

From  
The Head  
Deptt. of Plant Pathology  
CCSHAU, Hisar

To  
The In-charge  
Computer Section  
COBS&H  
CCSHAU, Hisar.

Memo No. PP/2024/1510

Dated: 27-24

Sub: **Notification on website for Expression of interest for Public private partnership for Mushroom Production Technology**

It is to apprise that Director of Research, CCSHAU, Hisar has permitted to invite expression of interest for PPP mode for Mushroom Production Technology (photo copy enclosed). Accordingly, the contents as under may kindly be placed on university website for the same.

“CCSHAU, Hisar invites expression of interest for Public Private Partnership for Mushroom Production Technology (Department of Plant Pathology, CCSHAU, Hisar) for production of spawn, mushroom compost, spawned compost and casing etc. for sale to the mushroom growers under public private partnership mode with the following terms and conditions.

1. The interested firm/society/party should have minimum of two years experience of production and sale of the above mentioned products.
2. The firm has to sign an agreement/MOU with the university.
3. The produce sold from the university premises should have labeling of university trade mark.
4. Rent of the premises used will be paid by the firm.
5. Electricity charges will be borne by the firm.
6. The equipments etc. used by the firm should be maintained properly and if there is any damage, it has to be repaired/replaced by the firm.
7. The facilities, premises and equipments will also be simultaneously used by the department for teaching, research and extension activities.
8. The students will also be associated with the firm for learning mushroom cultivation as an entrepreneurial activity and for this university/students will not pay any charge to the firm.
9. The facilities can be seen during office hrs. on any working day in Mushroom Technology Lab. located in Plant Pathology Research Area, CCSHAU, Hisar.

Interested parties may express their interest at Email : [hodplantpathologyhauhisar@gmail.com](mailto:hodplantpathologyhauhisar@gmail.com) or to the Head, Department of Plant Pathology, CCSHAU, Hisar on or before 23.07.2024 upto 2.00 p.m.

CCSHAU, Hisar will not be responsible for any postal delay/non-functioning of on-line facility at any end.

If any party intends to have any query, they may contact Dr. Jagdeep Singh, Assistant Scientist-cum-Incharge, Mushroom Technology Laboratory, Department of Plant Pathology (Mob. No. 9050936274), email. [mehra.jgdeep@gmail.com](mailto:mehra.jgdeep@gmail.com)”

Soft copy of the same is also being sent through Email : [web@hau.ac.in](mailto:web@hau.ac.in)

Encl: A/A

  
HOD (Plant Pathology)

Head  
Department of Plant Pathology  
CCSHAU, Hisar

Subject:- Inviting application for expression of interest for Public Private Partnership mode for Mushroom Production Laboratory, Deptt. of Plant Pathology- approval thereof.

Vide office note, the Prof & Head, Plant Pathology at NP-1 has intimated that the department intends to have production of spawn, mushroom, compost, spawned compost and casing etc. for sale to the mushroom growers under public private partnership mode. The same has been approved by the Departmental Advisory Committee vide its meeting held on 16.01.2024(C/6&7). The Prof & Head, Plant Pathology has requested to obtain the permission for inviting application for expression of interest for the said purpose.

2. The Director of Research at NP-12 has intimated that inviting application for impression of interest is the first step for PPP mode implementation. Accordingly, the Director has recommended and requested to grant permission for inviting application for expression of interest for Public Private Partnership mode for Mushroom Production Laboratory.

3. In the instant matter, it is submitted that the terms and conditions have been vetted by Sh. Vishal Sethi, Advocate(C/4&5). Further, some additions and alterations in the terms and conditions have been made by him in the said agreement. The revised draft for PPP mode for usage of Mushroom Production Laboratory of the department of Plant Pathology, College of Agriculture is added herewith for kind perusal (C/1 to 3).

