017 (05:01 PM) to 17/8/2017 (05:00 PM)** and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) **Scanned copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/Technical Envelope:** The require 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 PQQ or Technical Envelope.
- (iii) **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:-**

**(A) *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://haryanaeprocurement.gov.in>.***

**(B) *For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.***

In the first instance, the online payment details of tender document fee+e-Service & PQQ/Technical Envelope shall be opened of those bidders who have deposited the requisite EMD as per detailed in part 'A' & part 'B' above. Henceforth financial bid quoted against each of the item by the shortlisted bidder/Agency wherever required shall be opened online in the presence of such bidders/Agency who either themselves or through their representatives choose to be present.

The bidder must submit their bids online as per the dates mentioned in the Schedule/Key Dates above.



## **Guideline for Online Payments at e-Procurement Portal of Government of Haryana**

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Bidder would have following options to make payment for tender document fee:

A. Debit Card

B. Net Banking

### **Operative Procedures for Bidder Payments**

#### **A) Debit Card**

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

#### **B) Net Banking**

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.

- (iii) Bidder clicks on “Continue” button
  - (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
  - (v) Bidder chooses his / her Bank
  - (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
  - (vii) Bidder enters his account credentials and confirms payment
  - (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
  - (ix) The page is automatically routed back to e-Procurement portal
  - (x) The status of the payment is displayed as “successful” in e-Procurement portal.
- The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

### **List of Net banking banks**

1. Allahabad Bank
2. Axis Bank
3. Bank of Bahrain and Kuwait
4. Bank of Baroda
5. Bank of India
6. Bank of Maharashtra
7. Canara Bank
8. City Union Bank
9. Central Bank of India
10. Catholic Syrian Bank
11. Corporation Bank
12. Deutsche Bank
13. Development Credit Bank
14. Dhanlaxmi Bank
15. Federal Bank
16. HDFC Bank
17. ICICI Bank
18. IDBI Bank
19. Indian Bank
20. Indian Overseas Bank

21. Indusind Bank
22. ING Vysya Bank
23. J and K Bank
24. Karnataka Bank
25. Kotak Mahindra Bank
26. Karur Vysys Bank
27. Punjab National Bank
28. Oriental Bank of Commerce
29. South Indian Bank
30. Standard Chartered Bank
31. State Bank Of Bikaner and Jaipur
32. State Bank of Hyderabad
33. State Bank of India
34. State Bank of Mysore
35. State Bank of Travencore
36. State Bank Of Patiala
37. Tamilnad Mercantile Bank
38. Union Bank of India
39. United Bank of India
40. Vijaya Bank
41. Yes Bank

## TERMS AND CONDITIONS FOR THE E-TENDER

- 1 **Price of the Tender documents:** The tenderer shall have to deposit an amount of Rs. 500/-.
- 2 **Sale of Tender:** Sale of Tender shall start on **3/8/2017** at **5:01 PM** and close on **16/8/2017** at **5:00 PM**.
- 3 **Opening of Tender:** Technical bids shall be opened on **18/8/2017** at **2:00 PM** and the Financial Bids of the tenderer who qualify in the Technical Bids shall be opened on **18/8/2017** at **04.00 PM**. These Bids shall be opened at Hafed Head Office, Panchkula in the presence of the tenderer who may wish to be present.

**4(i) Earnest Money:**

The tenderer shall pay to The Haryana State Co-operative Supply & Marketing Federation Ltd., Panchkula an amount of Rs.10/- per sq. ft. of the space/area required as Earnest money for the due performance of stipulations to keep the offer open. The payment for Earnest Money (EMD) will have to be made through demand draft payable in favour of "The Haryana State Co-operative Supply and Marketing Fed. Ltd., Payable at any bank of Panchkula" indicating its number, date of issue, name of bank, payable at and amount in the technical bid. Demand drafts will be submitted in the Warehousing Division latest by 3 Hours prior to the time of opening of the technical bids under proper receipt from the AGM (Acctts) (Warehouse). The bidder will be eligible to submit the financial bid for the area/space, only for which the earnest money has been deposited by him. In case, he makes the financial bid for area/space more than for which EMD has been deposited, his financial bid shall be summarily rejected and will not be considered. If the intended bidder fails to pay EMD fee under the stipulated time frame, his technical and financial bids will stand rejected. If the tenderer 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 Co-operative Supply & Marketing Federation Ltd., Panchkula, then the same will be rejected and the earnest money will be forfeited. Subject as aforesaid, the Earnest money of all unsuccessful Tenderer will be refunded after finalization of the tenders but the HAFED shall not be liable to pay any interest thereon.

