

**THE HARYANA STATE AGRICULTURAL MARKETING BOARD,  
C-6, Sector-6, PANCHKULA**

**NOTICE INVITING TENDERS**

Sealed tenders valid for 90 days are hereby invited for leasing out the Pack House-cum-Cold Stores constructed at Rohtak, Karnal, Beri (Jhajjar), Abubshahar (Dabwali), Pehowa (Kurukshetra) and Shahabad. The interested agencies shall tender their lease rates after inspecting the Cold Store-cum-Pack House on “AS IS WHERE IS” basis. The tenders will be received on or before **02.11.2017 at 1.00 PM** and shall be opened on **02.11.2017 at 3.30 PM** in the Seminar Room, C-6, Sector-6, Panchkula in the presence of the tendering agencies or their authorized representatives who may like to be present at the time of opening of tenders. The prescribed Tender Forms may be obtained on Cash Payment of Rs.1000/- from the office of the Chief Marketing Enforcement Officer, C-6, Sector-6, Panchkula on any working day. The Tender Notice along with detail of facilities and terms & conditions may be seen on the website of the HSAMB at [www.hsamb.gov.in](http://www.hsamb.gov.in).

Facilities provided in Cold Store-cum-Pack Houses by HSAMB

S. No.	Name of station with district	Commodity	Pre-cooling capacity in M.T	Cold storage capacity in M.T	Ripening Chamber capacity in M.T	Approx. Size of Cold store-cum- Pack house (in meters)		Earnest Money
1	Rohtak	Fruits & Vegetables	10	50	50	30x30	-	Rs.50,000/-
2	Beri (Jhajjar)	Onion	2500 MT Storage					Rs.50,000/-
3	Abubshahar (Sirsa)	Kinnow	10	100	-	30x30	Kinnow Grading Line	Rs.50,000/-
4	Pehowa (Kurukshetra)	Fruits & Vegetables	5	25	20	22x37	-	Rs.50,000/-
5	Shahabad	Fruits & Vegetables	05	25	20	30x30	-	Rs.50,000/-
		Potato						
6	Karnal	Fruits & Vegetables	10	100	30	30x30	-	Rs.50,000/-

**Chief Marketing Enforcement Officer  
Haryana State Agricultural Marketing Board,  
Panchkula**

### **Terms and conditions:**

1. The detailed terms and conditions have been given in the Tender Form.
2. If the prescribed date happens to be a holiday, then the next working day shall be treated as the date of opening of tenders.
3. The earnest money of Rs. 50,000/- (Rupees Fifty Thousand only) should be deposited in the shape of demand draft in favour of “Haryana Marketing Development Fund” payable at Panchkula, for participation in the tender process. **The agencies who have already deposited the Earnest Money in the tender opened on 20.9.2017 need not deposit the EMD again, if applying for the same location.**
4. Telegraphic/ambiguous tender involving time and financial implication shall not be accepted.
5. The sale of tender form will be stopped at 12.00 PM on the date of opening of the tenders.
6. The agencies should provide his e-mail ID, proof of office address & residential address, residence phone number & his personal mobile number and copy of documents showing their technical and financial status.
7. Immediately within 15 days from the date of leasing out the Cold store-cum-Pack House, the agency will seek Licence under Section 10 of the Haryana Agricultural Produce markets Act, 1961 for ‘Whole Sale’ from the concerned Secretary-cum-Executive Officer, Market Committee.
8. The lease period shall be for a period of three years from the execution of the agreement, which is extendable for another period subject to the satisfactory performance of the agency. However, the agreement can be terminated at any time after serving a prior notice of two months by either sides OR payment equivalent to two months lease in lieu of notice period. The Lease money shall be increased equivalent to five percent of the original lease amount every year.
9. The agency shall also be responsible for timely payment of all the running charges like electricity bills and other public utilities, under intimation to the Lessor. The other consumables items such as diesel for generator set and water charges etc. shall be borne by the agency for running the facility timely.

**Chief Marketing Enforcement Officer  
Haryana State Agricultural Marketing Board  
Panchkula**

## TENDER FORM

<b>Last date for tendering rates:</b>	<b>On or before 02.11.2017 (before 1.00 P.M.)</b>
<b>Closing date &amp; time for sale of tender form:</b>	<b>02.11.2017 at 12.00 PM</b>
<b>Date and time of opening the tenders:</b>	<b>02.11.2017 at 3.30 PM</b>
<b>Cost of Tender Form:</b>	<b>Rs.1000/-</b>
<b>Earnest Money:</b>	<b>Rs.50,000/-for each Pack House cum-Cold Store.</b>
<b>Venue of opening the tenders:</b>	<b>Mandi Bhawan, C-6, Sector-6, Panchkula</b>

The utility services of parking place, power backup, water supply, sanitation etc. have been provided in each Cold store-cum-Pack Houses on “AS IS WHERE IS” basis.