4. In view of above, may kindly submit the case to the worthy Vice-Chancellor for consideration and granting approval of the proposal of the Director of Research as this regard from time to time by the CCSHAU, Hisar/GOI/funding agency, please,

2862 + F  
Cpi No. 21/6/24  
21/6/24  
Director

O/o Registrar (PS Section)  
Despatch No. 26.1.1  
O.Y. 9.6.24

Vice-Chancellor's Secretariat  
CCSHAU, Hisar  
NO. 180  
46/24  
dated

Asstt. (R-8) 22/06/24

Supdt. (QA) 3/6/24

Registrar Rich 04.06.2024

w/ Vice-Chancellor VICE-CHANCELLOR 19/6/24

Regi. R-8/53934E 20/6/24

Supdt. (QA) 20.6.24

20/6/24

Director of Research

*Terms and Conditions*  
**REVISED DRAFT FOR PPP MODE AFTER VETTING**

**NON-EXCLUSIVE LEASE AGREEMENT**

*for*

**Usage of Mushroom Technology Laboratory of the Department of Plant Pathology, COA, CCSHAU, Hisar**

**Between**

**First Party (CCSHAU, Hisar)**

**And**

**Second Party (Company Name)**

THIS LEASE AGREEMENT is made on this, the ----- day of -----, -----at Hisar

**BETWEEN**

**First Party (CCSHAU, Hisar) and Second Party (Company Name)**

WHEREAS the LESSOR herein is the sole and absolute owner of all that part and parcel of the property belonging to CCS HAU; HISAR AND

WHEREAS the LESSEE has approached the LESSOR to use the Mushroom Technology Laboratory of the Department of Plant Pathology, COA, CCSHAU, Hisar for purpose of mushroom spawn production, fresh mushroom cultivation, mushroom compost preparation, pasteurized spawned compost, casing mixture preparation and sale of above items for a period of eleven months on the terms and conditions hereinafter mentioned and the LESSOR has also hereby agreed to provide the laboratory to the LESSEE on a monthly lease on the following terms and conditions.

1. The provisional lease shall be for a period of eleven months subjected to periodical evaluation by LESSOR. The date of commencement of agreement will depend upon the availability of Mushroom Lab to be intimated by the Head of the Department of Plant Pathology, COA, CCSHAU, Hisar to the LESSEE with a copy to Principal Scientist, BPD Unit & IPR Cell, DHRM. After eleven months, the lease can be extended on mutually agreed basis by getting a written request from the LESSEE.
2. The lease is strictly for pilot scale production purpose to accommodate the occupier of the LESSEE. The lease is according to the English Calendar Month.
3. The LESSEE **Second Party or company name** has already paid the **membership fee of Rs. 25,000/- (Rupees Twenty-Five Thousand only)** of Business Planning & Development Unit and IPR Cell of CCSHAU, Hisar which is one time subscription for the company and is prerequisite to have any MOU with the University.
4. Access to committee room/conference hall/seminar room will be provided to the LESSEE on payment basis. Charges of per day will be levied for the usage for the same as per the terms and conditions of the Department/College/University.
5. The LESSEE will also train the students of this university and trainees/interns regarding skill development of entrepreneurship on mushroom production technology.
6. The LESSEE will also contribute the share of 10% of per kg mushroom spawn, 10% of per kg of pasteurized spawned compost bag and 10% of per kg fresh mushroom sale, respectively.
7. The LESSEE has to pay in the first week of the every month the monthly lease charges of **Rs 20150/- excluding GST as applicable** for the Usage of Mushroom laboratory through Demand draft in the name of Comptroller, CCSHAU, Hisar (payable at Hisar) shall be submitted by the LESSEE. If any delay the same will be recover from the security amount.
8. The sub-meter for the electricity will be installed by the LESSOR.
9. The LESSEE has to pay the Electricity charges according to the sub meter reading through Demand draft in the name of Comptroller, CCSHAU, Hisar (payable at Hisar) as per the rates of DHBVN.
10. The LESSEE shall submit bank guarantee of **Rs. 1,00000/- (Rupees one lac only)** as security deposit for the desired period of tenancy, i.e. eleven months which shall be released without

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interest after taking NOC from the University on peaceful vacation of leased premises. In case any loss is caused by the firm to the Laboratory/ University the same can be repaired from the said security amount or by the firm.

