

# **Notice Inviting Tender & Draft License Agreement for Allotment of Shops in Naya Raipur**

**NIT No.: 6427/466/9-CEP/NRDA/2012 (Shops)  
Raipur, Dated 17/10/2012**

**Oct 2012**



**NAYA RAIPUR DEVELOPMENT AUTHORITY**

**Near Mahanadi Dwar of Mantralaya, Raipur – 492001 (Chhattisgarh)**

**Tel./Fax : 0771-4066011 / 4066188**

**Websites: [ceo@nayaraipur.com](mailto:ceo@nayaraipur.com), [psc@nayaraipur.com](mailto:psc@nayaraipur.com), [www.nayaraipur.com](http://www.nayaraipur.com)**



nayaraipur  
नया रायपुर

## NAYA RAIPUR DEVELOPMENT AUTHORITY

In Front of Mahanadi Dwar of Mantralaya, Raipur – 492001

Tel : 0771-4066011, Fax: 0771-4066188

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### Short Notice Inviting Tenders for Allotment of Built-up Spaces in Naya Raipur Capitol Complex

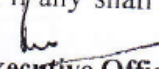
No. 6427/466/9-CEP/NRDA/2012

Raipur, Date: 17/10/2012

NRDA invites separate Tenders for the allotment of built up spaces on license for the following –

Sr. no.	Built up Space for	Earnest Money Deposit	Last date for submission of Tenders
1.	Shops in Naya Raipur Capitol Complex – 5 nos.	1000/-	31-10-2012
2.	Canteen in Ancillary Block B – 1 no	20000/-	31-10-2012
3.	Automatic Teller Machine (ATM) – 1 no.	10000/-	31-10-2012
4.	Mobile Restaurant – 3 nos.	10000/-	31-10-2012

The eligibility criteria, terms and conditions etc for each of the tender are set out in the respective tender document which can be downloaded from the website www.nayaraipur.com and duly filled tenders can be submitted so as to reach the office not later than 4-00 PM of last date of submission of the tenders. Amendment if any shall be uploaded in the website only.

  
Chief Executive Officer

**DISCLAIMER**

1. The tender document contains two volumes

<b>Volume -I</b>	<b>Notice Inviting Tenders</b>
<b>Volume -II</b>	<b>Draft License Agreement</b>

2. The information contained in this Notice Inviting Tender document provided to the Tenderer(s), by Naya Raipur Development Authority (NRDA) on behalf of GOCG or any of its employees, is provided to the Tenderer(s) on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.
3. Though adequate care has been taken in the preparation of this Tender Document, the Tenderer should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Chief Executive Office, Naya Raipur Development Authority (NRDA) immediately before the tender due date. If no intimation is received by the NRDA within the date, it shall be deemed that the Tender is satisfied that the Document is complete in all respects.
4. The Tender Document is not an agreement and is neither an offer nor invitation by the NRDA to the prospective Tenderers or any other person. The purpose of the Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender Document. The Tender Document includes statements, which reflect various assumptions and assessments arrived at by the NRDA in relation to the development. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. The Tender Document may not be appropriate for all persons, and it is not possible for the NRDA or its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses the Tender Document. The assumptions, assessments, statements and information contained in the Tender Document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the Tender Document and obtain independent advice from appropriate sources.
5. Information provided in the Tender Document to the Tenderers is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a

complete or authoritative statement of law. The NRDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. NRDA, or its employees make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Document or arising in any way in this Selection Process.
7. NRDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Tenderer upon the statements contained in the Tender Document.
8. NRDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the Tender Document.
9. The issue of this Tender Document does not imply that the NRDA is bound to select a Successful Tenderer for the project and the NRDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NRDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Tenderer and the NRDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**1. General**

- 1.1 Government of Chhattisgarh (GoCG) has decided to develop a City named "Naya Raipur" near the present day Capital City of Raipur for the State Capital functions supported by other function required for sustainable city such as physical and social infrastructure, residential, institutional commercial and industrial developments.
- 1.2 Naya Raipur Development Authority (NRDA) entrusted with the planning, development and management of Naya Raipur, is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.
- 1.3 NRDA is developing Naya Raipur as per the provision of the "Naya Raipur Development Plan - 2031". As a part of development, the Capitol Complex with various administrative offices including State Secretariat Building is being developed. The Amenities Block of the development has Built-up Spaces for Shops.
- 1.4 NRDA has been directed to invite tenders for allotment of 5 (five) Built-up Space for Shops.
- 1.5 NRDA would endeavor to adhere to the following schedule:

