

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
RAMAGUNDAM

TENDER: Tenders for running shops in different trades in Shopping Complex of Ramagundam Fertilizers and Chemicals Limited's Township.

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NOTE: The bidders shall satisfy themselves before submitting that no page or document listed above is missing from the tender Issued to him / them.



Ramagundam Fertilizers and Chemicals Limited

(A joint venture of RFCL, EIL, FCIL and TS)

Fertilizer City – 505 210, Ramagundam

Peddapalli (Distt)Telangana State

Email: rfcl.ramagundam@rfcl.co.in

Ref. no.: RFCL/SITE/HR/Estate/Shopping Complex/01

Date: 31/12/2019

TENDER NOTICE

Sealed Tenders are invited by Ramagundam Fertilizers and Chemicals Limited, Ramagundam, Telangana for running shops in different trades in sectors indicated below of the company's township in the measured areas allotted for five-years subject to the terms and conditions of Allotment Rules of Ramagundam Fertilizers And Chemicals Limited, Ramagundam –505210.

DETAILS OF THE LOCATION:

Place : SHOPS AS INDICATED BELOW IN RFCL Township, Ramagundam

Space (Area) : As indicated below;

SL No.	Shutter No	Shop No.	Shop Type	Dimension (in mtr)	Area (sq mtr)	Rent (Rs) From date of Allotment	Revised Rent with effect from 01.04.2021
1	1,2,3	1	Restaurant	13.5 X 6.5	87.75	4739	5686
2	4	2	Bakery	4.5 X 6.5	29.25	1580	1895
3	5	3	Fruits & vegetables	4.5 X 6.5	29.25	1580	1895
4	6	4	Grocery - II	4.5 X 6.5	29.25	1580	1895
5	7	5	Flour Mill	4.5 X 6.5	29.25	1580	1895
6	9	7	Auto Repair	4.5 X 6.5	29.25	1580	1895
7	15	11	Pharmacy	4.5 X 6.5	29.25	1580	1895
8	16	12	Electrical/ Electronic Repair	4.5 X 6.5	29.25	1580	1895
9	17	13	Garments	4.5 X 6.5	29.25	1580	1895
10	18	14	Shoe Shop	4.5 X 6.5	29.25	1580	1895
11	21	17	Stationary/ Photo Copy	4.5 X 6.5	29.25	1580	1895
12	22	18	Photo Studio	4.5 X 6.5	29.25	1580	1895
13	23	19	Tailor	4.5 X 6.5	29.25	1580	1895
14	24	20	Hair Saloon	4.5 X 6.5	29.25	1580	1895
15	25	21	Laundry/ Dry Cleaners	4.5 X 6.5	29.25	1580	1895
16	26	22	General Store/ Gift Shop	4.5 X 6.5	29.25	1580	1895
17	27,28,29	23	Grocery - I	13.5 X 6.5	87.75	4739	5686

Plus Property Tax, GST and all applicable Taxes from time to time.

- Type of Space** : Built up covered with RCC roof.
- Rent** : Minimum Rs. 54/- per square Metre per month excluding property tax and GST as applicable.
Rent will be revised @ 20% from 01.04.2021 and further by 20% after every 3 years. Rent and allied charges shall be payable monthly in the beginning of the month itself by 7th of every month.
- Taxes and Duties** : All applicable taxes with respect to the property being leased, including GST (at present 18%) on monthly lease rent, those levied by local/state/central Authorities time to time shall be charged from licensee at actual.. Any increase in statutory liabilities will have to be borne by the licensee.
- Water charges** : Rs.100/- per month towards water charges payable at present. Any increase in water charges will be communicated by RFCL engineer in charge, and the same will be applicable.
- Eligibility** : 1. Bidder should be the resident of Peddapalli, District of Telangana. Bids of Non-resident of Peddapalli District will not be considered. And Bidder shall submit domicile/residence certificate proof issued by Revenue Department, Government of Telangana as proof for resident of Peddapalli.
2. He should declare about relationship with any employee of RFCL. (Proforma attached as Annexure – II).
3. One bidder can only bid for one shop.
4. For the purpose of above point (3) Bidder means and includes any person, family member, relative who is dependent on the "Bidder" already bided for one shop.
5. In case it is found or brought to the notice of RFCL at any time that bidder has violated Point (3) & (4) above, all the bids relating to such bidders shall be summarily rejected.
- Requirement after allotment of Shop**
1. **For Pharmacy Shop –**
 - Drug Licence to be obtained within one month of allotment of the shop.
 - Salesman should possess Minimum qualification as Diploma in Pharmacy. Copy of the same should be displayed at the shop.
 2. **For Restaurant –** Food Licence to be obtained within one month of allotment of the shop.

Successful bidder has to submit the above-mentioned Licence/ Documents within 30 days of award of Letter of

Acceptance (LOA)/ Detailed Letter of Acceptance (DLOA) whichever is applicable. Non submission of the required documents within prescribed time period will be considered as cancellation of contract.

Validity of bid : 120 days from the Date of Opening of Tender.

Licence Period: 5 years from the date of issue of Letter of Acceptance (LOA)/ Letter of Acceptance (DLOA)

Documents to be Enclosed with the Tender:

The following documents are to be submitted with the Tender in the envelope No. 2, failing which the tender will be liable for rejection:

- Self-Attested copy of AADHAR.
- Domicile/Residence certificate proof issued by Revenue Department, Government of Telangana.

TERMS & CONDITIONS

- (1) Tender documents can be downloaded from website www.rfcl.co.in up to 12:30 Hrs on 31.01.2020.

