

**Expression of Interest for Leasing of Wayside Amenities at Ghatta,  
Near Chauntra, Jogindernagar District Mandi, HP.**

**HIMACHAL PRADESH TOURISM DEVELOPMENT CORPORATION  
MARKETING OFFICE, KOTWALI BAZAR DHARAMSHALA  
Tel. No.(01892) 222395 E. mail. [dharamshala@hptdc.in](mailto:dharamshala@hptdc.in)**

**PAPERS TO BE GIVEN AS TENDER DOCUMENT WITH EACH TENDER**

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**Signature of the Bidder  
With Seal and Date.**



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**NOTICE INVITING EXPRESSION OF INTEREST**

Expression of interest is invited to run, maintain, operate and to provide facilities to the commuters for promotion of tourism in Himachal Pradesh. The offer is invited for renting out following wayside amenities on the prescribed form which is available on the Corporation official website [www.hptdc.nic.in](http://www.hptdc.nic.in):

1. Wayside Amenity at Ghatta, Near Chauntra, Jogindernagar District Mandi, HP.

The property/ building/ complex is located at prime locations on main highways, easily accessible to the visitors/ tourists. The place can attract good number of daily footfall of customers and offers ample opportunities of the business. The tender document containing bid complete in all respects should reach in the office of the Asstt. General Manager, HP. Tourism Development Corporation, Marketing Office, Kotwali Bazar Dharamshala, Distt. Kangra H.P. on or before **03/11/2020** by **11:00 A.M.**, which will be opened on the same day at **11.30 A.M.** in the presence of the tenderers or their representatives who may like to be present at that time. The interested parties fulfilling the requisite terms & conditions should quote their maximum (highest bid) rates along with earnest money as given in the tender document mentioning the name of tenderer on the envelop.

The Asstt. General Manager, HP. Tourism Development Corporation, Marketing Office, Kotwali Bazar Dharamshala, Distt. Kangra H. P. reserves the right to reject all or any of the tenders without assigning any reason thereof. The Tenders, which are conditional/ incomplete/ belated/ without earnest money, will not be entertained.

**Asstt. GENERAL MANAGER**

## HIMACHAL PRADESH TOURISM DEVELOPMENT CORPORATION

Tender is being called for leasing out of the wayside amenity to individual/ firm/ company for operation, maintenance and management on lease basis for a period of 5 years which can be extended to further 5 years on mutual consent of both parties. The selected agency will be responsible for furnishing, renovation, operation, management and maintenance of these properties.

Sr. No.	Name of property	Plot Area Sq. mtrs	Built up Area Sq. mtrs	Cost of Form	Accommodation	Reserve Price
1.	Wayside Amenity at Ghatta, Near Chauntra, Jogindernagar District Mandi, HP.	850.00 (As per drawing provided)	230.08	Rs. 1000/-	Restaurant. TIC, Café Area, Kitchen, Caretakers Room with toilet & Kitchen, Toilet Block (Ladies and gents at basement_1) open space at basement_2.	Rs. 28500/- Per Month

The property/ building/ complex are located at prime location on main highway, easily accessible to the visitors/ tourists. This place can attract good number of daily footfall of customers and offers ample opportunities of the business. The property will be required to be used for running Tourist Information Offices and providing food and beverage (Non Alcoholic) services to the tourists/ general public. All the bidders are required to provide the following information for consideration of their bids:-

### **Technical Criteria/ Bid :**

1. Area of business interest (Please enclose profile of the concern company).
2. Detail (Not more than three pages) as to how and for what type of services shall be provided in the property.
3. Should have minimum average annual turnover of Rs 20.00 lacs during last three years in case of bidder having experience in business. (Please submit audited/ certified financial statements of last three financial years).
4. Income Tax Return for the last three years 2016-17, 2017-18 and 2018-19 for bidders having experience in business.

5. The tender can be given to unemployed persons qualified in tourism or management.
6. Professional qualification in hospitality sector or experience of working hospitality sector or experience in tourism related business/ activity.
7. Tourism related experience, if any (Certified copies to be attached).
8. Any other information/proposal you may think is important to be included in your proposal.

**Financial Bid :**

9. The bidder shall quote the annual lease rent to be paid to the Corporation, which will be enhanced @ 10% every year.
10. Interested persons may see the site before sending the offer.
11. Separate bid be submitted for each location.