<b>Event Description</b>	<b>Scheduled Date</b>
1. Last date for receiving queries / clarifications (if any) and Pre Bid Meeting	25/10/2012 at 03.00 pm at NRDA Office
2. Proposal Due Date (PDD) (i.e last date of receiving RFP)	31/10/2012 upto 4.00 pm
3. Opening of Technical Proposals	31/10/2012 at 5.00 pm at NRDA Office
4. Opening of Financial Proposals	Shall be intimated later
5. Issue of Notice of Award (NoA)	Shall be intimated later
6. Signing of Contract	Shall be intimated later
7. Validity of Proposals	180 days of Proposal Due Date

**2. Invitation of Tenders and Direction**

- 2.1 NRDA Invites Tenders for highest license fee the interested Tenderers over and above the upset license fee of **Rs 36,000/- (Rupees Thirty Six Thousand) per year**. In prescribed forms from eligible Tenderers for

Allotment of Shops in Amenities Block of Capitol Complex in Naya Raipur on license basis. The details are given below–

<b>S.No.</b>	<b>Shop No.</b>	<b>Particular of Shops</b>	<b>Area Sq. Ft.</b>
1.	RM. No. D2	Stationery, Books and other Misc. items shop	209.25 (6.00 x 3.24 mtr)
2.	RM. No. D4	Medical Store	209.25 (6.00 x 3.24 mtr)
3.	RM. No. D5	Courier / Internet Café	209.25 (6.00 x 3.24 mtr)
4.	RM. No. D8	Saloon/Photo Studio	209.25 (6.00 x 3.24 mtr)
5.	RM. No. D9	Internet cyber café, typing, computer printing etc.	209.25 (6.00 x 3.24 mtr)

2.2 A Tenderer is required to submit certified copies of all the required documents to support the eligibility, without which the tender may not be considered.

2.3 On acceptance of the Tender the shop shall be allotted on license fee basis for one year extendable for the next two terms (each term will be of one year) in continuation based upon the past satisfactory performance of the allottee. The license of shops can be extended to the same allottee for a period of 3 years at a time based upon the previous satisfactory performance of the allottee. All the allotments pertaining to shops will be made subject to increase in the license fee after a term of **one year @ 5 % of the license fee** charged in the preceding year. If the allotment will be made for 3 years at a time the increase in the license fee will be @ 15 % of the license fee of the preceding year, as decided by the Authority and under the provisions of Niyam, 2008. The allotment of the shops to the same allottee can be renewed for another three years to a maximum overall period of **9 years** subject to fulfillment of other prescribed terms and conditions of the license or by the allottee.

2.4 The site plan is attached at **Appendix – I.**

**2.5 Minimum Eligibility Criteria**

A Tenderer should be permanent resident of Chhattisgarh by Birth / by Resident (who have been residing in Chhattisgarh since last 5 years or more). The eligibility should be supported by an affidavit.

**3. Earnest Money Deposit (EMD)**

- (i) The Tender should necessarily be accompanied by (a) Earnest Money Deposit for an amount of Rs. 10,000/- (Rupees Ten Thousand only) and (b) Non refundable Processing fee of Rs. 2,000/- (Rupees Two Thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank payable at Raipur.
- (ii) Tender without EMD and/or processing fee shall be summarily rejected.
- (iii) If the Tender is not accepted, the amount of EMD shall be refunded but no interest on it shall be payable.
- (iv) EMD of the unsuccessful Tenderers shall be returned within a period of three (3) weeks from the date of opening of tenders. EMD submitted by the Successful Tenderer shall be adjusted in the security deposit.
- (v) EMD shall be forfeited in the following cases:
  - a) if any information or document furnished by the Tenderer turns out to be misleading or untrue in any material respect; and
  - b) if the successful Tenderer fails to deposit the full amount of the Security Deposit within the stipulated time or any extension thereof provided by NRDA.

- 4. Validity of Tender** - Tender shall remain valid for 120 days from the last date of receipt of Tender and in the event of the Tenderer withdrawing the Tender in the validity period i.e. before the expiry of 120 days, for any reason whatsoever; earnest money deposited with the Tender shall be forfeited and appropriated by the NRDA.

