



Government of India  
Department of Atomic Energy  
Zirconium Complex  
(A Unit of NFC, Hyderabad)

Pazhayakayal Post,  
Tuticorin – 628 152.

Phone : 0461-227 6056 /  
227 6156

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**TENDER NOTICE NO: ZC/NFC/Admn/Estate/03/2019**

**Sub: Tender for allotment of Shop at Zirconium Complex  
Township, Pazhayakayal, Tuticorin – 628 152.**

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Government of India  
Department of Atomic Energy  
**Zirconium Complex**  
**(A Unit of NFC, Hyderabad)**  
Pazhayakayal

TENDER NOTICE NO. ZC/NFC/Admn/Estate/03/2019

1. On behalf of the president of India sealed tenders are invited by the General Manager, ZC (P) for allotment of the following shops in Zirconium Complex Township, Pazhayakayal, Tuticorin – 628 152.

Sl. No	Shop No.	Area of shop in sq.mts	Description of Trade/ Business	Location	Base License per month Rs.	EMD @2% of tender value for a period of 3 years Rs.
1.	01	17.82 sq.mts	Saloon	ZC Township-Pazhayakayal 628152	Rs. 713/-	Rs. 513/-
2.	02	17.82 sq.mts	Vegetables, Fruits	ZC Township-Pazhayakayal 628152	Rs. 713/-	Rs. 513/-
3.	03	17.82 sq.mts	Grocery	ZC Township-Pazhayakayal 628152	Rs. 713/-	Rs. 513/-
4.	04	17.82 sq.mts	Stationery, Mobile Top Up, Milk, Juice, Xerox, Newspapers etc & Ice creams.	ZC Township-Pazhayakayal 628152	Rs. 713/-	Rs. 513/-
5.	05	16.67 sq.mts	Snacks, Tea/ Coffee Parlour etc.	ZC Township-Pazhayakayal 628152	Rs. 667/-	Rs. 480/-

2. Tender documents along with a copy of the terms and conditions of the allotment may be obtained from the office of Asstt. Accounts Officer, Zirconium Complex, Pazhayakayal, Tuticorin – 628152 on working day between 1000 hrs and 1500 hrs **from 16.05.2019 to 30.05.2019** on submission of a written application and payment of Rs.150/- (Rupees One Hundred and Fifty Only) payable in cash or Demand Draft drawn in favour of Assistant Accounts Officer payable at Tuticorin.

3. Tenders should be accompanied with an Earnest Money Deposit in the form of Demand Draft drawn in favour of Pay & Account Officer , NFC, Hyderabad payable at Hyderabad (Cheque, Cash, Bank Guarantee will not be accepted towards EMD). Tender Documents which are not accompanied with EMD will not be considered.

4. Tenders will be received upto 1400 Hrs on **07.06.2019** and opened on the same day at 1500 Hrs in the presence of those tenderers or their representatives who may like to be present.
5. The General Manager, Zirconium Complex, Pazhayakayal, Tuticorin reserves the right to reject any or all tenders.

Tender document shall not be sent by post.

Sd/-

(B. Manoharan)  
General Manager  
On behalf of President of India

**TENDER FORM FOR ALLOTMENT OF SHOP NO ----- AGAINST TENDER  
NOTICE NO ZC/NFC/Admn/Estate/03/2019**

FROM

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO

**The General Manager,  
Zirconium Complex,  
Pazhayakayal – 628 152.**

**Sub:** Tender for Allotment of Shop at ZC Township, Pazhayakayal.

Sir,

With reference to your tender notice no ZC/NFC/Admn/Estate/03/2019, I hereby submit my tender for allotment of shop No.\_\_\_\_\_ admeasuring \_\_\_\_\_ Sq.mt. in Zirconium Complex, Pazhayakayal – 628152 for \_\_\_\_\_purpose on the terms and conditions of allotment, annexed thereto as follows:

Monthly License fee Offered:

Rs. \_\_\_\_\_ (in figure)

Rupees \_\_\_\_\_(in words)

A Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_  
issued by \_\_\_\_\_ (Name of Bank) in favour of **Pay &**

**Accounts Officer, NFC, Hyderabad** for an amount of Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_ Only) towards

EMD is enclosed.

