

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA NEW DELHI
ESTATE DEPARTMENT

OPEN BID NOTICE

OPPORTUNITY TO AVAIL COMMERCIAL & RESIDENTIAL UNIT IN PRIME LOCATIONS OF NEW DELHI AREA

This is with reference to the advertisement published in Hindustan Times, Navbharat Times, Hindustan & Navbharat on 11.1.2015, NDMC invites open bids from Individuals/Companies/Govt. Departments or any other agency on the prescribed form for allotment of 68 vacant units on **"AS IS WHERE IS BASIS"**

Sl. No	Location/Premise No.	Trade	Reserve License fee	Earnest Money
1	Flat No.3, Yashwant Place, Chanakya Puri 1686.95 sqft	Residential	Rs.70,000/-pm	Rs.1,00,000/-
2	Shop No. LG-57, Palika Place 54.27 sqft	Non-Licensable	Rs.4000/- pm	Rs.50,000/-
3	Shop No.UG-40, Palika Place 25.61 sqft	Non-Licensable	Rs.1800/- pm	Rs.50,000/-
4	Stall No.26, Malcha Marg Mini Market (Reserved for Physically andicapped) 98.41 sqft	Non-Licensable	Rs.27000/- pm	Rs.1,00,000/-
5	Office Space at Gr. Floor, Chanderlok Building, Janpath 112 sqft	Office only	Rs.30,000/-pm	Rs.1,00,000/-
6	Office Space at Stilt Floor, Chanderlok Building, Janpath 234sqft	Office only	Rs.50,000/-pm	Rs.1,00,000/-
7	Office Unit No.34, Palika Place 595.06 sqft	Office only	Rs.43,000/-pm	Rs.1,00,000/-
8 to 13	Office Unit No.4, 5,6,8,40 & 41 Palika Place (6 units) 505.59 sqft each	Office only	Rs.36,000/-pm	Rs.1,00,000/-
14 to 21	Office Unit No.12, 15,19, 20, 23, 24, 27, 45, Palika Place (8 Units) 254.78 sqft each	Office only	Rs.18,000/-pm	Rs.1,00,000/-
22 to 29	Office Unit No.48, 52, 53, 57, 60, 61, 64 & 65 Palika Place (8 Units) 254.78 sqft each	Office only	Rs.18,000/-pm	Rs.1,00,000/-
30 to 37	Office Unit No.13, 14,17,18, 21,22, 25, 26 Palika Place (8 Units) 198.17 sqft each	Office only	Rs.14,000/-pm	Rs.1,00,000/-
38 to 45	Office Unit No.46, 47,51,54, 58,59,62 &63, Palika Place (8 Units) 198.17 sqft each	Office only	Rs.14,000/-pm	Rs.1,00,000/-
46 to 47	Office Unit No.33 & 66 Palika Place (2 Units) 349.45 sqft each	Office only	Rs.25,000/-pm	Rs.1,00,000/-
48	Shop No.4, Palika Parking,128 sqft	Non-Licensable	Rs.31,500/-pm	Rs.1,00,000/-
49	Shop No.G-48, Palika Place 157.58 sqft	Non-Licensable	Rs.14,000/-pm	Rs.1,00,000/-
50	Office space at terrace of 10 th floor, Mayur Bhawan, 6500 sqft	Office only	Rs.8,45,000/-	Rs.10/- Lac
51	Shop No.1, Food Court, Hanuman Mandir Complex (Reserved for	Licensable Trade	Rs.20,000/-pm	Rs.1,00,000/-