(2) **Earnest Money Deposit:**

The Tender must be submitted together with a Demand Draft for Rs. 25000/- (Rupees Twenty Five Thousand only) for shutter no. 4,5,6,7,9,15,16,17,18,21,22,23,24,25,26 and Rs 75000/- (Rupees Seventy Five Thousand only) for Restaurant (shutter no. 1,2,3) and Grocery -1 (shutter no. 27,28,29) drawn in favour of "Ramagundam Fertilizers And Chemicals Limited payable at Ramagundam" on any Nationalised Bank/Scheduled bank except rural and co-operative banks towards Earnest Money Deposit (EMD). Earnest Money Deposit will be returned to all unsuccessful bidders after date of issue of award letter to Successful bidder and no interest would be paid thereon. Tender received without EMD and Tender Fee are likely to be rejected.

EMD will be forfeited if licensee fails to deposit one time non-refundable premium or fails to execute the license agreement or if bidder provides any false information or bidder withdraws bid during the period of bid validity.

(3) **Security Deposit/ Performance Guarantee:**

The Security Deposit is Rs. 25000/- (Rupees Twenty Five Thousand only) for shutter no. 4,5,6,7,9,15,16,17,18,21,22,23,24,25,26 and Rs 75000/- (Rupees Seventy Five Thousand only) for Restaurant (Shutter no. 1,2,3) and Grocery -1 (Shutter no. 27,28,29). For successful bidders EMD will be converted into Security Deposit for successful execution of the contract. Security Deposit should remain

valid for 6 months beyond the date of completion of licence period and the same will be returned without interest after the licence period is over and after surrender of the shop by the licensee and after completion of licensee's performance obligations under the contract & issue of No objection certificate by RFCL.

The above security deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contract or failure to breach of obligation under the contract.

The allocatees of the shops will be required to deposit eleven duly filled cheques without date/ date of consecutive months of rent amount in advance after every **LEAVE AND LICENSE AGREEMENT** of 11 months. And in case the cheque is dishonoured the penalty of twice the rent amount has to be deposited/ deducted. In case if the cheque is dishonoured for the second time in during the agreement period thereafter the total amount of security deposit will be forfeited and the occupants have to vacate the allocated shop immediately

- (4) **Tender shall be submitted in THREE SEPARATE SEALED ENVELOPES mentioning NIT No. and Date and Shop Name and Number as under: -**

Envelope No. 1:

Will be super scribed "**Earnest Money**" and shall contain earnest money deposit of Rs. 25000.00 / Rs 75000.00 whichever is applicable as per Tender in the form of a crossed Demand Draft issued by any Nationalised bank/Scheduled bank except rural and cooperative bank in favour of Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam

Envelope No. 2:

Will be super scribed "**Techno Commercial Bid**" containing the duly signed Tender Documents as token of acceptance of Terms and Conditions of NIT and Eligibility Criteria as mentioned in the NIT, all other documents and blank Price Bid (without mentioning the rate/amount) mentioning "Quoted/Not Quoted" in the prescribed for format of Price bid.

Envelope No. 3:

Will be super scribed "**PRICE BID/ Schedule of Rates**" and shall contain the rates of one-time non-refundable lumpsum ("Premium") in the specified preform attached. (Annexure I)

All the three sealed envelopes shall be submitted by the tenderer in a Big sealed envelope super scribed Bid for "Running Shops in RFCL, Township". With Tender Reference Number.

- (5) **OPENING OF TENDERS:**

Envelope No. 1:

Marked "**Earnest Money**" containing earnest money, envelope will be opened first on the scheduled date of opening of tender in presence of those tenderers who wish to be present at the time of Tender Opening.

Envelope No. 2:

Marked "**Techno Commercial Bid**" shall be opened of only those parties who have submitted the EMD.

Envelope No. 3:

Marked "**PRICE BID/ Schedule of Rates**" will be opened of those bidders who qualify in the technical bid /meeting the eligibility criteria and the date of opening of Price Bid will be intimated to technically qualified tenderers separately.

- (6) Tenderer should quote the non-refundable premium amount and tenderer whose one time non-refundable premium will be highest will be considered for award of contract .

If more than one person/bidder quotes the same rate (price), auction will be conducted among them/ such bidders will be called to offer mark-up/increase in sealed envelope and based on maximum mark-up/increase offered by bidder, the highest bidder among the above will be treated as a successful bidder.

- (7) The issue of a Letter of Acceptance (LOA)/Detailed Letter of Acceptance (DLOA) shall construe the intention of the RFCL to enter into contract with the successful bidder. The successful bidder shall within 15 days of issue Letter of Acceptance (LOA)/ Detailed Letter of Acceptance (DLOA), give his acceptance along with performance security, one time premium and sign the leave and license agreement (Annexure - II) with RFCL. The signing of agreement shall construe the award of contract to the bidder

Rent will be charged from the date of allotment of shop. Successful Tenderer should start his business within 45 days from the date of allotment of shop. The successful bidder will be required to execute a leave and license agreement with RFCL as per the norms prescribed. The possession of the shops will be handed over to the successful tenderer on submission of Security Deposit, deposit of Premium and after entering into a leave and licence agreement.

The list of the inventory of the items available in the premises, to be handed over to the successful tenderer along with the shop, would be prepared at the time of handing/taking over possession of the building and all the said items shall be returned to RFCL on expiry of the lease or early termination thereof

Deposit of Premium: Successful bidder shall be required to deposit one time premium within 15 days of issuance of LOA.