**5. Payment of the Advance License fee and Security Deposit –**

- 5.1 Annual License Fee proposed and accepted shall be deposited in advance before 15th day of April of every year during the License Period. However, the successful Tenderer shall pay the License Fee for the remaining period of the year commencing from the date of signing of the license agreement ending on 31 March of next year, within 15 (Fifteen) days from the date of issuance of the Letter of Acceptance of tender and execute License Agreement and mobilise to set up a Shop.
- 5.2 The successful Tenderer shall also deposit 30% of the accepted annual license fee as security deposit before signing of the License Agreement.
- 5.3 If the successful Tenderer fails to deposit advance license fee and/or security deposit, the LoA shall be cancelled and the EMD shall be forfeited and be appropriated by NRDA. NRDA shall have the right to allot the Built-up Space

to the next Highest Bidder, if Second Highest Bidder agrees to match the Price Bid of Highest Bidder or otherwise, as may be decided by NRDA.

**6. Tender Format**

**6.1** The tenders shall be **submitted** in two separate envelopes each sealed and clearly identified as to envelope no. and contents as indicated below. These two envelopes shall be contained and sealed in a large envelope.

**6.2** Full name, postal address with phone and fax numbers and e-mail ID of Tenderer shall be written on the bottom left hand corner of the envelope.

**6.3** The tender submitted shall contain details/documents as listed below. Tenders without accompanying all details/documents listed below will be rejected.

**6.4 Envelope No.1**

- a) Complete set of tender document duly filled and signed by the Tenderer on all pages along with all supporting documents.
- b) Tenderer is required to provide all the information/document as per prescribed Tender format appended at **Appendix-II**.
- c) The Bank Draft for EMD of Rs. 10,000/- (Rupees Ten Thousand only) payable to the Chief Executive Officer, Naya Raipur Development Authority in any Nationalised/ Scheduled Bank at Raipur.
- d) Non-refundable Processing fee of Rs. 2,000/- (Rupees Two Thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, in any Nationalised/ Scheduled bank payable at Raipur.
- e) Affidavit as set out in **Appendix-III**.

**6.5 Envelope No.2**

- a) It should contain the Financial Tender in prescribed form set out in **Appendix-IV** duly signed by a person having power of attorney.

**6.6** Any tender, which does not fulfill any of the prescribed conditions, would be liable to be rejected. Tenders received late on account of any reason whatsoever will not be entertained.



**7. Sealing and Marking of Proposal**

- i. The Tender shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory. All the alterations, omissions, additions, or any other amendments made to the Tender shall also be initialed by the person(s) signing the Tender.
- ii. Each of the envelopes, both outer and inner, must be super scribed with the following information:

**1) Tender for the Built-up Space for  
Shop No.\_\_\_\_\_ at Naya Raipur**

**3) Name and Address of  
Tenderer**

**2) Tender Due Date**

**4) Contact person and phone  
numbers**

- iii. All envelopes shall be addressed to:

**Chief Executive Officer  
Naya Raipur Development Authority  
Near Gate No.2, Mahanadi Dwar of Mantralaya,  
Raipur - 492001 (C.G.)  
Phone: (0771) – 4066011  
Fax: (0771) – 4066188  
e-mail: - ceo@nayaraipur.com**

- iv. The Chief Executive Officer or any Officer authorised by him, will open the Tenders.