The offer in sealed envelop comprising two separate envelop containing Technical and financial bid must be submitted to **The Asstt. General Manager, HP. Tourism Development Corporation, Marketing Office, Kotwali Bazar Dharamshala, Distt. Kangra H. P. The last date of submission of offer is 03/11/2020 up to 11:00 AM which shall be opened on same day at 11.30 AM.** The sealed envelope should clearly indicate EOI for Management Contract of **Wayside Amenity at Ghatta, Near Chauntra, Jogindernagar District Mandi, HP.**

(Name and address of property) on the cover.

The Corporation reserves the right to accept or reject any or all the proposals at any stage without assigning any reasons whatsoever.

**For information please contact:-**

Asstt. General Manager,  
HP. Tourism Development Corporation,  
Marketing Office, Kotwali Bazar  
Dharamshala, Distt. Kangra H. P.176215

**Telephone: 01892-222395**  
**E-mail: [dharamshala@hptdc.in](mailto:dharamshala@hptdc.in)**



**ANNEXURE-‘A’**

**HIMACHAL PRADESH TOURISM DEVELOPMENT CORPORATION  
MARKETING OFFICE, KOTWALI BAZAR DHARAMSHALA  
Tel. No.(01892) 222395 E. mail. [dharamshala@hptdc.in](mailto:dharamshala@hptdc.in)**

**Terms & Conditions:**

1	The tenderers shall furnish the offers in a sealed envelop clearly mentioning <b>“Tender for Renting out <u>Wayside Amenity at Ghatta, Near Chauntra, Jogindernagar District Mandi, HP ( Name and address of property”</u></b> accompanied by earnest money deposit (EMD) and tender fee as mentioned in the tender document, in the shape of bank draft <b>in favour of HP. Tourism Development Corporation Ltd., Dharamshala payable at Dharamshala.</b> The envelopes containing the tender shall be properly sealed.
2	The tender should reach by specific date & time alongwith the requisite amount of earnest money. The tenders without earnest money will not be entertained and shall be rejected straightway. The rates should be quoted in figures as well as in words.
3	The bidder can be a person, trust, partnership firm, registered co-operative society, private limited company or a public limited company registered in India.
4.	The bidder should be legally competent to enter into contract as per prevailing laws and shall submit a certified copy of registration.
5.	Bidder can apply for one or more properties. However, separate tender, EMD and tender fee is required for each property.
6	Only the bidders meeting following conditions will be considered pre-qualified/ eligible for the tender. <ul style="list-style-type: none"><li>• A Minimum average annual turnover of Rs. 20.00 lacs in the last three years for bidders having experience in business.</li></ul> OR <ul style="list-style-type: none"><li>• Professional qualification in hospitality sector or experience of working hospitality sector or experience in tourism related business/ activity/</li></ul>

	unemployed but qualified in tourism management.
7	<p>It would be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:</p> <ul style="list-style-type: none"> <li>a. The requirements and other information set forth in this tender document</li> <li>b. The various aspects of the project including, but not limited to the following: <ul style="list-style-type: none"> <li>i) the actual Site, existing facilities, structures, access roads and utilities in the vicinity of the proposed Site,</li> <li>ii) other matters that might affect the Bidder's performance under the terms and conditions of this tender, including all risks, costs, liabilities and contingencies associated with the tender, and</li> <li>iii) It shall be given on lease rent on "as is where is basis". The first party shall have every right to inspect the property at any time and the second party shall have no objection to do so.</li> </ul> </li> </ul> <p>HPTDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above clauses. Proposals that are not substantively responsive to the requirements of this tender document will be rejected.</p>
8	The bidder shall pay rent in <b>half yearly advance installments</b> by the issuing multi city postdated cheques in favour of HPTDC on account of payment of future installments of rent of the property (ies).
9	There will be an increase of 10% on the rent on completion of every year.
10	Tender of only those parties will be considered who quote their rates as per