- (8) The period of Leave & Licence Agreement will be for eleven months and renewable at the option of RFCL based on the satisfactory performance.

- (9) Compliance with the various statutory requirements, norms and rules and regulations prescribed will be the responsibility of the licensees including the financial implications thereof.
- (10) Model Leave & Licence Agreement which shall be executed will be provided by RFCL for execution to the successful tenderer on allotment in stamp paper valued Rs 200 to be borne by the licensee, and any registration fee shall also be borne by Licensee.
- (11) The tenders will be scrutinized and will be opened on 31.01.2020 at 03.30 PM in the presence of the tenderers present.
- (12) Licensee shall regularly remit all PF, ESI and other statutory dues in their own code, for the employees if any, working under them.
- (13) The Public Premises (Eviction of unauthorized occupants) Act, 1971 will be applicable to all allotments in our Township.
- (14) This is only an invitation for receipt of tenders and there is no commitment on the part of RFCL for allotment.
- (15) The Licensee/allottee shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed. No sign boards will be permitted outside premises and only small boards on the entrance of allotted shop
- (16) The Licensee/allottee shall not carry out any illegal activities, anti-social activities, anti-national activities etc in the premises. The Licensee/allottee shall bear cost to any or damage caused to the property by the Licensee/allottee,
- (17) The Licensee/allottee shall maintain the premise including open space in good condition and healthy environment. RFCL Representative reserve the right to inspect the shop at any time by giving due notice to the Licensee/allottee.
- (18) **DISPUTE**
- a. Any dispute or difference between the Parties with regard to the Entire Agreement as referred above including the Tender Documents and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably within ten (10) days, all such disputes or differences whatsoever, shall be referred to Arbitration. The Arbitration proceedings shall be conducted in English and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof. The venue of Arbitration shall be at RFCL Ramagundam, State of Telangana, India. The governing law will be the Laws of India.

- b. The Parties agree that the dispute shall be referred to a Sole Arbitrator to be nominated by the Licensor whose decision shall be final and binding on both the Parties.

(19) TERMINATION

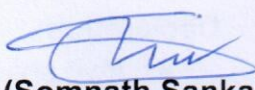
- a Notwithstanding anything contained connected with the termination and eviction of the License in Chapter VI of the Easements Act, the termination of this License shall be as under. Provided that, for the purpose of this Clause termination shall be understood as 'revocation' wherever applicable.
- b Licensee cannot terminate this License during initial license term. However, without prejudice to any other provision of this Agreement, failure by LICENSEE to pay the License Fee as per the terms and conditions agreed herein, for a period of Three (3) consecutive months, shall constitute an Event of Default and the Licensor shall be entitled to terminate this Agreement with immediate effect to claim any pending License Fee or/and maintenance charges payable by the Licensee under this Agreement.
- c Except as otherwise provided in this Agreement, this License is terminable by Licensor by giving one (1) month prior written notice of termination without any reason following which LICENSEE shall hand over vacant possession of the Licensed Premises.
- d Upon termination or expiration of this License, Licensee agrees to deliver vacant possession of Licensed Premises to the Licensor without demur, failing which Licensee shall be treated as Trespasser and shall be evicted from the Licensed Premises accordingly.

- (20)** For additional information please visit our website or contact the undersigned between 0930 Hrs. to 1300 Hrs. and Shopping Complex premises could be visited between 1500 Hrs. to 1700 Hrs. on all working days.

Tenders will be received up to 03:00 PM on 31.01.2020 in the office of CM (HR) and shall be opened at 03:30 PM on the same day. Price bids of only such tenderers shall be opened who fulfil the eligibility criteria defined in the Tender Documents. RFCL reserves the right to issue/non-issue or reject tender document of any party. However, where enquiries are made by the bidder, reasons for rejecting a tender or non-issuing a tender document will be disclosed to the prospective bidder. No liability for late receipt of Tender documents. In case of declaration of Holiday on the above date, the tender shall be opened on the next working date. The Tender documents/application form, along with EMD should be submitted through post/ in person at the following address on or before 31.01.2020 at 03.00 PM.

**OFFICE OF GENERAL MANAGER (MECHANICAL)
RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED,
TECHNICAL BUILDING, 1ST FLOOR,
FERTILIZER CITY - 505210, RAMAGUNDAM,
DIST: PEDDAPALLI, STATE: TELANGANA.**

- (21) The Application form scribed with the serial number of the shop and as well as the type and nature of business/shop which is proposed to be established. If it is found that any time the nature of business/shop is violating the conditions above, and/ or found to be reasonably objectionable which may harm and /or bring nuisance of any kind to the area, the shop will be closed/allotment will be cancelled forthwith after giving sufficient opportunity to be heard.
- (22) RFCL management has the right to alter any terms and conditions in future.
- (23) License/ allottee shall procure and maintain reasonable Insurance for its shop and staff/ employees at its own cost.
- (24) RFCL reserves the right to accept or reject any quotation in full or part without assigning any reason thereof including highest bid offer.
- (25) If tenderer resorts to any frivolous, malicious (or) baseless complaints/ allegations with an intent to hamper (or) delay the tendering process (or) resorts to canvassing/ rigging/ influencing the tender process, RFCL reserves the right to debar such tenders from participating in the present/ future tenders up to the period of 2 years.
- (26) Housing accommodation: It shall be sole responsibility of lessee to arrange for housing and residential accommodation for its staff and employees.