11. The produce of the lab shall not be sold with the trademark of the University.
12. The LESSEE will use its own communication facilities and the LESSOR will not provide such facilities.
13. That the LESSOR shall have full control over the supervision and management in respect of the said space and the LESSEE shall not, in any way, interfere with the LESSOR's right of maintenance.
14. It is further agreed that the faculty and students of the CCSHAU, Hisar will also do their research work and entrepreneurial activity in the Mushroom laboratory and LESSEE will have no objections.
15. The LESSEE should keep the leased property in good and usable condition as any prudent person would do with his/her property. Beside these the firm shall not allow to cause any change in basic structure of the building/ University.
16. The LESSEE shall not use the leased property for any purpose other than for which it was let nor shall sub-let or sub-lease the portion let to him to any third party.
17. The LESSEE shall provide the details of their employees in the office of the leased Department and the lessee shall be liable at his own for his own employees/labourers etc. the employees of the lessee shall not be considered the employee of lessor (University). In case of any injury is suffered by the employees of the lessee then it is the lessee only who shall be liable to compensate the same.
18. The LESSOR will not be responsible for any kind of damage caused to any assets (including manpower) or belongings of LESSEE during the agreement period.
19. The LESSEE covenants to keep the premises in good condition during the lease period and also not to make any permanent additions or alteration of the same.
20. That, in case of damage caused by the LESSEE to the SAID PROPERTY during the period of use, LESSEE shall be held responsible for such damages and replace such damaged items.
21. The LESSEE shall fairly handle the fittings and fixtures in the premises and maintain the same properly.
22. That the LESSEE shall not create any untoward disturbance or nuisance and shall not allow any anti-social person in the SAID PROPERTY.
23. That the LESSEE shall not keep or store any illegal inflammable article or explosives that endanger life and property.
24. Either The LESSOR or the LESSEE may terminate the lease agreement by giving written notice of one month in advance.
25. That the said lease shall stand automatically terminated in case the LESSEE fails to comply with any of the stipulated terms and conditions of this agreement.
26. After the expiry of the lease period the LESSEE shall handover the leased property as on occupation period.
27. It has been agreed by the LESSEE that any litigation from the clients including beneficiaries, the LESSEE will be responsible to deal with the litigation and any type of penalty. Further, if any client of the LESSEE makes the LESSOR a respondent, then all the expenditure including Lawyer's Fee, T.A./D.A. of the Lawyer and the Scientist, etc. will be borne by the LESSEE.
28. In case of any dispute between CCSHAU and the Firm, the matter will be solved through arbitrator with the jurisdiction at Hisar. It was further agreed that the Vice-Chancellor or any other Officer nominated by the Vice Chancellor, CCSHAU, Hisar shall be the arbitrator for this purpose.
29. CCSHAU, Hisar shall be at liberty to cancel the license if the company fails to abide the terms & conditions of the MoU without any prior notice and medium of arbitration proceedings will be in English.

- 30. Since it will be non-exclusive lease agreement to the **Second Party/ company name** the university can sign lease agreement with any other company on its terms and conditions. The **Second Party/ company name** will have no objection.
- 31. This agreement should be made subject to amendments as per the rules and guidelines of CCSHAU, Hisar and other relevant acts of the State Government.
- 32. Each of the signatories below represents and warrants that he or she is authorized to execute this agreement on behalf of the party for whom he or she signs, that no further authority or execution by any other person for such party is necessary.
- 33. This agreement is executed in duplicate with each copy being an official version and having equal legal validity.
- 34. All legal disputes will be subject to Hisar jurisdiction.
- 35. The employee of the LESSEE shall not unnecessary roam in any of the premises/space and building of the CCSHAU, Hisar except working themselves to the rented premises.
- 36. The LESSEE shall be liable to obey all the Government laws, Labour laws, State laws, Central laws etc.

**Signed:**

**For First Party/ (University Name)**  
Signature:

Date:  
Name:  
Title: Director of Research

**For Second Party/ company name**  
Signature:

Date:  
Name:  
Title:

**Witness**

Signature:  
Date:  
Name:  
Title: Head, Deptt. of Plant Pathology

Signature:  
Date:  
Name:  
Title:

*[Handwritten Signature]*  
HOD  
Plant Pathology