	SC/ST candidates) 136.65 sqft	(Veg snacks & sweets)		
52	Shop No.2,, Food Court, Hanuman Mandir Complex 136.65 sqft	Licensable Trade (Veg snacks & sweets)	Rs.20,000/-pm	Rs.1,00,000/-
53	Shop No.6,, Food Court, Hanuman Mandir Complex 136.65 sqft	Licensable Trade (Veg snacks & sweets)	Rs.20,000/-pm	Rs.1,00,000/-
54	Shop No.3, Food Court Hanuman Mandir Complex 136.65 sqft	Licensable Trade (Veg snacks & sweets)	Rs.20,000/-pm	Rs.1,00,000/-
55	Shop No.4, Food Court Hanuman Mandir Complex 136.65 sqft	Licensable Trade (Veg snacks & sweets)	Rs.20,000/-pm	Rs.1,00,000/-
56	Shop No.4, Palika Niwas Housing Complex, 241 sqft	Non-Licensable	Rs.9,000/- pm	Rs.50,000/-
57	Shop No.1, Mohan Singh Place, 140 sqft	Non-Licensable	Rs.6,300/- pm	Rs.50,000/-
58	Shop No.16, Palika Parking, 131.59 sqft	Non-Licensable	Rs.31,500/-pm	Rs.1,00,000/-
59	Stall No.UM-4, Udyan Marg, 36 sqft	Non-Licensable	Rs.7,000/- pm	Rs.50,000/-
60	Flat No.6, Main Market Lodhi Colony,	Residential purpose	Rs.70,000/-pm	Rs.1,00,000/-
61	Stall No.43, Baired Lane Market 159.52 sqft ,	Non-Licensable	Rs.27,000/-pm	Rs.1,00,000/-
62	Shop No.G-11, Palika Bhawan 195 sqft	Non-Licensable	Rs.37,000/-pm	Rs.1,00,000/-
63	Shop No.7, AIIMS Subway (Old No.5 near gate No.1 Safdarjung hospital, 81.35sqft	Non-Licensable	Rs.62,000/-pm	Rs.1,00,000/-
64	Shop No.1, AIIMS Subway, 125.89 sqft,	Non-Licensable	Rs.95,000/-pm	Rs.1,00,000/-
65	Shop No.9, AIIMS Subway (Old NO.2), 133.37 sqft	Chemist	Rs.1,01,000/-pm	Rs.5,00,000/-
66	Shop No.2, AIIMS subway (Old No.9), 88.66 sqft,	Non- Licensable	Rs.67,000/-pm	Rs.1,00,000/-
67	Shop No.SG-6, Palika Bhawan, 136.25 sqft	Non-Licensable	Rs.16,500/-pm	Rs.1,00,000/-
68	Pan Thara at Jai Singh Road, 24 sqft (Court Case Allotment subject to outcome of pending LPA)	Pan Biri Cigarette	Rs.2,000/- pm	Rs.50,000/-
Cost of Bid Form		Rs.1,000/- each (Non-refundable)		
Date of Sale of Bid Form/Last date of sale of Bid Form		22.1.2015 to 28.2.2015 Between 10.00 AM to 2.00 PM		
Date of Bidding Units Sl. No.01 to 15 Sl. No.16 to 30 Sl. No.31 to 45		23.3.2015 24.3.2015 25.3.2015		

Sl. No.46 to 60	26.3.2015
Sl.No. 61 to 68	27.3.2015
Venue of Bidding	Conference Hall of Convention Centre, NDCC Phase-II, Jai Singh Road
Bidding Time	10.00 AM onward (Participants/Bidders are requested to report at 9.00 AM for checking of documents)
Amount of Earnest Money to be enclosed with Bid Form through DD/Bank Draft	As mentioned in the bid form against each unit

Licensable or non-licensable trades would be as per NDMC Act, 1994/decisions of the Council from time to time and license as required needs to be obtained by the allottees/licensee from the respective departments after completing the required formalities.

The Earnest Money in the shape of Bank Draft/Pay Order in favour of Secretary, NDMC with name of bidder and unit no for which bid is submitted at the back of the Bank draft/Pay order for each shop should be enclosed separately. Bank Draft/PO submitted for a particular shop/unit cannot be used for any other unit if the bidder is not successful. If the bidder manages to submit the same demand draft/Pay Order for other unit(s), the bid of such bidder would be treated as cancelled on detection.

In case of non-licensable trade, no request for change of trade will be entertained for a minimum period of 3 years from the date of occupation after allotment, after which on merits of each case as per policy of NDMC.

Separate form for each shop should be submitted. Photocopy of the form will not be accepted.

HOW TO APPLY

The bid form along with terms and conditions of license and list of vacant units will be available **at CRB Section, Ground Floor, Palika Kendra, New Delhi on payment of Rs.1000/- each** on all working days from **22.01.2015 to 28.2.2015** between 10:00 a.m. to 2:00 p.m. The bid form can also be downloaded from the web site www.ndmc.gov.in. Downloaded bid form will be valid only if it has unique Sr. No. generated and no photocopy of the same form will be accepted even if original form is produced as cancelled etc. Bid will be valid only after the cost of the bid form is paid and other required formalities are completed.

The bid form alongwith terms & conditions duly signed and completed in all respect accompanied by the requisite participation fee/Earnest Money **(in the shape of Bank Draft/Pay order in favour of Secretary, NDMC)** should be deposited on the bidding day before the start of the bidding. For any clarification/enquiry in respect of above please contact **SO (Estate) in Room No. 5009/Dy. Director (Estate-I), Room No. 5006, Palika Kendra, New Delhi between 10:00 am to 3:00 p.m** on any working day. The participation fee/Earnest Money of the unsuccessful bidder will be refunded at the spot on written request, however the demand draft/PO in such cases cannot be used for other bids. Bid form received by post will not be entertained.