#### **4(ii) Security**

The Earnest Money of the successful tenderer will be treated as Security, on which no interest shall be paid. In addition to the above, the successful tenderer 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 @ Rs. 60/- per sq. ft. as mentioned in part 'A' for a period of 17 months (lease period + 6 months) and security mentioned against each property part 'B' in the shape of bank draft in favour of The Haryana State Cooperative Supply & Marketing Federation Ltd. payable at Panchkula / Chandigarh. The security shall be refunded to the party only after the successful completion of lease period.

5. In case the party fails to vacate the premises 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 and the monthly rent will also be increased by 7% after every 11 months on compounded basis.
6. The lease period shall start from the date of allotment letter / allocation of space to the party.
7. The party shall execute a registered rent/ lease agreement with Hafed within a period of one month from the date of issue of acceptance letter by Hafed to the successful tenderer and all the expenses for the execution of rent lease agreement shall be borne by the party.
8. The lease deed will be got registered by the lessee at its own cost.
9. The rent shall be charged from the party on monthly basis.
10. The monthly rent shall be increased by 7% after every 11 months on compounding basis.
11. The lease period shall be initially for 11 months, which can be further extended 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 and conditions.
12. 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.

13. 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.
14. Other charges like electricity, water, telephone and insurance charges etc. shall be borne by the party itself.
15. The property tax of the warehouse, if any, shall be paid by Hafed. However all other statutory taxes shall be borne by the party.
16. The service tax, as applicable, will be paid by the party.
17. 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.
18. The lessee shall be responsible for obtaining all licenses/ all consents from the authorities for warehouse purpose.
19. 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.
20. 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.
21. The party shall not use the premises for any unauthorized / illegal business.
22. 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.
23. 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.
24. **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.

25. The party can quote the rate/bid for the full/part of the area/space on a floor in case of Warehousing Complexes only.
26. The validity of the offer of tenderer will be 60 days from the last date of receipt of the tender.
27. The Managing Director Hafed reserves the right to accept/reject any/all the bids without assigning any reason.
28. 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.
29. 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	D.D. No..... 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	
	2) Balance sheet for the last 3 years (in case of Warehousing Complex)	
	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’  
(To be submitted in a separate cover)**

**(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 as well in words in the following format. There should be no cutting/ overwriting in the Financial bid.

**Warehousing Complexes:**

Sr. No.	Particulars	Area (in sq. ft.)	Area required (in sq. ft.)	Rate quoted (in Rs. Per sq. ft. per month)
1.	<b>Hafed Warehousing Complex, Delhi</b>			
	Basement	22,073		
	Ground Floor	21,716		
	First Floor	18,673		
2.	<b>Hafed Warehousing Complex, Gurugram</b>			
	Ground Floor	53,372.30		
	Second Floor	40,130.70		
3.	Hafed Warehousing Complex, Plot No.39, Sector-18, Vashi, Navi Mumbai			
	Ground Floor (2100 sq.ft.+425 sq.ft.+377sq.ft.)	2,902		

**Note:** The party can apply for the full / part of the area / space on a floor.

Signatures : .....

Seal/ Stamp : .....

Full Name of the authorized signatory : .....

Designation of the signatory : .....

Contact No. of signatory : .....

E-Mail ID of signatory : .....

**LEASE AGREEMENT**

This lease agreement is made and executed at \_\_\_\_\_ on \_\_\_\_\_ this day of \_\_\_\_\_, 2017 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.ft. 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 and the lessee hereby agree to take on Lease Hafed Warehouse situated at ----- for an initial period of 11 months 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.

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

## **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 7<sup>th</sup> 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 premises by the lessee as its warehouse and shall in no case whatsoever sub-let, assign or otherwise part with possession of a part or whole of the premises hereby demised and also not to avail the loan facility by way of mortgage / pledge of the above premises against the lease from any person, bank, financial institution under any circumstances. However, The Lessee shall be free to do business of warehousing, Cold Storage / Logistics / Transport / C&F work and allied service like grading, sorting, mechanized packing of staples /agro products etc. for their various customers. The Lessee 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 Lessee.
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 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. \_\_\_\_\_ towards security with Hafed. No interest will be paid by Hafed on the security deposit. The same shall be refunded after the successful completion of the Lease Agreement upto \_\_\_\_\_. In case the lessee fails to vacate the premises after the lease period, security amount of Rs. \_\_\_\_\_ will stand forfeited besides action for eviction and monthly rent also will be increased by 7% per month on compounded 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 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 party can vacate /get vacated the warehouse by giving a 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 / 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 parties 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 parties agree to get this lease agreement registered, expenses of which will be borne by lessee.

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

WITNESS

1. LESSOR

2. LESSEE