**8. Rights of the Chief Executive Officer**

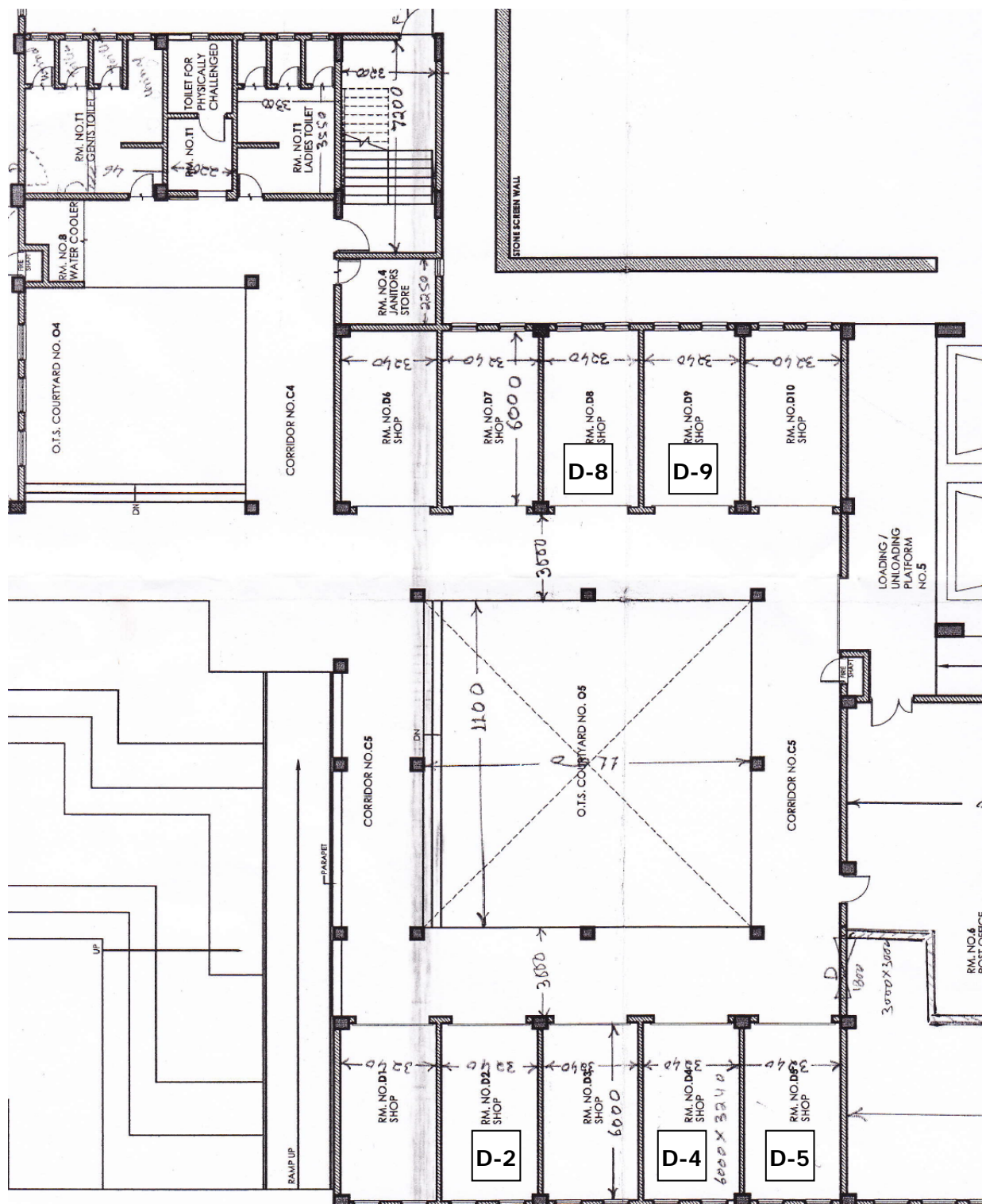
- 8.1 The tenders that are found responsive in terms of the tender document shall only be considered. The Chief Executive Officer, NRDA reserves the right to call for clarification or document as deemed fit.
- 8.2 The NRDA reserves the right to reject any or all Tender without assigning any reasons what so ever. NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend, modify or supplement the information in this document by uploading in its website [www.nayaraipur.com](http://www.nayaraipur.com) and which shall not be published in newspaper/s.

**9. Terms and Conditions of License**

- 9.1 The terms and conditions based on which the Tenderer is selected for allotment of Shops shall be an integral part of the license agreement.

- 9.2 The successful Tenderer shall required to Produce an affidavit on a stamp paper worth Rs. 25/- giving the local as well as the permanent home address along with recent passport size photograph(s), Character certificate attested by a Magistrate I-Class with tender form / price quotation to be submitted in case of local notice. Also provide attested copy of the PAN Card.
- 9.3 The successful Tenderer shall execute license agreement and get the same registered at its own cost, bearing all the expenses on stamp duty, registration charges, cost of map and any other charge which may be required for the registration.
- 9.4 Other terms and conditions are mentioned in the draft license agreement.

**Chief Executive Officer  
Naya Raipur Development Authority  
Raipur (C.G.)**



## 2. SITE LOCATION



**Amenities Block of Capitol Complex in Naya Raipur**

**APPENDIX-II**

**FORM NO. – 1**

**Tender for Allotment of Built-up Space for Shop no \_\_\_\_ in Naya Raipur**

**PARTICULARS OF TENDERERS**

1. Name of Tenderer :

--

2. Address of Registered head office of the Tenderer:

Address with Pin code	
Phone no.	
Fax no.	
E-Mail -	
Website	

3. Resident of Chhattisgarh since (Please attached the affidavit):

--

4. Name and address of Office bearers (Please use separate sheet) (if applicable):

**Signature of Authority Signatory & Seal**

**APPENDIX-II**

**FORM NO. – 2**

**Tender for Allotment of Built-up Space for Shop no. \_\_\_\_\_ in Naya Raipur**

**Details of Tenderer**

1. Name of Tenderer:

--

2. PAN/TAN no. of the Tenderer:

--

**Signature of Authority Signatory & Seal**

**AFFIDAVIT**

**(To be executed on appropriate non-judicial stamp paper  
and attested by a Notary Public)**

I, name), \_\_\_\_\_ Son/Daughter of \_\_\_\_\_ residing at  
\_\_\_\_\_ Date of Birth \_\_\_\_\_ being a Tenderer for Allotment of Shops in  
Amenities Block of Capitol Complex in Naya Raipur, do hereby solemnly affirm and state as  
follows:

1. That the names of my parents and spouse are as follows:  
(i) Father :  
(ii) Mother :  
(iii) Wife/Husband :
2. That I am continuously resident at the above mentioned address  
from.....
3. That I am citizen of India by birth/descent/registration/naturalization.
4. That I have not, at any time during the period of five years immediately preceding the  
date of this affidavit, been convicted by any court in India for any offence involving  
moral turpitude and sentenced in respect thereof to imprisonment for not less than  
two years;
5. That no proceedings in respect of any criminal offence alleged to have been  
committed by me are pending before any criminal court in India;
6. That no warrant or summons for my appearance, and no warrant for my arrest, has  
been issued by a court under any law for the time being in force, and that my  
departure from India has not been prohibited by order of any such court;

Place:

Date :

TENDERER

**VERIFICATION**

7. Verified on.....(date) at ..... (place) that the contents of the above mentioned  
affidavit are true and correct and nothing material has been concealed.

TENDERER

**APPENDIX - IV**

**Tender for Allotment of Built-up Space for Shop no \_\_\_\_\_ in Naya Raipur**

**FORMAT FOR FINANCIAL TENDER**

I, name), \_\_\_\_\_ Son/Daughter of \_\_\_\_\_ residing at \_\_\_\_\_ Date of Birth \_\_\_\_\_ being a Tenderer, here by submit the Tender in the form of the License fee per month specified in the table below for Allotment of Shops in Amenities Block of Capitol Complex in Naya Raipur –

Facility	Particulars of Shop	Built-up Area for License (in sq.m.)	Proposed rate of License Fee per month	
			Rs. In Figure	Rs. In Words
Shop No. <span style="background-color: yellow;">      </span>		209.25 <b>(6.00 x 3.24 mtr)</b>		

2. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all terms and provisions of the said condition of the allotment set forth in the Tender document or in default, thereof to forfeit earnest money & pay to the NRDA the sums of money mentioned in the said condition.

3. A separate sealed Envelope 'A' duly super scribed containing the sum of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Bank Draft as earnest money (EMD) the full value of which is to be absolutely forfeited to the NRDA without prejudice to any other rights or remedies of the NRDA should I/We fail to deposit the balance amount of license fee, security deposit and tax as applicable, if any, within 90 (Ninety) days of the of acceptance or to execute the license agreement within the time specified in the tender document notice.

**Signature of the Tenderer**

**Date:**

**Name of Tender:**

**Address:**



**Draft License Agreement for  
Allotment of Built-up Space for  
Shop No. \_\_\_\_\_ in Naya Raipur**

This agreement is entered into on the ----- day of -----, 2012 at Raipur

Between

**Naya Raipur Development Authority**, established and constituted under Chhattisgarh Town & Country Planning Act 1973 and having its office at Raipur (hereinafter referred to as "**NRDA**", which expression shall include its permitted assigns and successors-in-interest) of the **One Part**;

AND

**M/s** \_\_\_\_\_ (**Name of the Tenderer**) **S/o** \_\_\_\_\_  
Address \_\_\_\_\_ (hereinafter referred to as the "**Licensee**" which expression shall unless repugnant to the context include its permitted assigns and the successors-in-interest) of the **Other Part**.

(NRDA and the Licensee are hereinafter also individually referred to as a 'Party' and collectively as 'Parties').

**WHEREAS:**

- A. NRDA is developing Naya Raipur as per the provision of the "Naya Raipur Development Plan - 2031". NRDA is nodal agency of the Govt. of Chhattisgarh to develop the Capitol Complex with various administrative offices including State Secretariat Building. The Amenities Block of the State Secretariat Building has Built-up Spaces for Shops.
- B. NRDA has been directed to allot five Shops by inviting tenders from any individual to setup a shop for the facilities as mentioned in the NIT on a built-up space measuring approximately 209.25 sqm (more specifically defined in Schedule-I hereto) for a period of 3 (Three) years which shall be renewed for each term of 3 (Three) years, for two such terms subject to an increase of maximum Ten percent of the annual license fee of the built-up space every year, as decided by the Authority. NRDA has invited Tenders from the applicants in accordance with the Notice Inviting Tender (NIT) No.: \_\_\_\_/\_\_\_\_/9-CEP/NRDA/2012 Raipur, Dated \_\_\_\_/\_\_\_\_/2012 for the selection of an appropriate Tenderer through the competitive route for allotment.