NDMC RESERVE THE RIGHT OF ALLOTMENT OR REJECTION OF ANY/ALL BIDS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

DIRECTOR (ESTATE-I)



NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA : NEW DELHI
(ESTATE DEPARTMENT-I)

Valid upto

Form No.....
Cost of Bid Document **Rs.1000/-**
(One Thousand only) for each unit

BID/APPLICATION FORM FOR LICENSING OF OFFICE SPACE/SHOPS/KIOSKS/STALLS ETC.
No. _____ New Delhi.

1. Name of the applicant. (In Block **Letters**) _____
2. Age _____
3. Father's/Husband's Name _____
4. Complete Residential Address _____
(Attach copy of proof) _____
5. Permanent Residential Address _____

6. Present Occupation _____
7. Telephone No. Office/Residence _____
8. In case the Bidder's/Applicant's Bid is accepted in whose name the allotment is to be made i.e. whether in the name of applicant or firm or in company's name : _____

(ii) In case of Firm/Company give names of the Proprietor or partners (as the case may be) with parentage and residential address (both existing and permanent)

Name of the Proprietor/ Partner's	Parentage	Age	Residential Address existing / permanent
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a)

b)

iii) In case of Company/Firm whether the Bidder/applicant is authorized to apply on behalf of the Company/Firm and if so that is one status of applicant in the Company/Firm also furnish an authority letter empowering the applicant to apply for allotment for the Office space/Shop/Stall/Kiosk/ _____

Note:

- a) In case of the Bid being made by a Partnership firm the Bidder/Applicant should be accompanied by an attested copy of Partnership deed.
 - b) In case of Private Ltd. Company, a copy of the memorandum of Association should be enclosed with the Bid form.
9. Trade proposed to be run in the office space/ shop/kiosk/stall _____
 10. Permanent Income Tax Account No. _____
 11. Amount of Earnest Money/Participation fee deposited Rs. _____
 12. Bank Draft No. & Date _____

13. Whether the bidder/applicant (with reference to Col. No.8 (i), (ii) & (iii) or his dependent was/is in occupation of any Municipal or Government/Private Shop/Office Unit Premises in the Union Territory of Delhi of Delhi or Outside Delhi, if so.

a) Particulars of accommodation _____

b) Trade being run therein _____

c) Monthly licence fee/rent being paid thereof _____

14. Any other information which the bidder/applicant may like to furnish

15. Name of Bankers with Account No. _____

Signature of Bidder /Applicant

Address _____

Date: _____

I/We have gone through the contents of the bid/application form carefully and the information furnished by me/us is true to the best of my knowledge and belief and nothing has been concealed therefrom. I/We have also read carefully the terms and conditions of allotment annexed herewith which I/We shall abide by. I/We agree to the allotment of office space/shop/stall/kiosk etc. in question being made on 'As is where is basis'.

Signature of the Bidder/Applicant



**MEMORANDUM OF INFORMATION AND PARTICULARS OF OFFICE
SPACE/SHOPS/STALLS/GODOWN ETC IN NDMC AREA.**

- (i) Bidders are advised in their own interest to visit and see the premises in question before bidding.
- (ii) Bid forms duly filled in together with terms & conditions of allotment signed by the Bidder and Bank Draft/Pay Order of requisite amount towards participation fee/earnest money drawn in favour of Secretary, NDMC, should be deposited before the start of Bid on the dates as mentioned.
- (iii) Incomplete Bid forms or having cuttings/overwriting will not be entertained and are liable to be rejected. In this connection decision of the competent authority shall be final and binding.
- (iv) The allotment shall be made purely on "AS IS WHERE IS BASIS" and no representation shall be entertained in this regard.
- (v) Auction/Bidding of vacant units will be held in the Conference Hall of NDCC-II Building, New Delhi on the dates as mentioned.