	our NIT terms and condition. Tenders not conforming to our NIT are liable to be rejected.
11	<b>The EMD of successful tenderer will be converted into security till the validity of contract and will be refunded after the expiry of the rate contract, provided no complaint regarding their obligation is pending. The EMD of unsuccessful tenderer will be returned after completion of tender process.</b>
12	<b>GST, PAN, VAT and Service tax registration certificate be attached.</b>
13	If the tenders opening day happens to be holiday, the same will be accepted and opened on the next working day.
14	The attempt on the part of the tenderer, to negotiate directly or indirectly, with the authority to whom the tender is being submitted or with the tender accepting authority, before the finalization of tenders, will make tenderer liable for exclusion from the consideration of his/her tender.
15	<b>The Asstt. GENERAL MANAGER, HPTDC, reserves the right to reject all or any tender without assigning any reason whatsoever.</b>
16	Any dispute, arising out of this contract will be under the jurisdiction of Dharamshala Court.
17	The competence and capability of the Bidders, who meet the minimum eligibility criteria mentioned in this tender document proposed to be established through the following two parameters; (i) Technical Capability (ii) Financial Capability
18	<b>Technical Capability Criteria</b> i) Professional qualification in hospitality sector or experience of working hospitality sector or experience in tourism related business/ activity., OR ii) Minimum average annual turnover of Rs. 20.00 lacs per annum in last

	three years for bidders having experience in business.
19	<p><b>Financial Capability Criteria</b></p> <p>The financial Bid titled as “Financial Bid for <u>Wayside Amenity at Ghatta, Near Chauntra, Jogindernagar District Mandi, HP</u> (name of property) shall be submitted as per enclosed Annexure-‘B’. The tender shall be decided on highest lease rent per annum basis. The bidders need to provide details of its turnover for the last three years.</p>
20	If a firm wishes to bid for the tender through one of its subsidiary, the technical experience & financial capability of the parent firm could be evaluated for the purpose of pre-qualification. However, in this case, the minimum shareholding of the parent firm should be 51% in the subsidiary.
21	The Bidder must submit audited annual reports of the last 3 (three) years.
22	<p><b>Earnest Money Deposit</b></p> <p>A refundable Earnest Money Deposit (EMD) of <b><u>Rs. 20,000/- for each location/property ( Rupees twenty thousand only)</u></b> in favour of “Himachal Pradesh Tourism Development Corporation Ltd., Dharamshala” shall be submitted alongwith the Technical Proposal.</p> <ul style="list-style-type: none"> <li>• The Earnest Money Deposit shall be payable in shape of Demand Draft drawn on a nationalized bank or any scheduled bank acceptable to HPTDC and payable at Dharamshala, in favour of HPTDC.</li> <li>• The EMD of unsuccessful bidders shall be returned within 60 (sixty) days of the Proposal Submission Date.</li> </ul> <p>No interest shall be payable on the EMD amount by HPTDC.</p>
23	<p><b><u>Performance Security:</u></b> The successful bidder shall submit the performance security valid till the expiry of the contract for an amount of <b>Rs.5.00 lacs</b> for each location/property in the shape of unconditional/irrevocable Bank Guarantee issued by a scheduled bank of the country in favour of Asstt. General Manager, HPTDC, payable at Dharamshala.</p> <p>The annual lease rent shall be paid in half yearly installment in advance by 7<sup>th</sup> of the month of 1<sup>st</sup> and 2<sup>nd</sup> half.</p> <p>No conditional bid shall be accepted.</p> <p>In case of breach of any of the condition of the agreement, the Corporation reserves the right to forfeit this performance security and formulate the contract.</p>



24	<p><b>Proposal Preparation Cost</b></p> <p>The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation and its participation in the bidding process. HPTDC will not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.</p>
25	<p><b>Validity of Offer</b></p> <p>The proposal shall remain valid for a period of one hundred eighty (180) days from the due date of submission) (Offer Validity Period). HPTDC reserves the right to reject any proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of HPTDC.</p>
26	<p><b>Right to Reject Tenders</b></p> <p>HPTDC reserves the right to accept/reject any/all bids including the highest bid or withdraw the site of the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon HPTDC.</p>
27	<p><b>Misrepresentation/ Fraud/ Breach of Terms &amp; Conditions</b></p> <p>If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has committed misrepresentation or fraud or has violated any of the terms of this bid, the bid/ lease contract will be cancelled by the HPTDC. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.</p>
28	<p><b>On expiry or prior termination of the Agreement</b>, the bidder shall hand over the peaceful, physical and vacant possession of the premises to the HPTDC and on its failure to do so, the first party shall be entitled to enter the premises and take over the possession of the premises. The possession of the premises shall be handed/ taken over <b>on as is where basis free from all encumbrances is is</b> and the bidder shall not be entitled to any compensation therefor. The bidder shall not be entitled to any refund or compensation or refund of the premium paid, on account of termination of the Agreement prior to the term of lease period for any reason, whatsoever.</p>