3. Particulars of the Tenderer are as follows :

i) Name and Address of the Tenderer :

ii) Incase the Tenderer is a partnership firm :

a) Name of the Partners and Addresses :

b) Whether Registered under the Partnership Act, 1932 or not :

c) Name of the Managing Partner and his Signature :

Yours faithfully,

**Signature of the Tenderer** : \_\_\_\_\_

**Name** : \_\_\_\_\_

**Address** : \_\_\_\_\_

**Tel. No. Shop/Office** : \_\_\_\_\_

**Residence** : \_\_\_\_\_

**Mobile, if any** : \_\_\_\_\_

**Note:** Any Correction / overwriting must be attested with full signature.

**TERMS AND CONDITIONS FOR ALLOTMENT OF SHOPS IN ZC TOWNSHIP,  
PAZHAYAKAYAL – 628152**

**SUBMISSION OF TENDER DOCUMENTS:**

1. The Tender should be submitted in a sealed cover superscribed as “Tender for allotment of Shop No. \_\_\_\_\_ at ZC Township, Pazhayakayal” and sent or delivered personally so as to reach this office on or before **07.06.2019** upto 1400 Hours. Tenders received after 1400 hrs. on **07.06.2019** will not be accepted.

**2. EARNEST MONEY DEPOSIT**

No tender will be treated as valid unless it is accompanied by a Demand Draft of a Nationalized /Scheduled Bank in favour of Pay & Accounts Officer, NFC, Hyderabad for an amount equal to two percent (2%) of estimated cost towards EMD.

3. Arrangement will be made to return the Earnest Money Deposit of un-successful tenderers after a period of 30 days reckoned from the date of opening the tenders or after consideration of allotment, whichever is later without interest.
4. Earnest Money of the successful tenderers will be adjusted towards Security Deposit. The refund of the security deposit will be subject to the terms and conditions of the allotment.

**5. EXPERIENCE**

Professional experience will be considered for awarding the tender. Necessary proof shall be enclosed.

**6. POWER OF ATTORNEY**

In case, the tenderer is unable to submit his/ her quotation, his authorized representative shall be permitted to offer the tender only on production of power of attorney on his behalf. Tender on behalf of any tenderer without power of attorney shall be treated as invalid.

**7. PROOF OF CAPITAL INVESTMENT**

Along with the Tender Forms, the tenderer should produce necessary proof to the effect that he/she is able to run the shop with an initial investment available with them. A Xerox copy of the Bank Pass Book or proof of any other financial source of running the business and to invest as a running capital should be produced.

## **8. RIGHT OF USE OF PREMISES**

The allottee shall be deemed to be a bare allottee only of the said premises having only a personal right of user and occupation of the said premises and nothing herein contained shall be deemed to be a demise at law of the said premises or any part thereof so as to give the allottee any other interest therein.

## **9. PERIOD**

This allotment will remain in force for a period of **three years** from the date of taking possession of the said premises, subject to its being terminated sooner as herein under provided.

## **10. USE OF THE PREMISES**

The said premises shall be used for the purpose specified. Use of the said premises for any purpose other than the one specified herein without the written permission of the Shop Allotment Committee, ZC Township, Pazhayakayal would be treated as a breach of the terms and conditions of the allotment.

### **11.(i) SECURITY DEPOSIT**

An amount equivalent to 3 months Licence Fee quoted shall be remitted to Pay and Accounts Officer, NFC, Hyderabad by way of Demand Draft or in the form of Fixed Deposit Receipt as Security Deposit before allotment of the premises which will continue to be held by ZC (P). The Security Deposit shall be forfeited in the event of termination of this allotment by ZC (P) as a consequence of violation of the terms and conditions (herein after set out) by the allottee. The security deposit will fetch no interest so long as it remains with the ZC(P) as security for due performance of the agreement and also for payment of the allotment fee and other dues in respect of the premises allotted. In the event of the security deposit being reduced by reasons of any such deduction as aforesaid, the allottee shall within 10 days thereafter make good in cash any sum or sums which may have been deducted for the security deposit or any part thereof.