(vi) ELIGIBILITY FOR ALLOTMENT:

- a) Bids are invited on the prescribed form from individual, Corporate Houses/Govt. Department or any other agency. He/She will have to furnish a proof of the same in such manner, as may be required by the NDMC
- b) The applicant should not be less than 18 years of age.
- c) The applicant shall have to pay Participation fee/Earnest Money in the shape of Bank Draft/Pay Order drawn in favour of Secretary, NDMC, New Delhi alongwith the Bid forms.
- d) If the applicant is an individual then he/she should not have any property on lease/licence or owned either in his/her spouse or any of the dependent unmarried children in the National Capital Territory of Delhi at the time of Bid for the same.
- e) The applicant shall have to annex with his/her Bid form a certificate issued by the competent authority or such other authority as may be decided by the NDMC from time to time entitling the applicant to apply under any of the reserved category.
- f) The applicant should not be unsound mind.
- g) The applicant should not be declared insolvent.
- h) The applicant applying for allotment of shops will have to furnish the required affidavit of non-owning of shop but Govt. Deptt. /Autonomous Body/Govt. Undertaking /Govt. Boards and Pvt. Ltd. Co. can apply for allotment of any number of units.
- i) The applicant should not be defaulter of Municipal dues of NDMC or any Municipal Authority within the NCT of Delhi.
- j) The applicant shall have to enclose the attested photocopy of Voter Identity Card/Driving License /Passport or Bank Statement in original in support of residential proof with the Bid form.
- k) The Bidder applying for allotment of vacant units should be PAN Holder.
- l) The fresh Bid form will have to be furnished by the bidder, in case he/she is not successful in the bid applied for and will have to pay the cost of Bid Form afresh.
- m) The representative of Bidder will have to produce authorization if bid is given by the representative on behalf of Bidder.
- n) Bidder can accompany only one person at the time of Bidding.
- o) The bidder will not have any right if offer at or above the reserve price is not accepted by Licensor, NDMC.



TERMS AND CONDITIONS OF ALLOTMENT

1. That the Council reserves the right to allot the premises to any person/persons. It may be deemed proper and to reject any or all the Bids/application without assigning any, reason.
2. That the licence shall be for a period of 10 financial years with enhancement of licence fee every financial year as per policy of the Council from time to time in the first instance and thereafter it shall be the entire discretion of the licensor to renew or not to renew the period of licence, in case it is decided by the licensor that the licence be renewed, it shall be renewed as per section 141(2) of the NDMC Act 1994 and before its renewal, the licensee/licensees is required to obtain NOC/clearance of the dues from the respective department of the licensor for a further period as decided by the licensor from the day following the date on which the terms of the licence expires at a licence fee calculated at the rate of licence fee payable under the present licence plus its renewal charges as decided by the licensor or by the percentage as applicable under the Policy of the Council for the time being in force as monthly in licence fee of the renewed licence provided the licensees exercise his/her/their option for renewal of licence present licence and the licensees complete all the required formalities for renewal of licence within the stipulated period of 60 days. In case the option for renewal is not so exercised and the formalities are not completed within stipulated period to the satisfaction of the licensor it shall be presumed that the licensees is not interested in further renewal of his/her/their licence beyond the date of expiry of term of the present licence and in the event of the licensees/licensee not surrendering the vacant possession of the premises within the stipulated period under this deed, the licensees/licensee shall render himself/herself/themselves liable for action for eviction and recovery of damages under Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
3. That the licensee shall offer monthly licence fee for the space in the premises on 'As is where is basis' per sq.ft. per month on the basis of the covered area which will be for a period of 10 financial years subject to enhancement of licence fee every financial year as per policy of the Council from time to time. The licensee shall be liable to payment of difference of licence fee, security etc. if any per sq.ft. p.m. on the covered area allotted based on re-measurement done at the time of taking possession of the premises.
4. That the licensee/licensees shall complete the usual formalities in 10 days of the issue of the offer letter. The licensee shall furnish three copies of the latest photographs of passport size duly signed by the licensee/licensees and attested by the Gazetted officer or Magistrate 1st Class or Notary Public. He/She /They will also be required to produce attested photocopy of Ration Card and Identity Card issued by the Election Commission.