(Somnath Sanka)
Chief Manager (HR)

Annexure - I

Schedule of Rates

SL NO	PARTICULARS	DETAILS TO BE FILLED HERE
1	Bidders Name	_____
2	Bidders Address:	_____ _____ _____
4	Bidders e-mail Id:	_____
5	Bidders Mobile Number:	_____
6	Applied for Shop number:	_____
7	Applied for Shop Name:	_____

One time Premium Amount for Shop No. Rs _____

Premium Amount in Words: _____

Declaration:

- I/we shall pay to Authority a lease rent of Rs. 54/- (Rs. Fifty-Four) per square meter plus applicable taxes and duties applicable such as GST, Property Tax etc for the rented build up shop as per terms and conditions mentioned in the NIT.
- I/we shall also pay the other utility charges like electricity/ water etc.

Signature of the Bidder

Note:

- a). Bidder can apply for only for one shop. Tender will be rejected if more than one shop is applied.
- b). Bidder should be resident of Peddapalli District.

Declaration/ Undertaking: -

With reference to NIT No. _____ dt. _____ of Ramagundam Fertilizers And Chemicals Limited, Ramagundam for running shops at Shopping Complex in RFCL Township Area, Ramagundam _____ I

S/o

Sh. _____ R/o _____

do solemnly affirm and declare as under:-

1. Do you have any immediate blood relatives- (Parents/Siblings/Spouse/Offspring) working or under consideration for employment at RFCL? If yes, please enter their details.

☐ Yes

☐ No

Name : _____

Employee Code: _____

Department: _____

2. Do you have any case pending against you in the Court of Law/Police station? Was there any FIR/Investigation/Arrest/Conviction against you in the past? If Yes, please mention the details.

☐ Yes

☐ No

3. Have you ever been blacklisted or terminated by any client in India? If Yes, please mention the details.

☐ Yes

☐ No

4. I/ we hereby declare that I/ we have submitted tender only for one (1) shop as specified in the tender. I/ we are aware that submission of multiple bids shall lead to our disqualification from tender participation and would result in rejection of all the bids submitted by us.

I/We hereby declare that the information furnished by me/us in respect of above Tender is true and correct and nothing has been concealed. In case any of information is found to be false and incorrect at any stage, RFCL shall be fully competent to take the necessary action as deemed fit.

Signature of Bidder/ Authorized Representative

LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT ('Agreement/License') made on this ____ day of **October 2019** at Ramagundam by and between:

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, a Company incorporated under the Companies Act 2013, having its registered and corporate Office at 3rd and 4th Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi – 110066 (hereinafter referred to as the "**RFCL/LICENSOR**") which expression shall include its successors and assigns) of the **ONE PART**

AND

_____ (hereinafter referred to as the "**LICENSEE**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

The Licensor and Licensee shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**"

WHEREAS:

- A. The Licensor herein has entered into an Concession Agreement dated 23rd March 2016 with Fertilizer Corporation of India Limited (FCIL) wherein basing upon the Concession Agreement, Licensor has entered into a License Deed dated 14th August 2017, registered on 27th November 2017 for taking on License the land admeasuring approximately 1,284 acres situated at Fertilizer Corporation of India Limited, Ramagundam Unit (**'Facility Area'**) on exclusive basis until the expiry of the term or till the earlier termination of the Concession Agreement or License Deed as the case may be.
- B. The Licensor has carried out the design, engineering, construction and development of the site of approximately _____ Square meter at RFCL township which is part and parcel of the Facility Area into a Commercial Complex with all the amenities and utilities which is ready to be occupied in plug and play condition at the ground floor which is more specifically described in the **Schedule - I** herein after referred as (**"Demised/Licensed Premises"**).
- C. The Licensor had issued a Notice Inviting Tender (**'NIT'**) dated _____ inviting tenders for licensing the Demised Premises for the purpose of running and operating _____ more specifically described in the **Schedule - II** and pursuant to the said tender the Licensee was declared as the successful bidder for Shop No. _____ and was awarded the tender for establishing a _____ as per the terms stipulated in the Tender Document.
- D. The Licensee represents and confirms that it had visited the Site of the Demised Premises before making its bid as per the Tender Document and the Licensee had acquainted itself fully and thoroughly with the nature, conditions, and quality of infrastructure and facility available at the Demised Premises and the limitations to which the Demised Premises is subject to and only upon being satisfied about the foregoing and on having assessed the scope and requirement of the commercial activities to be undertaken on the Demised Premises as per **Schedule – II**.
- E. The Licensee further represents and confirms that it is in the business of running and operating businesses relating to _____ under the trade name _____.
- F. The Licensor has agreed to grant on License and the Licensee has agreed to take on License, the Demised Premises on "as is where is" condition, on terms and conditions and contained herein below and the Parties have agreed to record in writing the mutually agreed terms and conditions of the License of the Demised Premises as hereinafter appearing.

NOW THIS AGREEMENT IS WITNESSES AS FOLLOWS

1. TERM:

- 1.1 In consideration of the monthly License Fee and other terms and subject to the terms and conditions agreed upon and hereinafter stipulated, it is agreed between the LICENSOR and

LICENSEE that this License shall be for a period of **eleven (11) months** (herein after referred to as the "Initial License Term") from _____ (Effective Date). It is hereby agreed between the Parties that the License Fee will commence from _____ (hereinafter referred to as the "License Fee Commencement Date").