### **(ii) LICENCE FEE/COMPENSATION**

The allottee shall pay quarterly licence fee/compensation in the office of the **APO, Zirconium Complex, Pazhayakayal** in advance before the 10th day of first month of the relevant quarter for the purpose of use of the said premises for which it is meant. In the event of allotment being revoked or terminated, the allottee shall pay a proportionate part of the license fee at the rate in force, as well as proportionate charges for electricity and water consumption and other payments hereby reserved for the fraction of the relevant period upto the date of such revocation or termination.

License fee will be subject to revision based on the revision of land valuation by Govt. of Tamil Nadu.

(iii) **AMENITIES CHARGES**

The allottee shall, with reference to the said premises in his/ her occupation, bear all charges for electricity as per consumption recorded by the meter installed at the premises. The allottee shall also bear the following other charges:

- (a) Water charges as revised from time to time by the Estate Management (EM) of ZC Township, Pazhayakayal.
- (b) Conservancy charges as revised from time to time by the EM Section of ZC Township, Pazhayakayal.
- (c) Sewerage charges as revised from time to time by the EM Section of ZC Township, Pazhayakayal.
- (d) All applicable local taxes (General tax, water benefit tax, sewerage benefit tax and any other applicable tax, fee, levy etc.) as fixed by Panchayat Township, Pazhayakayal in future and also leviable in future by Centre/State and /or Municipal Corporation of Tamil Nadu, statutory bodies etc.

(iv) **SURETIES**

The allottee shall arrange two persons preferably ZC employees or any other govt. employees, or those with immovable assets who shall stand as sureties on his behalf. The sureties shall have to make necessary declaration in the form as prescribed.

The allottee shall, deposit and keep deposited with the Pay & Accounts Officer, NFC, Hyderabad a sum equivalent to **THREE MONTHS ASSESSED ELECTRICITY/WATER CHARGES AS DECIDED BY ESTATE MANAGEMENT OF ZC TOWNSHIP** which will fetch no interest so long as it remains with the ZC (P) as Security Deposit.

**12. EJECTMENT**

The allottee shall be liable to be evicted from the said public premises for default of payment of licence fee, cess, rates and taxes and water and electricity charges or any other dues payable to **Estate Management** of ZC (P) as provided herein before.

**13. PENALTY FOR DELAYED PAYMENT**

Delayed payment charges will have to be paid by the allottee in case the payment is not made before 10<sup>th</sup> of the first month of the relevant quarter as follows:



Sl. No.	Amount of quarterly licence fee	Upto month one from due date	After month one from due date
01.	From Rs.5001/- upto Rs.10,000/-	Rs.150/-	Rs.300/-
02.	From Rs.10,001/- upto Rs.20,000/-	Rs.300/-	Rs.600/-
03.	From Rs.20,001/-upto Rs.30,000/-	Rs.450/-	Rs.900/-
04.	From Rs.30,001/- upto Rs.40,000/-	Rs.600/-	Rs.1200/-
05.	From Rs.40,001/- upto Rs.50,000/-	Rs.750/-	Rs.1500/-
06.	Amount exceeding Rs.50,001/-	Rs.1000/-	Rs.2000/-

#### **14. OBSTRUCTION OF PASSAGE/PATHWAY**

The allottee shall make use of **ONLY** the premises for business purpose. In doing so the allottee shall not keep any materials or belongings on the passage or pathway thereby obstructing free movement of the public. Non-compliance of this clause will be treated as violation of the terms and conditions of the allotment and the materials will be removed by the authorized persons of Estate Management, ZC Township, Pazhayakayal and addition the allottee shall be liable to be evicted from the premises.

#### **15. DISPLAY OF PRICE LIST**

The allottee/Co-workers shall always be polite to the customers. The allottee shall display price lists of all non-branded items in which he/she is dealing, invariably in front of his shop for the information of the public. The prices so charged should be reasonable.

#### **16. BAN AGAINST STORAGE OF HAZARDOUS CHEMICALS/EXPLOSIVE MATERIALS**

The allottee shall not keep, store or sell hazardous chemicals and /or explosive materials, such as kerosene, crackers etc. in the premises allotted without special written permission from Estate Management Section, ZC Township, Pazhayakayal as well as other authorities/statutory bodies concerned like the Department of Explosive, Police Department etc.

#### **17. ADDITIONS/ALTERATIONS TO PREMISES LICENSED**

The allottee shall not carry out any additions or alternations to the building, electrical or sanitary installations in the said premises without obtaining prior approval in writing of the Estate Officer, ZC Township, Pazhayakayal, Department of Atomic Energy, Government of India.