5. That the licensee shall be required to deposit 10 months licence fee in the municipal treasury on receipt of acceptance of the offer. Out of this deposit, licence fee equal to 08 months licence fee will be reckoned and adjusted towards security for the fulfillment of the contractual obligations and the balance amount will be adjusted against monthly licence fee becoming due for two months from the date of commencement of licence. No interest will be payable on this deposit. Earnest money deposited by the Bidder/applicant shall be adjusted in the security referred to above.
6. That each Bidder shall attach the bid application earnest money in the shape of Bank Draft in favour of Secretary, NDMC. The earnest money so deposited by a Bidder(s) whose bid is not accepted shall be refund/returned after the committee has taken a decision regarding acceptance/rejection of the bid.
7. That the liability for payment of licence fee would commence from the 10th day of issue of allotment letter. The licence fee will commence from the said date irrespective of the date of actual taking over of occupation of the premises/ space and the request of the licensee (s) to offer the date of commencement of licence fee will not be entertained for any reasons whatsoever.
8. That in the event of expiry of the terms of the period or cancellation of the licence, the licensor shall have right to disconnect the electric and water connection without further reference. The licensee/licensees is/are also required to obtain the health licence from the Health Department if the public premises is allotted for licensable trade.
9. That the licensee/licensees will be entitled to a discount equal to the amount of the increase over and above the licence fee referred to in condition No. 10 if payment is made by the due date as per licence agreement.
10. That in case the monthly licence fee is paid after the expiry of the particular month for which it is payable, interest at the rate 1% per month from the 1st of succeeding month when allottee fails to pay the licence fee or as decided by the Council from time to time, shall be payable by the licensee(s) on the amount of licence fee remaining outstanding beyond the due date and falling in arrears, such interest shall be charged for full month if licence fee is not made by the due date with arrears if any, and such interest shall continue to accrue to the licensor till the account is finally squared up.
11. That if the licence fee hereby reserved or agreed or any part thereof shall at the time be in arrears or remain unpaid after the due date or if the licensee at any time fails or neglects to perform or observe any of the terms and conditions herein contained and on his/their part to be observed and performed then and in that event the licensor may without prejudice to



its right to revocation of the licence as licensor by giving 10 days notice in writing to the licensee determine the licence, take effective steps for resumption of the premises in question or any part thereof on the whole.

12. That the licensee shall secure necessary permission or licence, if any, from competent/appropriate authority in order to run the trade in the premises but in no circumstances the delay in the issue of such permission or licence or refusal to issue the same shall exonerate the licensees from paying the licence fee for the entire period of the licence. In this regard, the licensees, if asked by the Medical Officer of Health, NDMC or any other competent authority to satisfy certain requirements shall provide any or all such requirements at his own cost. In the event of the licence for running a particular trade is not granted or is refused for any reasons whatsoever the licensees shall apply for change of trade and shall run only such trade as may be permitted by the licensor and for which licence, if any, is granted by the competent/appropriate authority under provisions of rules bye-laws etc. No request of change or addition of trade will otherwise be entertained.
13. That the licensees shall not permit the allotted premises or any part thereof to be used by any other person for any purpose whatsoever without the previous consent in writing of the licensor and in default thereof shall be liable for ejectment. The licensee (s) shall not introduce any partner nor the licensee shall transfer possession of the premises or any part thereof permanently or temporary or otherwise carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate his interest in the premises.
14. That the licensees (s) shall make use of the premises for allotted business only and in so doing shall keep the verandah in front of the premises in question, the compound and the lane or bye-lane of the market clear and he/she/they shall not cause any obstruction or encroachment whatsoever in the verandah, the compound lane or bye-lane of the market under any circumstances. If at any time it comes to the notice of the licensor that the verandah in front of the said premises or the compound lane or bye-lane of the market is being used by an unauthorized person with the connivance of the licensee(s) or that the licensees have put up any hoardings, show-cases etc. or stacked any goods in the verandah, compound lane or bye-lane of the market which obstruct the normal movement of the customers or other licensees, the licensor shall be entitled forthwith to determine the licence without assigning any reasons and without service of any notice to the licensees and to claim/damages remove such encroachment after the licensee, reasonable opportunity envisaged under Section 225 of the New Delhi Municipal Council Act, and to claim damages at such rates as may be decided by the licensor which will be final and binding on the licensee.
15. That the licensees shall not cook, manufacture or prepare any food in or outside the premises or in the verandah outside thereof nor shall he/she/they allow any person to do so.



16. That the licensee(s) shall not keep any animal or conveyance in or outside the premises.
17. That the licensee shall fulfill and diligently comply with all the directions general or special ordered by the licensor from time to time.
18. That the licensees shall keep the premises neat and clean and shall not employ or permit to be employed or allow to enter into or remain in the said premises any person suffering from any contagious, loathsome or infectious disease.
19. That the licensee(s) shall be licensed the said premises equipment, installations, fittings and fixtures provided, if any, on 'As is where is basis' and the licensee shall not make any additions/alterations in the licensed space installations installed if any, including electric installations and wiring without the prior permission of the licensor in writing. Necessary light and fan points shall be provided by the licensee at his own cost.
20. That the licensee(s) shall not carry out any additions/alterations in the premises, if any, additions/alterations are required by the licensee, a request to this effect may be made in writing to the licensor who may consider the same on each terms and conditions as may be deemed appropriate. Where any additions alterations are ultimately carried out on payment of addition licence fee or to otherwise the same shall vest in the licensor and the licensee(s) shall not be entitled to remove the same or to claim any compensation whatsoever in respect of the same at the time of vacation of the premises. The licensee shall not make any opening in the side or back wall etc. in any manner whatsoever.
21. That the effective day to day maintenance, watch and ward sanitation of the licensed premises and attending to no current complaints from meter onwards, routine and periodical maintenance will be the responsibility of the licensee(s). In the event of failure of the licensee to carry out effective day to day maintenance of the premises to the satisfaction of the licensor or any repair which the licensor may consider necessary to be carried out without delay or loss of time to avoid wastage of electricity and damage to the property and responsibility of which is otherwise that on the licensee, the licensor may get the work done on behalf of the licensee and in that event the licensee shall pay to the licensor the entire cost incurred in this behalf besides departmental charge.
22. That the licensor shall carry out annual repair to the licensed premises which shall mean only yearly white colour wash in fashion and in the manner, the same is done at the time of grant of licence, while paint work in the premises as now painted will be done once after every three years.