29	Payment of water, electricity bills and any other Govt. (Centre/State) taxes including GST, as applicable from time to time will be borne by the bidder.
30	Any alterations or modifications to the existing structure shall be done by the bidder only after taking written approval from HPTDC and any other authority whose approval may be required for this purpose.
31	The properties will be rented out to the party concerned on <b>as is where is basis.</b>
32	The bidder will indemnify HPTDC for any claim arising out of any cause attributable to any act of omission &/ or commission or any negligence or deficiency on the part of bidder.
33	Both the parties shall have the option to terminate the agreement by giving three months' notice on either side.
34	If it is found that the property has been obtained by suppression of any fact or misstatement/ misrepresentation or fraud, HPTDC shall have unconditional right to take back the property and the facility thereon alongwith the fixtures put in by the second party without any compensation, whatsoever, including refund of the Agreement premium paid till the date of termination.
35	The bidder shall not assign, transfer or sublet the premises or any part thereof to any person without the prior consent in writing of HPTDC nor put it to any use which is in contradiction to the proposal submitted at time of bidding unless allowed to specifically by HPTDC and any other authority required for promotion of tourism.
36	On the expiry of the Agreement period, the above premises shall revert to HPTDC free of cost and free from encumbrances.
37	The bidder shall maintain the leased out property in neat and clean manner. The HPTDC will be authorized to inspect the property without giving any

	prior notice and issue instructions to keep property in perfect shape and condition. The bidder will be required to follow instructions issued by HPTDC from time to time.
38	The bidder shall from time to time pay and discharge all rates, taxes, charges, Provident fund of employees, statutory dues and assessments of every description, whether imposed by the Centre/ State Govt. which are now or may at any time hereafter during the continuance of this Agreement be assessed, charged or imposed upon property rented out.
39	Event of circumstance to the extent not caused by the default of HPTDC shall be considered for the purpose of this Agreement as event of default of the bidder which, if not cured within the time period permitted, if any, shall provide the first party the right to terminate this agreement by giving 30 days' notice in writing.
40	Without prejudice to the generality of the foregoing, the following event shall also constitute an event of default of the Second party:- <ul style="list-style-type: none"> <li>a) The bidder fails to pay the rent, set forth in this Agreement, within the prescribed period therefore.</li> <li>b) The bidder commits default in complying with any of the terms &amp; conditions of the Agreement.</li> <li>c) Any other event of default that has been set out in this Agreement or any other act which is against the interest of HPTDC.</li> <li>d) In case bidder uses the property for any purpose or activity other than mentioned in the tender document</li> </ul>
41	The terms and conditions of this document shall be a part and parcel of the Agreement to be executed on this account and the parties will agree to abide by the same The tender document will be annexed to the Agreement.
42	This bid document shall be governed by the laws of India/ Himachal Pradesh. The courts and authorities at Shimla shall have exclusive jurisdiction over all matters arising out of or relating to this document.