A detail of facilities provided in Cold Store-cum-Pack Houses by HSAMB is as under:-

S. No.	Name of station with district	Commodity	Pre-cooling capacity in M.T	Cold storage capacity in M.T	Ripening Chamber capacity in M.T	Approx. Size of Cold store-cum-Pack house (in meters)	Earnest Money	Rates to be quoted by the agency per year (Excluding Taxes)	
1	Rohtak	Fruits & Vegetable	10	50	50	30x30 -	Rs.50,000/-		
2	Beri (Jhajjar)	Onion	2500 MT Storage					Rs.50,000/-	
3	Abubshahar (Sirsa)	Kinnow	10	100	-	30x30 Kinnow Grading Line	Rs.50,000/-		
4	Pehowa (Kurukshetra)	Fruits & Vegetable	5	25	20	22x37 -	Rs.50,000/-		
5	Shahabad	Fruits & Vegetable Potato	05	25	20	30x30 -	Rs.50,000/-		
			1250 MT in Gunny Bags and 1750 MT in Bin Storage.						
6	Karnal	Fruits & Vegetable	10	100	30	30x30 -	Rs.50,000/-		

Other terms and condition shall be as under:-

1. The Pack House-cum-Cold Store facility shall be used by the Agency for the purpose to facilitate the farmers, traders, companies and public at large for grading, packing, pre cooling, storage and ripening of the Horticultural/Agricultural produces. The Agency shall not deviate from the purpose and shall not use it for any other purpose.
2. The lease period shall be for a period of 3 years from the execution of this agreement, which is extendable for another period subject to the satisfactory performance of the Agency. However, the agreement can be terminated at any time after serving a prior notice of two months by either sides or payment equivalent to two months lease in lieu of notice period.
3. The Lease money shall be increased equivalent to five percent of the lease amount every year. The lease money shall be payable by 7<sup>th</sup> of each month. In case of failure, simple interest @15% per annum along with penalty equivalent to 10% of the lease money+ interest per month shall be charged. The HSAM Board shall also be entitled to get the premises vacated at any time if payment is delayed by two months.
4. The Agency shall not sub-let the facility and in case its sublet, the agreement shall automatically stands terminated without giving an opportunity.
5. The Agency shall furnish a bank guarantee renewable on yearly basis equal to the lease amount of nine months or cash security equal to nine months lease amount of the Pack House cum Cold Store at the time of signing of the lease agreement. The bank guarantee/cash security shall be released within three months after satisfactory completion of lease period. In case of pending financial liability on behalf of the Agency, the HSAM Board shall meet out the said liability out of the bank guarantee.
6. The possession of the Pack House-cum-Cold Store shall be offered in writing within a week time after acceptance of the rates of the agency. The Agency shall take over the complete lease area along with facilities and equipments provided in the Pack House-cum-Cold Store within a week's time in the presence of concerned Agribusiness Manager. The concerned Secretary-cum-Executive Officer, Market Committee shall hand over the possession to the Agency in writing.
7. The Agency shall be responsible for timely payment of all the running charges like electricity bills (which includes metering / line charges etc. whatever are applicable) and other public utilities, under intimation to the concerned Secretary-cum-Executive Officer, Market Committee and the Agribusiness Manager concerned. The other consumables items such as diesel for generator set and water charges etc. shall be borne by the Agency for running the facility. In case of non-payment, the HSAM Board shall be entitled to clear all such dues on behalf of Agency at any time and to recover the same from Agency.
8. Annual Maintenance Contract and operation of the facilities like cold rooms, ripening chambers, pre coolers and grading & packing lines shall be carried out by the Agency at his own cost.
9. In case of non-functioning of any type of plant and machinery, the Agency shall be fully responsible for any loss accrued to the clients, who have stored their agricultural/horticultural produce in the cold rooms, ripening chambers and pre-coolers and the material brought/booked for grading and

packing. In such cases, the Agency shall also notify to their clients about the defects and shall make all settlement regarding the material brought for pre-cooling, storage, ripening and grading & packing etc.

**10.** The maintenance and operation of the complete facilities provided in the Pack House-cum-Cold Store shall be carried out by the Agency at his own level and all such costs shall be borne by the Agency for the next years. However, the Agency shall be bound to get repair/ replacement of equipments as per terms and conditions of the guarantee/warranty provided by the manufacturer/ supplier. The minor defects shall be removed within 24 hours and major defects within 72 hours so that services are not affected. If the repair is not carried out timely by the Agency, then HSAM Board shall be free to carry out the repair at Agency's cost.

**11.** The Agency shall appoint the maintenance agency with the approval of HSAM Board. Such maintenance agency shall get approval from authorized personnel of HSAM Board, for the material to be replaced, so as to maintain the specifications.

**12.** The Agency shall employ expert manpower with appropriate qualification/knowledge regarding operation of refrigeration machinery and other equipments/machinery. The credential of the employed manpower/operator shall be examined by the HSAM Board from time to time and by special checking.

**13.** Comprehensive insurance cover shall be arranged by the Agency at his own cost of full value of the building structure (excluding land cost) and machinery installed therein within 15 working days from date of execution of the agreement. The insurance cover should not be less than the capital value as assessed and approved by the Valuer of the company.