23. That the licensees shall not do anything in or outside the licensed premises which may create nuisance or may cause annoyance to the neighbours and/or to the licensor.
24. That the overall control and supervision of the premises shall remain vested in the licensor through its authorized representatives will have the right to inspect the premises or part of the licensed premises, as and when considered necessary, with respect to its bona-fide use and in connection with the fulfillment of the other terms and conditions of the licence.
25. That the licensee will have to obtain electric connection' and will bear the electric consumption charges by himself and themselves would get the load for light and power sanctioned in his name after completing all the formalities like deposit of new connection fee, security etc. if any additional load is required the licensee(s) shall apply on prescribed proforma to Electricity Department and NDMC along 'No Objection' from the Secretary, NDMC which will be examined as per prevailing rules and its technical feasibility.
26. That the licensee(s) shall be responsible for keeping the accommodation licensed to him/them in proper condition and in a manner befitting the building. The licensee(s) shall not damage or cause it to be damaged. In case of any damage the licensee(s) will be liable to compensate the licensor to the extent and for the amount as may be determined by the licensor.
27. That the common area will be maintained by the licensor.
28. That the licensee(s) shall not display any neon signboard or advertisement board etc. without prior permission of the licensor. The licensee shall be responsible to pay the advertisement tax or any other charges leviable by the NDMC, if any, neon signboard or advertisement board etc. is installed with the prior permission of the licensor.
29. That the licence is revocable at the will of the licensor and does not create or vest any interest of the licensee(s) in the licensed premises. In case the licence is cancelled before the expiry of the term of the licence or on the expiry of the term of licence, in the event the licensee(s) shall not remove from the licensed premises the furnishings fittings and fixtures etc. belonging to the licensee(s) of the type, removal of which is likely to cause damage to the building and the same shall belong to the licensor decided not to retain all or any of the firings, furnished the licensee(s) shall remove the same peacefully and restore the licensed space to its original condition at his own cost.
30. That the allotment of the premises in favour of the licensee would be purely temporary one and the same shall be a bare licence which is revocable at any time without assigning any reasons and in the event of revocation of



the license on account of breach of any of the terms and conditions of licence, the licensee(s) shall be bound to quit the premises within 10 days of the notice of revocation of the licence and shall not claim any compensation for any resultant injury thereof.

31. That the licensee(s) shall provide at his/her own cost the board on the premises as may be prescribed by the licensor from time to time the licensee shall fulfill and abide by all the provisions of the NDMC Act, bye-laws, rules and regulations made thereunder and the provisions of Delhi Shop and Establishment Act and those of any other laws for the time being in force or introduce hereafter.
32. That the licensee(s) shall be jointly and severally responsible to any the licence fee/damages if any and for faithful observance of the terms and conditions of the licence.
33. That in the event of the licensee(s) being desirous to surrendering the licensed premises before the expiry of the term of licence he/she/they can do so by giving one month's notice in writing to the licensor terminating his/her/their liability on the date of expiry of the said notice or on the date of handing over the possession of the licensed premises whichever is later, provided the outgoing licensee before handing over the possession clears all the municipal dues including damage charges, if any. Clearance of the dues will be essential condition for acceptance of the notice. In the event of non-payment of the dues before the date of expiry of notice period the time taken in clearing the municipal dues will automatically postpone the date of notice period and the period of notice in that event will expire on the date of clearance of dues.
34. That any communication or notice on behalf of the licensor in relation of the licence may be issued to the licensee by an officer of the licensor and all such communications and notices may be served on the licensee either by the registered post or under certificate of posting or by ordinary post or by hand delivery or by affixing the same to some conspicuous part of the licensed premises which shall be deemed to be a due service on the licensee.
35. That in the event of the breach of any of the terms and conditions of licence and/or cancellation with or without assigning any reasons, the licensee shall hand over the vacant possession of the premises without any resistance or obstruction and give complete control of the premises to the licensor in a peaceful manner within 10 days from the issue of notice of cancellation of allotment and shall also be liable to pay damages at the rate as may be determined by the licensor from time to time from the date of the cancellation of licence till the date of vacant possession of the premises is handed over by the licensee to the licensor, besides, forfeiting the security deposit. The licensee shall also be responsible for making the damages, losses etc. to the licensed premises, fittings and fixtures noticed by the