43	After completion of lease period, the bidder will return the premises in good condition. Any loss caused to the property will be deducted from his performance security.
44	<b>The bidder will be responsible for getting water/ electricity connections for which NOC will be given by HPTDC, if required.</b>
45	<b>In case bidder intends to run any business other than mentioned in the tender document, the prior permission for the same will be required to be obtained from Deputy General Manager, HPTDC. Dhramshala</b>
46	<b>All changes/ amendments in the tender document will be published on our website <a href="http://www.hptdc.nic.in">www.hptdc.nic.in</a></b>
47	Minimum reserve rent of the properties to be rented out have been accessed and kept in a sealed cover which will be opened at the time of opening of bids in presence of the bidders. The committee reserves the right to reject any bid below minimum reserve monthly rent of each property.
48	The bidder will provide complaint free services to the guests., A penalty of Rs. 5,000/- per complaint will be charged to the bidder in case more than 3 complaints are received in respect of any particular property that will be deducted from his/ her performance security.
49	In case of any disputes, the matter will be referred for Sole Arbitration to the Managing Director, HPTDC, who may either himself/herself act as the Arbitrator or appoint anyone else to act as the Sole Arbitrator on his/her behalf. The decision so taken will be final and binding on both the parties.
<b>SPECIAL TERMS AND CONDITIONS :-</b>	
1	The bidder shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the contract period.
2	The bidder shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify HPTDC against effect or non observance of any such laws.
3	The bidder shall be fully responsible to observe the workers/ employees/ labour safety provisions as per law.
4	All rates and prices in the Tender should be quoted both in figures and in words, Tender(s) containing overwritten or revised rates without being authenticated by Tenderer's signature is / are liable to be rejected. Should there be any variation between the rates indicated in figure and words, the higher of the two shall be considered.
5	All the generated wastes biodegradable or non-biodegradable or otherwise shall be disposed off by the bidder as per laws of pollution control board or local laws.
6	The cost of running all types of repairs will be borne by bidder.
7	The bidder will be responsible for compensation payable arising out of any accident No compensation in case of accident/ damage of property or for death/ injury will be paid by the HPTDC.
8	The bidder hereby agrees to adhere to any instructions issued by HPTDC from time to time to ensure reasonable conduct by the employees/ workers/ labourers deployed by the bidder.

**The aforesaid instructions, so issued, shall form integral part of the agreement between parties for all intent and purposes.**

**Signature of the Bidder  
With Seal and date.**

**ANNEXURE “B”**

**HIMACHAL PRADESH TOURISM DEVELOPMENT CORPORATION  
MARKETING OFFICE, KOTWALI BAZAR DHARAMSHALA  
Tel. No.(01892) 222395 E. mail. dharamshala@hptdc.in**

**TECHNICAL BID DOCUMENT**

1.	<b>PARTICULARS</b>	
2.	Name and Address of the party	
3	Status of bidder (whether Company/ firm/ individual/ AOP)	
4.	Name of the property for which tender is being submitted	
5	Earnest money	<b>Rs 20,000/- for each property.</b>
6	Cost of tender	<b>Rs. 1000/- each</b>
7	Average Annual Turnover of the Bidder as per audited/ certified annual accounts during the last 3 years. (i. e. 2016-17, 2017-18, 2018-19. Please attach certified copies)	
8	Income Tax return of the Bidder for the last 3 years	
9	PAN of the bidder	
10	VAT and Service tax registration numbers	
11	Professional qualification in Hospitality sector and working experience in Institute of repute.	
12	Experience in tourism related business/ activity. ( please attach in not more than 3 pages)	

**Signature of the Bidder  
With Seal and date.  
ANNEXURE-‘C’**

**“Financial Capability” of each bidder**

<b>Particulars</b>	<b>Year</b>		
	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
<b>Accounting year ended on</b>			
<b>Turnover of the firm as per audited annual accounts during the last 3 years</b>			

**Note:**

- 1) Attach certified copies of Annual Audited/ certified Balance Sheets/ financial statements for the past 3 years (2016-17, 2017-18, 2018-19).
- 2) Income Tax Returns for the last 3 years.

Signed

(Name of the Authorized Signatory)

For and on behalf of

Name of the Authorized Signatory)

Designation

Place:

Date:

**Annexure-‘D’**



**CHECK LIST OF COMMERCIAL TERMS AND CONDITIONS.**

<b>Sr. No.</b>	<b>Item</b>	<b>Vendor to Indicate (Please Strikeout the Not Applicable part)</b>
1.	Whether tender cost paid ?	Yes/ No
2.	Whether EMD attached?	Yes/ No
3.	Whether agree to keep EMD as Security till the validity of Agreement?	Yes/ No
4.	Whether agree for time limit as mentioned in Tender Notice?	Yes/ No
5.	Whether Time limit fixed for payment is acceptable?	Yes/ No
6.	Whether it is acceptable that the rent will be increased during the contract period?	Y
7.	Whether jurisdiction of Court acceptable?	Yes/ No

- Note:-** (i) Check-list should be properly filled in, signed by authorized person with seal of company and returned alongwith offer.
- (ii) All documents submitted are to be self attested duly stamped. A list of documents being submitted shall be prepared and enclosed in order.