- 1.2 The Licensee shall use the Licensed Premises for running and operating a _____ only ('Purpose'). The Licensee shall not be authorized to License or sub license the said premises to any third person or shall not permit any other party to conduct or operate business.
- 1.3 The Parties may by mutual consent renew the License for the Licensed Premises on terms and conditions as may be mutually agreed upon. Any such renewal shall be by way of a fresh Agreement that shall be duly stamped and registered.
- 1.4 The Licensee shall not be entitled to terminate this Agreement during the Initial License Term from Effective Date, (hereinafter referred to as the "Lock-in Period"), except as provided under Termination Clause of this Agreement.

2. Security Deposit/ Performance Guarantee:

The Security Deposit is Rs. 25000/- (Rupees Twenty Five Thousand only) for shutter no. 4,5,6,7,9,15,16,17,18,21,22,23,24,25,26 and Rs 75000/- (Rupees Seventy Five Thousand only) for Restaurant (Shutter no. 1,2,3) and Grocery -1 (Shutter no. 27,28,29). For successful bidders EMD will be converted into Security Deposit for successful execution of the contract. Security Deposit should remain valid for 6 months beyond the date of completion of licence period and the same will be returned without interest after the licence period is over and after surrender of the shop by the licensee and after completion of licensee's performance obligations under the contract & issue of No objection certificate by RFCL.

The above security deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contract or failure to breach of obligation under the contract.

The allocatees of the shops will be required to deposit eleven duly filled cheques without date/ date of consecutive months of rent amount in advance after every **LEAVE AND LICENSE AGREEMENT of 11 months**. And in case the cheque is dishonoured the penalty of twice the rent amount has to be deposited/ deducted. In case if the cheque is dishonoured for the second time in during the agreement period thereafter the total amount of security deposit will be forfeited and the occupants have to vacate the allocated shop immediately.

3. PAYMENT OF LICENSE FEE

3.1 LICENSE FEE AND PAYMENTS

- (a) In consideration of the License, LICENSEE shall pay to the Licensor from ('the License Fee Commencement Date'), a monthly License Fee of **Rs. _____/-** (Rupees _____only), for the total carpet area of _____ **square meter** (hereinafter referred to as the "License Fee"). GST and other taxes as applicable from time to time shall be paid by the LICENSEE.
- (b) The License Fee payable by LICENSEE shall be paid in advance either by, (a) Cheque (payable at par) or (b) Online Money Transfer, on or before the _____ day of each calendar month. Payment of the License Fee shall be made in the following account:
Bank Name: State Bank of India
Branch Name: NTPC – Jyothi Nagar, Ramagundam
A/c no: 36727029257
IFSC code: SBIN0011086
Taxes

- (c) The License Fee shall be subject to deduction of applicable taxes at source (hereinafter referred to as the "TDS") as required by law.
- (d) License Fee will be revised @ 20% from 01.07.2020 and further by 20% after every completed three (3) years plus GST/other applicable taxes extra. License Fee and allied charges shall be payable monthly in the beginning of the month itself by 7th of every month.

Invoice and Receipt

- 3.2 Licensor shall issue a "Licence Fee Receipt" immediately upon receipt of Licence Fee from the LICENSEE on or before 7th of each month. Such Licence fee receipt shall be deemed to be acknowledgement receipt of License Fee by the Licensor.

Outgoings

- 3.3 LICENSEE shall pay such outgoings including utility charges as mentioned in the **Schedule-IA** of this Agreement, for the period of the License Term. The Licensee shall indemnify LICENSOR from any claim, loss or liability arising out of the non-payment or delayed payment of such dues.
- 3.4 Any liability incurred, whether known or unknown, before the effective date of this Agreement shall remain the sole liability of the Licensor.
- 3.5 For the purpose of this agreement License Fee shall mean and understood to include all the charges included in the **Schedule – IA**

4. MAINTENANCE AND REPAIRS

The Licensee shall be bound to maintain at its cost the building, premises and all other immovable / movable property covered under this Agreement so that the functioning, performance and/or services provided by LICENSEE's business operations on the premises are not affected in any way.

5. OBLIGATIONS OF LICENSEE

- 5.1 LICENSEE shall regularly pay the License Fee reserved under this agreement and all the outgoings (like electricity, water and maintenance charges etc.) and charges stipulated herein, within the time and in the manner, herein provided. In case of default on payment of License Fee and/or Monthly Charges, the Licensee shall be charged penal interest @ 6% above the prevailing SBI 12-month MCLR ("**Penal Interest**") on 01st day of April every year.
- 5.2 LICENSEE either on its own or with any other person, shall use the Licensed Premises only for the Purpose stipulated under this agreement.
- 5.3 LICENSEE shall not make or carry out any alterations to the building structure of the Licensed Premises without prior permission, of the Licensor. LICENSEE, either on its own or with any other person, shall however be at liberty to, at its own cost, install and remove within the Licensed Premises such equipment, exchanges, wireless devices, internet connection devices, electric and communication appliances including electricity generators, air conditioners, furniture, fixtures and fittings, and to carry out additional wiring, as necessary, to install machines or equipment for office/business use and other such conveniences, as are reasonably required by LICENSEE for operating its business and which shall remain the property of LICENSEE even after completion of License Term. While erecting and/or removing these improvements, if any structural damages are made to the Licensed Premises, these shall be repaired by LICENSEE at its own costs. On completion of the License term, LICENSEE may remove its equipment, machineries and other belongings from the Licensed Premises.
- 5.4 LICENSEE shall permit the Licensor or, its authorized Agents and employees to enter upon the Licensed Premises to carry out repairs at reasonable hours on working days with prior written intimation of four business days to LICENSEE to enable LICENSEE or its representative to be present so as to afford such entry.