- C. NRDA after evaluating all the tenders received by it in response to the said NIT dated \_\_\_/\_\_\_/2012, accepted the tender submitted by the Licensee and has issued a Letter of Acceptance (LoA) No. \_\_\_/\_\_\_/9-CEP/NRDA/2012 Raipur, Dated \_\_\_/\_\_\_/2012, provided in Schedule-II to the Licensee requiring, inter alia, the execution of this Agreement.
- D. After the issuance of the LoA, the Tenderer made the payment of License Fee for the period from \_\_\_/\_\_\_/2012 to 31/03/2012 in advance for the Shop no. \_\_\_\_\_ of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) vide Cheque No. \_\_\_\_\_ dated \_\_\_/\_\_\_/2012 drawn in favour of NRDA issued by \_\_\_\_\_, payable at Raipur, Chhattisgarh. A copy of Money Receipt No. \_\_\_/\_\_\_ dated \_\_\_/\_\_\_/2012 as acknowledgment is provided in Schedule-III.
- E. The Tenderer also made the payment of Security Deposit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) vide Cheque No. \_\_\_\_\_ dated \_\_\_/\_\_\_/2012 drawn in favour of NRDA issued by \_\_\_\_\_, payable at Raipur, Chhattisgarh. A copy of Money Receipt No. \_\_\_/\_\_\_ dated \_\_\_/\_\_\_/2012 as acknowledgment is provided in Schedule-IV.
- F. Pursuant to the above, NRDA has agreed to grant the License to the successful tenderer to setup and operate a Shop as specified in the NIT, as set forth in this agreement to the Licensee and the Licensee has agreed to provide necessary services, operate, maintain and generally manage the premise in the manner and subject to the terms and conditions more particularly set out in this Agreement. Now therefore for and in consideration of the foregoing premises and stipulations and covenants herein provided the Parties hereto agree as follows:

**1. INTERPRETATION**

**In this Agreement:**

- a) the singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal personality)
- b) the headings are inserted for convenience and shall not be used in and shall not affect the construction or interpretation of the contents hereunder.
- c) terms used in the Schedules to this Agreement shall have the meaning ascribed to such terms in the Schedules when used elsewhere in this Agreement.
- d) the words "include" and "including" are to be construed without limitation.

- e) the Schedules to this Agreement from part of this Agreement and will be of full force and effect as though they were expressly set out in the body of this Agreement.
- f) references to particular Article, sub Article, section or schedule shall, except where the context otherwise requires, be a reference to that Article, clauses of Article, section or schedule in or to this Agreement.
- g) words denoting any gender shall include all genders
- h) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.
- i) the fines/damages payable by either party to the other party as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed, genuine pre-estimates of loss and damage likely to be suffered and incurred by the party entitled to receive the same and are not by way of penalty or liquidated damages (the "Damages").
- j) In the event of any conflict between the provisions of the Tender Documents, LoA and this Agreement the documents shall be interpreted the following order of priority:
  - i. This Agreement
  - ii. Letter of Acceptance (LoA)
  - iii. Tender Documents

## **2. THE LICENSE**

### **2.1 Grant of License**

- a. NRDA grants rights to the Licensee for and in relation to establish and operate a Shop with all required facilities and shall for achieving the said purpose, do all acts, deeds and things as may be required in accordance with the terms and conditions set out in this Agreement by way of License.
- b. The built-up space is allotted on license for a period of 3 (Three) years which shall be renewed for each term of 3 (Three) years, for two such terms subject to an increase of maximum Ten percent of the annual license fee of the built-up space every year, as decided by the Authority.

Provided that the Licensee has strictly adhered to the terms and conditions of License Agreement and the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."

**2.2 Acceptance of the Assets**

The Licensee hereby agrees to accept possession of the built-up space on 'as is where is' basis.

**2.3 Payment of the License fee –**

The Licensee has paid the License Fee in advance for FY 2012-13 from \_\_/\_\_/\_\_\_\_ to \_\_/\_\_/\_\_\_\_ before execution of this License Agreement.

2.4 If the Chief Executive Officer has sufficient reasons to determine that the Licensee, is unable to use the demised property for the purpose for which it is licensed, he shall have right to terminate the license and forfeit and appropriate the license fee or part thereof after giving reasonable opportunity of being heard to the licensee.