**Date:** \_\_\_\_\_

**Signature & seal of the Bidder.**

**(FORMAT FOR FINANCIAL PROPOSAL)**

(To be submitted on Bidder’s letter head and signed by the Bidder’s authorized signatory)

The Asstt. General Manager,  
Himachal Pradesh Tourism Development Corporation Ltd.  
Marketing Office, Kotwali Bazar Dharamshala. H.P. 176215

**Sub: Leasing out of \_\_\_\_\_ ( name of property )  
located at .....**

Sir,

We hereby submit our Financial Offer for the captioned lease rent. If the property is leased out on annual rent to us, we agree to make the following payments to HPTDC as per the terms given in the Tender Document.

We agree to pay Rs.....( Rupees .....only) as the annual lease rent for the above mentioned property

The annual lease rent shall be increased @ 10% after every year.

This offer is being made by us after taking into consideration all the terms and conditions stated in the tender document and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for 180 days from the due date of submission of this bid.

Authorized signatory

Date:

Name and seal of Bidder  
Registration No.

Place:



**ANNEXURE-‘F’**

**AFFIDAVIT**

**(To be given separately by each constituent of the tenderer on Stamp  
Paper of Rs. 10/- and attested by Magistrate 1<sup>st</sup> Class)**

Whereas I have tendered for the lease contract of \_\_\_\_\_  
(name of the property).

Now, therefore, I, the undersigned, do hereby certify that all the information supplied  
is accurate, true and correct.

The undersigned also authorize (s) Sh. \_\_\_\_\_ ( name of the person with  
designation & company address) and request(s) any bank, \_\_\_\_\_ ( name  
of the bank), person or firm to furnish any information requested by the HPTDC to  
verify our pertinent information deemed necessary and reputation.

The undersigned also understands and agrees that further qualifying information as  
can be furnished, may be requested and agrees to furnish any such information at  
the request of HPTDC.

The undersigned also agrees to vacate the premises within 7 days in case any  
default in complying with terms and conditions of the tender document.

The undersigned also understands that furnishing of false information could result in  
disqualification of his company of the award of Rent Contract Agreement.

(Signed by an Authorized Signatory of the Firm) \_\_\_\_\_

Title of Officer \_\_\_\_\_

Name of Firm \_\_\_\_\_

(Complete Address) \_\_\_\_\_

E-mail

Phone No. \_\_\_\_\_

Date \_\_\_\_\_

Encl: Requisite Power of Attorney

**Undertaking**

In consideration of HPTDC, having awarded to \_\_\_\_\_, a partnership/ proprietorship/ private limited firm ( hereinafter referred to as “ the LESSEE” which expression shall unless it be repugnant to the context or meaning thereof, include its partners or partner/ proprietor for time being or its surviving partner or his heirs and executors, administrators and assignees/ its successors \_\_\_\_\_, being the LESSEE hereby agree and undertake and indemnify HPTDC in consequence of all actions, suits, claims and demands brought or made against it in respect of anything done or omitted to be done by the intending LESSEE, in execution of, or in connection with the work of this Agreement, and against any loss or damage to HPTDC in consequence of any action or suit brought against HPTDC for anything done or omitted to be done in the execution of the Rent Lease Agreement at any time in accordance with the provisions of the said Agreement.

It is hereby agreed and declared that the Managing Director (MD), HPTDC or any other officer authorized by her/him on her/his behalf shall be the Competent Authority to decide upon the question of any default and remedy to be applied by the LESSEE for their rectification at his cost and MD’s decision shall be final, conclusive and binding upon both HPTDC and the LESSEE, provided that the MD shall so decide after giving an opportunity to the LESSEE to represent his case.

We hereby agree and undertake irrevocably and unconditionally to carry out duly each and every decision, order, direction or instruction as may be issued by the said authority or an officer action on his behalf or as the case may be, and to rectify properly and promptly the defect found by him.

FOR AND ON BEHALF OF -----

Date \_\_\_\_\_

Seal \_\_\_\_\_

First Class Magistrate Himachal Pradesh State \_\_\_\_\_

Noted and Registered at Serial Number \_\_\_\_\_

Accepted by \_\_\_\_\_

(For & on behalf of HPTDC) \_\_\_\_\_

**Asstt. Gen. Manager,**

**Signature of the tenderer  
With Seal and date.**