- 5.5 LICENSEE shall at its own cost obtain and maintain all required licenses, permits and certificates as may be required under the central, state or local laws for running and operating
- 5.6 LICENSEE shall conduct its business in compliance with all applicable laws, ordinances and regulations imposed by local, municipal, governmental authorities vide its notices or circulars or otherwise.
- 5.7 LICENSEE shall not use coal, firewood or other combustible material in the Licensed Premises
- 5.8 LICENSEE shall not use loud speakers, or any such items which may cause disturbance or nuisance at the shopping complex or RFCL township
- 5.9 LICENSEE shall not sell consumable alcoholic drinks, books or material of any kind which is obscene, indecent or offensive or prohibited under any law in force
- 5.10 LICENSEE shall maintain Licensed Premises in clean, hygiene environment and ensure License Premises is in good condition at all times without flies and mosquitoes by providing baskets or dustbin etc.,
- 5.11 LICENSEE shall take highest standard of care that its staff or labourers will not involve in any act of wilful misconduct, misbehaviour, illegal and unlawful acts including theft, burglary, dacoity, etc., with its neighbours, customers, RFCL employees or members of RFCL Township and agrees that in the event of any such act LICENSOR shall be entitled to expel such staff or labour of the LICENSEE with immediate effect and may take legal action against persons responsible.
- 5.12 LICENSEE shall strictly adhere to all the rules/regulations/guidelines/notifications of RFCL made with regard to and in connection with this License.

6. REPRESENTATIONS:

The Parties represent and warrant to each other that:

- 6.1 They have all necessary power and authority to enter into this License and perform the obligations as specified herein. Further the Parties confirm that they have complied with all requisite steps and taken all necessary action for the due execution and implementation of this Agreement.
- 6.2 The execution, delivery and performance of this Agreement will not conflict with, or result in breach of, the Tender Documents and shall not contravene any applicable laws, covenants, agreements, understandings, decrees or orders by which the demised property may be bound or affected.
- 6.3 In the event that any occurrence or circumstance comes to the attention of the Licensor that renders any of the aforesaid representations and warranties of the Licensee untrue or incorrect, then notwithstanding anything contained herein, Licensor may terminate this Agreement immediately without any further notice whatsoever.

7. CONFIDENTIALITY

Both the parties acknowledge that the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement or the Tender Documents are regarded as confidential information. Both the parties shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other party, either of the party shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; Disclosure of any confidential information by the staff members or agencies hired by the Licensee shall be deemed disclosure of such confidential information by Licensee, for which Licensee shall be

held liable for breach of this Agreement. This Section shall survive for a period of at least three (3) years post termination or expiry of this Agreement for any reason.

8. STAMP DUTIES AND REGISTRATION

Both parties shall register this License Agreement and any stamp duty and registration charges, pertaining to this License Agreement and execution thereof shall be borne by LICENSEE

9. DEFAULT

In case a Licensee commits a material breach of any of the terms and conditions of this Agreement, at the option and discretion of the Licensor other Party shall be given notice to remedy such breach within a period of 10 (ten) working days from the date of the receipt of such notice by it. In case the defaulting Party fails to remedy such breach within the said stipulated period 10 (ten) working days, then the Licensor may terminate this Agreement immediately without any further notice whatsoever.

10. INDEMNITY

Notwithstanding anything contained in this agreement, the Licensee hereby indemnifies and agrees to keep indemnified and hold harmless the Licensor from and against any claim, liability, demand, loss, damage, judgment or other obligation or right of action, which may arise as a result of:

- a) breach or non-observance or misrepresentation of the obligations of the Licensee under this License Agreement;
- b) any act omission or misconduct or negligence of the Licensee its agents, representatives, customers and invitees at the Licensed Premises
- c) enforcing payment of any monies due under this License Agreement;
- d) any tax, GST, levy, cess etc. of a similar nature which may be or become chargeable or imposed by the competent authorities in respect of any payment (whether License Fee or otherwise) made by the Licensee;
- e) any non-compliance of any and all requirements as may be imposed on the Licensee of the Licensed Premises by any statute now or hereafter in force and any bye-laws, orders, rules, regulations, requirements and notices there under of any government, Municipal Authority, any other authority, department etc.

The LICENSEE agrees that in the event of happening of any of the events as stipulated in sub clauses a, b, c, d and/ or e above, the obligation of the LICENSEE to pay the monthly License Fee to the LICENSOR does not get suspended and the LICENSEE shall continue to be liable to make the License Fee payment to the LICENSOR.

11. TERMINATION

11.1 Notwithstanding anything contained connected with the termination and eviction of the License in Chapter VI of the Easements Act, the termination of this License shall be as under. Provided that, for the purpose of this Clause termination shall be understood as 'revocation' wherever applicable.

11.2 Licensee cannot terminate this License during initial license term. However, without prejudice to any other provision of this Agreement, failure by LICENSEE to pay the License Fee as per the terms and conditions agreed herein, for a period of Three (3) consecutive months, shall constitute an Event of Default and the Licensor shall be entitled to terminate this Agreement with immediate effect to claim any pending License Fee or/and maintenance charges payable by the Licensee under this Agreement.

- 11.3 Except as otherwise provided in this Agreement, this License is terminable by Licensors by giving one (1) month prior written notice of termination without any reason following which LICENSEE shall hand over vacant possession of the Licensed Premises.
- 11.4 Upon termination or expiration of this License, Licensee agrees to deliver vacant possession of Licensed Premises to the Licensors without demur, failing which Licensee shall be treated as Trespasser and shall be evicted from the Licensed Premises accordingly.