2.5 In the event of the Licensee being in default of the due, faithful and punctual performance of its obligations, owing any sums whatsoever NRDA under this Agreement or in the event of there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of NRDA for or against the Licensee under this Agreement in respect of this Agreement, the NRDA shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to call in, encash and appropriate the relevant or delinquent amounts from the license fee or part thereof as damages for such default, dues, demands or claims.

2.6 The decision of NRDA as to any breach of this agreement / any delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Licensee. The Licensee specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or suffered by NRDA under this Agreement is required to be provided in connection with any demand made by NRDA to recover such compensation through encashment of the license fee or part thereof under this Agreement and that no document or any action shall be required other than the NRDA's written demand as aforesaid.

**3. TERMS AND CONDITIONS OF LICENSE**

3.1 Annual License Fee proposed and accepted i.e. Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) shall be deposited in advance before 15th day of April of every year.

- 3.2 In the event of up to four weeks from the due date in the payment of the License Fee, the Lessee shall pay the Lessor interest on the due amount at the rate of 2% (two percent) per week for the period from the due date until the date of payment. The Lessor shall be entitled to appropriate the delinquent amounts, if any, from the Security Deposit. A delay in such payment beyond four weeks from the due date, the Chief Executive Officer shall have power to terminate the license and to re-enter in to the property. The amount paid to the Authority shall not be refunded.
- 3.3 Only one shop is to be allotted to a family which would include self/ husband, dependant father, mother, dependent son, daughter-in-law, unmarried daughter and those members of same family would not be allowed to secure any subsequent allotment of shops through any other business transactions such as partnership or purchase etc.
- 3.4 The licensee shall ensure that the quality of the services and facilities to the employees and visitors of Capitol Complex to be provided shall always be consistent with the established and generally accepted standards of the required facilities. If it is found that quality of services are not satisfactory, a notice may be given by the Authority to improve the services within 30 days. If the services are not improved, the Authority shall have right to terminate the license by giving a notice of 60 days and also an opportunity to be heard to the licensee.
- 3.5 The services of shops shall be provided during such hours as may be decided by Authority in view of the security requirements of the premises.
- 3.6 Sale of liquor/explosives/acids/LPG/petroleum products/Chemicals/ live or dead animals/drugs/narcotics/weapons/plants/any tobacco products/poisons/ any harmful or any dangerous/harmful items and eateries are strictly prohibited in shops.
- 3.7 As the provided built-up space is in high security zone, the employees of the shop shall follow all the rules, regulations and instructions which shall be decided for the security purpose by the appropriate authority.
- 3.8 The Licensee shall be responsible for obtaining all the statutory approvals/ permits/ License / permission. The licensee shall also be responsible for operation, maintenance and housekeeping of the facilities at its own cost.
- 3.9 Licensee shall during the period of license, pay all bills, taxes and all other charges due and becoming due, related to its occupancy and operations.

- 3.10 The Licensee shall pay to the respective Authority for availing services such as water supply, electricity, telecom, sewerage etc. made available by the Authority or by any agency whatsoever authorised by it, at such rates or charges which the Authority or the responsible agency shall decide from time to time.
- 3.11 The Licensee, during the license period, shall not, without obtaining written permission from the Authority, construct anything or develop or implement any change or modification and shall not allow any other to do so.
- 3.12 Designing and furnishing of interiors at its own cost, including painting, false ceiling, lighting, air conditioning, all electrical equipments, all furniture etc, shall be the responsibility of the licensee.
- 3.13 If any person, against the conditions of license or unauthorisedly or illegally takes any part or whole of the property in his possession or constructs without obtaining permission, the Chief Executive officer shall have the power to cancel the license and secure summary eviction in the manner provided by the Chhattisgarh Land Revenue Code, 1959 in addition to taking any other action under the provision of Law.
- 3.14 If any condition of license is violated, the Authority shall have power to terminate the license and re-enter into the property and forfeit the amount paid to the Authority. Provided that before terminating the license and making re-entry into the property, a notice shall be served and reasonably opportunity of hearing shall be given to the Licensee.
- 3.15 The restoration of the license may be done on payment of restoration charge which shall be fixed by the Authority, if the Licensee promises and files a duly notarized affidavit within 90 days of notice of resignation, that the breaches, for which the license was terminated, shall be remedied by him.
- 3.16 At the expiration/termination of the license period, as the case may be the licensee shall ensure that the possession of the built-up space is handed over peacefully to the Authority in good state of housekeeping and maintenance and also that:
- a. There shall be no damage to the tiling, plumbing, flooring or electrification and the premises are in the proper condition.
  - b. Information relating to that shop or its products / related services of the Lessee shall be exhibited only inside the premise. However, no other advertisement shall be permissible inside or outside the built up space/ premise.