licensor at the time of vacating the licensed premises by the licensee except for depreciation arising out of normal wear and tear and usage. The decision of the licensor as the licensee shall not claim any compensation for any resultant injury thereof.

36. That in case the licence is cancelled by the licensor the unauthorized occupant of the Public Premises viz. the erstwhile with all other unauthorized occupants, if any, shall be liable to pay the damages at the rates as may be as determined by the licensor from time to time. Besides, an interest at the rate 12% per annum or as decided by the Council from time to time, shall be paid on the sum calculated as damages if the damage charges as determined by the licensor are not deposited in the Municipal Treasury within the stipulated date i.e. 10th day each Calendar Month. Interest shall be charged for full month, if the payment is made after the stipulated date and shall continue to accrue to the licensor till the account is finally squared up.
37. That the licence shall stand ip-so-facto determined without any right to compensation whatsoever to the licensee in any of the following events:-
- i) If the licensee(s) being an individual or if a firm any partner in the license firm shall die or at any time be adjudged insolvent or shall have a receiving order or orders for administration of this effect made against him or shall take any proceedings for a liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment to this effect or enter into any arrangements or composition with the creditors or suspend payment or shall introduce a new partner or shall change the construction of the Partnership or if firm is dissolved under the Partnership Act.

OR

- ii) If the licensees being a company shall pass a Reso. or the Court shall make an order for the liquidation of its affairs or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or Manager.

Provide always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall thereafter accrue to the licensor.

38. That on the expiry of the period fixed for the licence or in the event of revocation of the licence under the terms and conditions or on non-user of the licensed premises for a period of 30 consecutive days the licensor shall be entitled to re-enter upon the premises and assume exclusive charge
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thereof and deal with it in such a manner as it may deem fit. Any belongings of the licensee, if found in such premises shall be liable to be auctioned unless claimed within one month of the assumption of such possession by the licensor. The licensor shall further be entitled to appropriate out of the proceeds of such sale the money due to the licensor from the licensee.

39. That the premises are licensed to the licensees on the basis of his declaration contained in his affidavit dated 22.3.2014 to the effect that he or any member of his family dependent upon him is not having any other business premises on rent or on licence from any source whatsoever or having his own commercial property in Delhi, New Delhi, Faridabad. If at any stage it comes to the notice of the licensor that the licensee has suppressed this information and/or has given a wrong declaration, the license shall stand determined ip-so-facto and the licensee shall vacate the premises. In case the licensee fails to quit the premises, in question, shall also be liable for payment of damages as may be determined by the licensor from the date of premises were allotted to him.
40. That the licensees shall not call in question or raise any dispute regarding quantum of licence fee as agreed to either before the council or before any court of law. If the licensee raises any such dispute, he shall render his licence to be cancelled forthwith.
41. That the licensee(s) shall be liable to compensate the licensor to the extent of damage caused to the shop due to the outbreak of fire, leakage, seepage or water entering into the shop due to the negligence and improper maintenance of the premises by the licensees.
42. That notwithstanding anything contained in any of the terms and conditions mentioned herewith, the licensor shall have the above right at all times to undertake any addition construction to ensure better utilization of the building and to improve its revenue. The licensee shall not claim any reduction in the agreed licence fee on this count.
43. That the licensee(s) shall obtain information regarding fire fighting arrangements and shall make any/all arrangements/provisions for the fire detection safety/fighting arrangement as may be prescribed by the Chief Fire Officer/ Licensor or any other code/standard practice or by any competent authority in this behalf with the prior approval of the licensor within 30 days of the grant of licence or occupation of the licensed premises whichever is earlier.
44. That the monthly licence fee to be mentioned in the agreement shall be payable in advance on or before the 10th day of each English Calendar month of the use and occupation of the said premises.