12. MISCELLANEOUS:

12.1 NOTICES

Any demand for payment or notice required to be made or given by the parties to this License shall be sufficiently made or given if sent by that party to the other vide a mail or by acknowledged delivery at any and/or all the contacts as follows:

Licensors

Licensee

Corporate Office:

For Attention of:

**The Company Secretary
Ramagundam Fertilizers and Chemicals
Limited, 3rd & 4th Floor, Moha Building 4,
Bhikaji Cama Place, New Delhi - 110066
Email: Pratibha.aggarwal@rfcl.co.in**

Copy to be marked to Site:

For Attention of:

**The Chief Manager (HR)
Ramagundam Fertilizers and Chemicals
Limited, Fertilizers City, RFCL Plant,
Ramagundam, Peddapalli Telangana -
505210
Email: thapar@rfcl.co.in**

12.2 RELATIONSHIP OF PARTIES

Neither this Agreement nor any part thereof is to be construed as creating a joint enterprise, a partnership or any other relationship except that of Licensors and Licensee.

12.3 SUBLETTING

LICENSEE is NOT permitted to grant leave and license or sublet the Licensed Premises or any part thereof, to any entity or person including entity falling within its Group/Sister concern/Associate Company(s).

Licensee is also NOT permitted to grant leave and license, assign, let, sub-License, grant leave and license or part with possession of the Licensed Premises or any part thereof to any third party.

12.4 SEVERABILITY

It is agreed that if any of the provision of this Agreement are declared null and void and are of no force and effect for any reason, such determination shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

12.5 ENTIRE AGREEMENT

Unless anything to the contrary is agreed between the parties in writing the following documents constitute "Entire Agreement".

- i. Notice Inviting Tender (NIT)
- ii. Letter of Acceptance (LOA)
- iii. Detailed Letter of Acceptance (DLOA)
- iv. This Leave and License Agreement
- v. Further amendments, if any

Provided further that, the above (i) to (iii) together shall be referred as "**Tender Documents**". The parties declare that, in entering into this License they do not rely upon any previous representation whether expressed or implied and whether written or oral, or any inducement, understanding or agreement and all prior negotiations, representations, contract and/or agreements and understandings stands cancelled.

12.6 INTERPRETATION

Except as otherwise provided under this Agreement, or any other Agreement executed in reference to the terms of this Agreement, if any terms contained in this Agreement conflicts with the terms mentioned under the Tender Documents, the terms of the Tender Documents shall prevail.

13. DISPUTE

- a. Any dispute or difference between the Parties with regard to the Entire Agreement as referred above including the Tender Documents and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably within ten (10) days, all such disputes or differences whatsoever, shall be referred to Arbitration. The Arbitration proceedings shall be conducted in English and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof. The venue of Arbitration shall be at RFCL Ramagundam, State of Telangana, India. The governing law will be the Laws of India.
- b. The Parties agree that the dispute shall be referred to a Sole Arbitrator to be nominated by the Licensor whose decision shall be final and binding on both the Parties.

14. JURISDICTION

Without affecting the validity of Arbitration clause hereinabove, all matters connected and related to the Entire Agreement as referred above, in all respects, be subject to the exclusive jurisdiction of the courts at Ramagundam Peddapalli District, State of Telangana.

IN WITNESS WHEREOF, the Licensor and LICENSEE have read and understood this Agreement and have executed the same in duplicate under seal as of the day and year first above written, by their duly authorized representatives.

SIGNED, SEALED, DELIVERED BY AND BETWEEN:

For Ramagundam Fertilizers And Chemicals Limited

For Licensee

Authorized Signatory

Witnesses

1. _____
2. _____

SCHEDULE - I
(Description of Demised/Licensed Premises)

All that property situated at ground floor admeasuring carpet area of ____ Sqft at RFCL township situated at Fertilizers City Ramagundam is bounded by:

North By :
South by :
East by :
West by :