- c. No major changes have been incorporated in the premises. If the licensee has made some changes, which are not acceptable to the Authorisee, the latter may ask him to undo the changes.
  - d. All the electricity and telephone charges have been taken care of till the specified date by the licensee at the time of repossession.
  - e. The licensee at the time of repossession shall handover the premises duly colored washed, distempered and painted at its own cost.
- 3.17 The repair work and periodic maintenance such as white/colour washing, painting, petty works such as replacement of glass panes, any electrical item, repairs to plaster, etc. shall be done by the Licensee at its own cost.
- 3.18 The licensee, as the case may be, shall not sale, mortgage, gift or otherwise hand over or transfer any built-up space or immovable property thereon to any other person.
- 3.19 No licensee shall sublet/share the whole or any part of his shop. The Licensee, subletting the shops allotted to him or any portion thereof unauthorisdeley, shall render himself liable to the payment of license fee up to four times the “standard license fee” of the shops in addition to any other penalty which NRDA may consider it appropriate to impose upon him or shops may be got vacated from Licensee.
- 3.20 On the death of an allottee the shops may be regularized in the name of the applicant if he/she is widow, son (including adopted son) or unmarried daughter provided an affidavit is given by each of the remaining legal heirs of the deceased allottee to the effect that they have no objection to such allotment /regularization.

Provided further that the first preference for regularization may be given to the widow of the deceased. If the widow is not there or if she is not willing to take it, the shops/restaurant/canteens/booths etc may be regularized in the name of son or daughter whom all the surviving sons/daughters of the deceased allottee collectively put forward for same. In other words, regularization will not be done in favour of all the sons/daughters who may have a claim but it will be allowed in favour of that individual whom they put forward for this purpose.

Provided further that if the widow predeceases the allottee or where she dies soon after the death of the husband, regularization may be allowed in the name of son/daughter of the deceased allottee after obtaining the usual “No Objection Affidavit” from all concerned and observing the usual formalities.



Provided further that in cases where the deceased allottee happens to be unmarried and as such does not leave behind any legal heir(s) mentioned in the first proviso; the shops may be transferred in the name of the deceased allottee's father/mother provided he/she is not an earning hand and has no children to support him/her.

The regularization of allotment in the name of legal heirs on the death of the allottee will be made on the same license fee which the deceased allottee was actually paying or was liable to pay for the premises immediately before his death.

- 3.21 (i) If the Licensee does not pay any part of the License fee within the given timeframe or any other charge and the amount remains as balance, the Authority shall have power to recover penal surcharge for delayed period and to recover the balance as arrears.
- (ii) If the arrears remain unpaid for two months, the Authority shall have powers to terminate the license, and re-enter in to the property.
- 3.22 The Licensee shall use the built-up space for the specific purpose for which it is granted. If it is found that the demised property is not being used for the specific purpose for which it is demised, the Chief Executive Officer shall have power to terminate the license and to re-enter in to the property. The amount paid to the Authority shall not be refunded.
- 3.23 Any party entitled to terminate this Agreement without giving any reasons shall do so by issue of a notice in writing ("Termination Notice") to the other Party and liable to deposit / refund the balance amount for the remaining period. The Termination Notice shall be of not less than 60 (sixty) days and ordinarily not be more than 90 (ninety) days, ("Termination Period") and at the expiry of the Termination Period, this Agreement shall stand terminated.
- 3.24 If any dispute or difference or claims of any kind arises between the Licensing Authority and the Licensee in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the Termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them, failing which the courts of Chhattisgarh only shall have the jurisdiction to decide.

- 3.25 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Raipur/ Chhattisgarh, shall have jurisdiction over all matters arising out of or relating to this Agreement.
- 3.26 This license shall be governed by the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."

<p><b>SIGNED, SEALED AND DELIVERED BY</b></p>          <p><b>Chief Executive Officer</b></p> <p><b>Naya Raipur Development Authority</b></p> <p><b>Raipur (C.G.)</b></p>          <p><b>in the presence of</b></p>  <p>1.-----</p>  <p>2.-----</p>	<p><b>SIGNED, SEALED AND DELIVERED BY FOR</b></p> <p><b>AND ON BEHALF OF</b></p>          <p><b>Name of the Licensee</b></p> <p>Address</p>          <p><b>in the presence of</b></p>  <p>1.-----</p>  <p>2.-----</p>
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**Schedule-II : Letter of Award (LoA)**

**Schedule-III : Copy of Money Receipt (Advance License Fee)**

**Schedule-IV : Copy of Money Receipt (Security Deposit)**