45. That the licence fee quoted by the bidder shall be increased by 5% to become the licence fee payable. In the event of the bidder offer being accepted the total amount after so increased amount shall be licence fee to be mentioned in the licence deed.
46. That in case the licence in use and occupation of the premises is determined or cancelled by the licensor the unauthorized occupant will have no right to consume the electricity supply to the said premises without any reference or notice or to disconnect the electricity supply to the said premises without any reference or notice.
47. That the earnest money is likely to be forfeited in case the bidder on acceptance of his offer fails to complete any of the formalities of allotment or withdraw or amend his offer (after submitted the Bid/application).
48. That in case the licensee wants to pay the licence fee by cheque then the crossed cheque in this behalf should be drawn by the licensee himself through his own bankers and in no circumstances the cheque are sent by any other person on behalf of the licensee would be accepted. In case the cheque drawn by any third party other than the licensee is deposited in the municipal treasury towards the payment of licence fee or other dues under this agreement, the licensee shall be responsible to fully indemnify the Council in the event of any loss which may result due to the dishonour of such cheque presented by any third party.
49. That the Court of Estate officer, NDMC, New Delhi only shall have the jurisdiction to entertain any application in respect of any proceedings under this agreement.
50. That the licensees shall obtain information and make all arrangements/provisions necessary for fire prevention and fire safety/arrangements as may be prescribed by the Chief Fire Officer or any other code/standard practice or by any other competent authority in this behalf at his/her own cost. The licensees shall carry out the work of providing the fire prevention and fire safety measures to the full satisfaction of the Chief Fire Officer, Delhi or any other competent authority in this respect. In the event of the failure of the licensees to do the needful, the licensor may get the work done for and on behalf of the licensees and in that event the license shall pay to the licensor the entire costs (including the departmental charges) incurred in this behalf. After installation of the fire preventive and fire safety equipments in the premises as per the requirements of the Chief Fire Officer, or any other competent authority in this respect, the licensee shall maintain and operate the fire prevention and fire safety arrangements/system in the building. The licensee shall pay the service charges for the services rendered by the licensor for operation and maintenance of the fire prevention and fire safety arrangements in addition to the licence fee determined for the premises. The non-payment of the service charges on this account shall be treated as breach of terms and



conditions of licence and shall render the licence liable to be revoked/cancelled.

- (b) The licensee shall not disturb, modify or alter the existing fire fighting systems installed in the licensed premises. Prior permission in writing from the Chief Fire Officer/Fire Officer/Competent Authority for making any additions/alterations/modification in the existing fire fighting system is necessary. In case the existing fire fighting system is disturbed or any damage is caused to the system, the same shall be made good by the licensee.
 - (c) The licensee shall provide the following minimum fire fighting appliances in the licensed premises in consultation with the Fire Officer at his own cost :-
 - (i) Fire Extinguishers as per IS: 2190
 - (ii) Illuminated Exit signages.
 - (iii) Emergency light with battery back up.
 - (iv) The electric wiring should be conduit/concealed type.
 - (v) Smoke Ventilation/Exhaust fans.
 - (d) The licensee shall provide the fire prevention and fire safety measures in the licensed premises in accordance with National Building Code of India 1983 (Part-IV)/Delhi Building Bye Laws 1983.
 - (e) The licensee shall not refuse the licensor for providing any addition/alteration in the existing fire fighting system.
51. That the licensee while fixing his/her name board at the appropriate place shall invariably use Hindi language at the top besides any other language he/she may like to use.
52. That breach of any of these conditions will entitle the licensor to cancel the allotment besides forfeiture of security deposited provided and sealing of the premises for further use.
53. That the licensee shall furnish the following documents within 10 days of acceptance of his offer :-
- a) Statement of accounts in respect of individual/firm.
 - b) Details of property, if any.
54. In addition to the above term and conditions the bidder shall abide by the following conditions also :-
- a) Bidder will have to pay 5% in addition to the quoted licence fee as cleanliness and maintenance alongwith sanitation & security charges.
 - b) No change of trade will be permitted.



- c) Cleanliness and maintenance of Hygienic condition around the premises is the responsibility of the allottees.
- d) No encroachment outside the premises will be permissible.
- e) Any type of unauthorized addition/alteration will lead to cancellation and disconnection of electric supply besides sealing of the premises.

I/We have gone through the contents of the bid form carefully and the information supplied is true to the best of my knowledge and belief and nothing has been concealed therefrom and I shall abide by the terms and conditions of bid.

Signature of bidder / Applicant
Address:

WITNESSES

Signature _____
Name _____
Son of _____
By Caste _____
By Profession _____
Resident of _____

Signature _____
Name _____
Son of _____
By Caste _____
By Profession _____
Resident of _____

Dy. Director (Estate)

Three sets of licence deed submitted by the allottee have been compared with the approved Performa of license deed and found in order. Further the facts and figure mentioned in the license deed are as per the approval of the competent Authority.

SO (Estate)