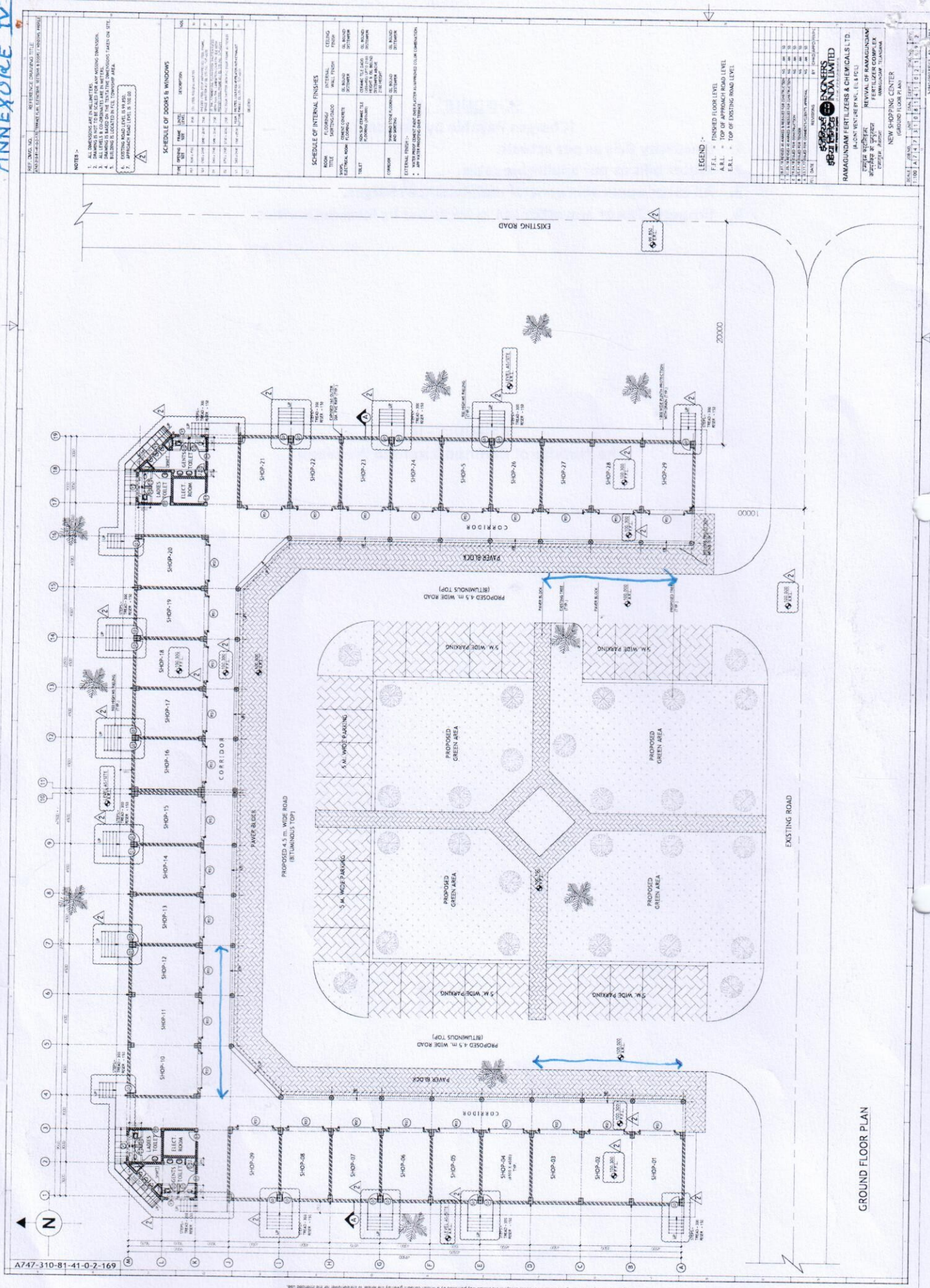
SCHEDULE - IA

(Charges Payable by Licensee)

1. Electricity Bills as per actuals.
2. Water bills as per applicable rates.
3. All other applicable general maintenance charges.
4. Property Tax or any other tax as imparted by local authorities.

SCHEDULE - II

(The Purpose of Demised/Licensed Premises)



NOTES -

1. ALL DIMENSIONS ARE IN MILLIMETERS.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
3. ALL FLOORS & CEILING ARE IN FINISH.
4. BUILDING IS LOCATED IN THE EXISTING SHOPS/STALLS ON SITE.
5. EXISTING ROAD LEVEL IS 100.00.
6. PROPOSED ROAD LEVEL IS 100.00.

SCHEDULE OF DOORS & WINDOWS

NO.	TYPE	SIZE	REMARKS
01	DOOR	2100 x 1000	DOOR TO SHOP 01
02	DOOR	2100 x 1000	DOOR TO SHOP 02
03	DOOR	2100 x 1000	DOOR TO SHOP 03
04	DOOR	2100 x 1000	DOOR TO SHOP 04
05	DOOR	2100 x 1000	DOOR TO SHOP 05
06	DOOR	2100 x 1000	DOOR TO SHOP 06
07	DOOR	2100 x 1000	DOOR TO SHOP 07
08	DOOR	2100 x 1000	DOOR TO SHOP 08
09	DOOR	2100 x 1000	DOOR TO SHOP 09
10	DOOR	2100 x 1000	DOOR TO SHOP 10
11	DOOR	2100 x 1000	DOOR TO SHOP 11
12	DOOR	2100 x 1000	DOOR TO SHOP 12
13	DOOR	2100 x 1000	DOOR TO SHOP 13
14	DOOR	2100 x 1000	DOOR TO SHOP 14
15	DOOR	2100 x 1000	DOOR TO SHOP 15
16	DOOR	2100 x 1000	DOOR TO SHOP 16
17	DOOR	2100 x 1000	DOOR TO SHOP 17
18	DOOR	2100 x 1000	DOOR TO SHOP 18
19	DOOR	2100 x 1000	DOOR TO SHOP 19
20	DOOR	2100 x 1000	DOOR TO SHOP 20
21	DOOR	2100 x 1000	DOOR TO SHOP 21

SCHEDULE OF INTERNAL FINISHES

ROOM	FLOORING	WALL FINISH	CEILING FINISH
SHOP	CEMENT TILE	CEMENT PLASTER	CEMENT PLASTER
CORRIDOR	CEMENT TILE	CEMENT PLASTER	CEMENT PLASTER
TOILET	CEMENT TILE	CEMENT PLASTER	CEMENT PLASTER
STORAGE	CEMENT TILE	CEMENT PLASTER	CEMENT PLASTER
REAR	CEMENT TILE	CEMENT PLASTER	CEMENT PLASTER
STAIRS	CEMENT TILE	CEMENT PLASTER	CEMENT PLASTER
ROOF	CEMENT TILE	CEMENT PLASTER	CEMENT PLASTER

LEGEND -

- 1. FINISHED FLOOR LEVEL
- 2. TOP OF EXISTING ROAD LEVEL
- 3. TOP OF EXISTING ROAD LEVEL

GROUND FLOOR PLAN

ANNEXURE IV

ANNEXURE IV

ANNEXURE IV