**14.** The Agency shall be liable to rectify the loss or damage suffered by the HSAM Board as a result of the acts or omissions, negligence or otherwise of the Agency while carrying out the activities at the premises of Cold store-cum-Pack House. In case of failure, the said damages shall be got rectified and adjusted from the security deposits/ Bank guarantees and may further recover such losses from the Agency by the process of law.

**15.** In peculiar circumstances, the parties can amend/delete/add any condition in the lease agreement by mutual consent. However, such amendment shall be effective from the date of such amendment made in writing and signed by the authorized representatives of both parties hereto.

**16.** If the Agency breaches any terms & conditions of the agreement, HSAM Board may send a 30 days written notice to Agency to rectify such breach within the time limit of the notice. In the event, Agency fails to rectify such breach within the stipulated time, the lease agreement shall forthwith stand terminated and Agency shall be liable to pay for losses or damages on account of such breach. Under such circumstances, security/Bank guarantees shall stand forfeited.

**17.** Notwithstanding the clauses of the agreement, the HSAM Board can terminate this lease agreement by giving 15 days notice of termination of this lease agreement to the Agency, when there is a major default such as Agency becomes insolvent, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors or the Agency failed to

comply with its statutory obligations. In such cases, all type of security deposits/ Bank guarantees shall be forfeited by the HSAM Board by giving 15 days notice.

18. (a) In the event of any dispute related to the interpretation of rights or Liabilities arising out of this deed, the same shall, at first instance, be amicably settled between the parties.
- (b) The arbitration and reconciliation Act 1996 shall be applicable in case of non settlement of the issues. All disputes shall be resolved through sole Arbitrator who shall be an officer of HSAM Board to be appointed by the Chief Administrator, HSAM Board on application of any party within a period of 30 days from cause of action and the decision of the arbitrator shall be binding on both the parties.
- (c) All disputes arising out of the lease agreement shall be subject to the jurisdiction of the competent Court having jurisdiction upon
- (d) The Chief Administrator shall have the right to replace the Arbitrator, if he thinks fit, on the application of any party or on his retirement/transfer from HSAM Board.

**19. Additional conditions:**

- (i) The Agency shall provide the services on first come first serve basis to the user of the facility like farmers, traders and companies etc.
- (ii) The Agency shall maintain the daily registers of material graded/stored/ dispatched along with the identity of the owners.
- (iii) All the Taxes, cess/Levies etc. as applicable from time to time, if any, shall be payable by the Agency. The income tax, Service tax, labour levies and other tax shall be payable by the Agency. The Agency shall ensure the compliance of the statutory provisions as well as Government instructions issued from time to time.
- (iv) That the concerned Agribusiness Manager or any other Officer of HSAM Board, authorized in this behalf, shall have the right and liberty to carry out inspection at the lease area. The concerned Agribusiness Manager shall be the operational In- charge of the facility.
- (v) The concerned Agribusiness Manager shall be provided adequate sitting area at the facility by the Agency on permanent basis.
- (vi) The Sub-letting of the facility shall not be allowed without written consent of the HSAM Board.
- (vii) Minor internal additions and alterations in the existing structure may be allowed to the Agency to conduct the business with prior approval of the HSAM Board.
- (viii) The Agency shall be responsible for the up-keeping of sewerage, drainage, water supply, electricity, cable, electrical sub- station, generator sets and other items. The Agency shall not cause or suffer any damage to the same, subject to normal wear and tear. In case of any defect in the said services/equipments, the Agency shall remove this defect(s) at his own expense. All running expenditure like water, electricity, diesel, wax etc. shall be borne by the Agency

(ix) The Agency shall abide by safety and maintenance system as defined for the purpose of safety and maintenance of machinery and equipments etc.

(x) The Agency shall hand over the complete facility in good running condition to the concerned Secretary-cum-Executive Officer, Market Committee in the presence of the concerned Agribusiness Manager after the completion of the lease period.

(xi) The facility has water and power connection along with appropriate power back-up. The Agency shall keep these essential facilities operational at all times for smooth operations.

(xii) The Market Fees and other charges will be charged as per law in force.

(xiii) The electricity load at Pack House cum Cold Store can be increased or decreased by the Agency as per requirement after prior approval of HSAM Board.

**20. FORCE MAJURE-** If either party is unable to perform any of its obligations under this Deed because of circumstances beyond the reasonable control of the party, such as an act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any Governmental authority, epidemic, destruction of production facilities, insurrection, (a "Force Majeure Event") the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably practicable to resume performance. Upon receipt of such notice, all obligations under this Deed shall be immediately suspended for the period of such Force Majeure Event. If the period of non performance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may terminate this Deed.

**21.** The security deposits/Bank Guarantees shall be refunded within three months from the date of termination of the agreement/after the satisfactory completion of the agreement and clearance of dues.

**Chief Marketing Enforcement Officer  
Haryana State Agricultural Marketing Board,  
Panchkula**