#### **18. EXPENDITURE ON ADDITIONS/ALTERATIONS & ACCOUNT OF BENEFITS**

The expenditure incurred on additions or alternations made in the said premises in accordance with the provisions contained herein before shall be borne by the allottee who shall not be entitled to claim any compensation whatsoever in respect of such additions and alternations at the time of the vacation of the said premises or on the

revocation or termination of this allotment, but the benefit of such additions and alternations shall exclusively accrue to the Government.

## **19. COMPENSATION FOR DAMAGE TO PREMISES**

The allottee shall make good any damage caused to the said premises, normal wear and tear being exempted. The decision of the Shop Allotment Committee of ZC (P) on the question whether any damage has been caused to the premises and what amount of compensation would make good such damage shall be final and binding on the allottee.

## **20. BAN ON ASSIGNMENT OF PREMISES**

The allottee shall not permit the said premises or any part thereof being used by any person for any purpose whatsoever without the previous consent in writing of the Shop Allotment Committee of ZC (P) and in default thereof, shall be liable for ejection. The allottee shall not introduce any partner nor shall he/she transfer possession of the said premises or any part thereof or otherwise carry on business in the premises with any other person or assign, transfer, change or otherwise alienate his interest in the premises.

## **21. ENGAGEMENT OF ASSISTANTS**

(i) Relatives/others may be engaged by the allottee for his/her help for smooth running of the business with the prior approval of Estate Officer, ZC Township, Pazhayakayal. The number of such assistants shall not exceed two at a time. The allottee should be present in the shop for the major part of the day.

(ii) The allottees are required to obtain entry permits for self and his/her assistants on necessary payment as decided by Estate Officer, ZC (P) from time to time and on production of necessary police verification reports. Allottees/Assistants shall possess valid entry permit on person during their presence in the Township and those without entry permit will not be permitted to operate from the premises allotted and declare them trespassers and will be liable for prosecution.

## **22. SUB-LETTING OF PREMISES IS PROHIBITED**

In case, the allottee is not found running the shop, the allotment of shop will be cancelled.

## **23. NOTICE OF TERMINATION OF ALLOTMENT**

### **23.1 NOTICE OF TERMINATION**

The allottee shall give at least one month's notice in writing of his/her intention to surrender the shop sooner than that prescribed in the allotment. The allottee shall on submitting the notice pay the arrears of license fee, if any, before vacating and in

default, render him liable for forfeiture of security deposit and to be used for recovery of arrears, if any, still outstanding and necessary legal expenses. Similarly, Estate Management Section of ZC Township, Pazhayakayal shall also give the allottee one month's notice in writing of cancellation of this allotment and call upon him to vacate the said premises for any of the reasons given herein under:-

### **23.2 CAUSES FOR TERMINATION OF ALLOTMENT**

- (I) If the license fee and other charges as provided under clause 11(ii) above or any part hereof shall at any time be in arrears or remain unpaid after the due date; or if the allottee at any time fails or neglect to perform or observe any of the terms and conditions and covenants herein contained and to be observed on his part and performed by him and, in any such case, Estate Management Section, ZC (P) may, without prejudice to other rights, by giving one month notice in writing to the allottee, terminate the allotment and re-enter upon the set premises or any part hereof. The allottee shall, upon such termination peacefully give up possession of the said premises without any right to compensation whatsoever and there upon this allotment shall absolutely terminate without prejudice to any right to action or remedy of the Estate Management, ZC Township, Pazhayakayal in respect of any antecedent breach of terms and conditions and covenants on the part of the allottee.
- (II) Upon such termination of this allotment under sub clause (I) above, the allottee shall be liable to pay compensation as determined by the Estate Management, ZC Township, Pazhayakayal under the rules framed by the Government of India from the date of this allotment is terminated and the allottee shall not be entitled to raise any objection whatsoever.

### **23.3 IPSO FACTO TERMINATION**

Under no circumstances the right to run the shop shall be transferred and on default the allotment shall be cancelled. This allotment shall stand IPSO facto terminated, without any right to compensation whatsoever to the allottee and without any notice of termination, in case of the following event, that is to say:-

- (I) If the allottee being an individual or if a firm, any partner in the allottee firm shall die, or at any time adjudged insolvent or shall have a receiver order for administration of his estate made against him or shall take any proceedings for liquidation or compensation under any Insolvency Act for the time being in force or has made any conveyance or assignment to this effect or enter into any arrangement or compensation with his creditors or suspend payment, or shall introduce a new partner or shall change the constitution of the partnership or if the firm be dissolved under the partnership Act or
- (II) If the allottee being a company shall pass a resolution 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 entitled the court or debenture holders to appoint a receiver or manager provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Estate Management, ZC (P).

#### **23.4 OTHER GROUNDS FOR TERMINATION**

The allottee shall make use of the said premises for the purpose of business only for which it is given and in so doing keep the compound/open space, surroundings and lane or by-lane in front of the said premises clean and clear and he shall not cause any obstruction or encroachment whatsoever in the compound, lane, or by lane of the shop under any circumstances. If at any time, it comes to the notice of the Government that the compound/open space in front of the said premises or lane or by-lane of the shop is being allottee has put up any hoarding, showcases, etc. or stocked any goods in the compound/open space or lane or by-lane of the shop or is carrying on any activities in the compound/open space, lane or by-lane of the shop which obstruct normal movement of the customers or any other allottee(s) or which causes nuisance for any other allottee, the Estate Management, ZC(P) shall be entitled to terminate the allotment forthwith.

#### **24. HANDING OVER PEACEFUL POSSESSION**

The allottee shall on revocation or termination of this allotment, handover vacant and peaceful possession of the said premises to the Estate Office, ZC (P) in as good condition as it was on the date of allotment.

#### **25. BAN ON CAUSING NUISANCE**

The said premises shall not be utilized for any purpose which, in the opinion of the shop Allotment Committee, ZC(P) is likely to be a source of nuisance in the colony or to be a cause of embarrassment to the Estate Management of ZC(P). As to whether the allottee or his/her business is a source of nuisance or is causing embarrassment, the decision of the Estate Officer, ZC (P) shop Allotment Committee shall be final.

#### **26. ADDRESS FOR NOTICES**

Any notice to be given to the allottee under the terms of this allotment shall be considered to be duly served if the same shall have been affixed to the outer door or any other conspicuous part of the said premises or sent by registered post to the address of the allottee as given by him in this deed. Any change of address of the allottee shall be duly notified to the Estate Officer, ZC Township, Pazhayakayal without delay.

#### **27. CLOSURE OF SHOP**

The allottee shall not keep the shop open beyond 2200hrs.

## **28. CLEANLINESS OF PREMISES**

The premises and surroundings shall always be kept clean and the allottee is required to dispose the waste materials/garbage in the place earmarked for the purpose themselves.

## **29. NECESSARY LICENSE**

The allottee shall obtain license/permission from the state Govt./Municipal Corporation/ Panchayat Union/Public Health Dept. and other authorities wherever necessary and endorse a copy of occupation certificate to Estate Management of ZC(P) for records.

## **30. PREMATURE SURRENDER**

In case an allottee desires to surrender the shop within 3 months of its allotment, an amount equivalent to six months of License fee as penalty will be levied from the allottee and adjusted from the Security Deposit.

## **31. COMPETENT AUTHORITY**

Subject to as herein before otherwise provided all notices to be given and all other actions to be taken on behalf of the Estate Management of ZC Township, Pazhayakayal may be given or taken on behalf of the Zirconium Complex, Pazhayakayal by the Estate Officer/ Administrative Officer-III of ZC (P) or any officer for the time being entrusted with the functions, duties and powers of the said officer so designated by NFC, Hyderabad/Department of Atomic Energy, Mumbai.

## **32. SHOP ALLOTMENT COMMITTEE & ESTATE OFFICER OF ZC(P) RIGHT OF INSPECTION.**

Nothing herein contained shall create any right title or interest in favour of the allottee and the right of occupancy granted to the allottee is a bare allotment and the allottee shall use and occupy the premises as by way of the allotment only and for the specified purpose set out herein and that the Shop Allotment Committee/ Estate Officer / Administrative Officer of ZC (P) shall be entitled to enter the premises for inspection and for determining whether the allottee is using the premises on the terms and conditions allotted to him.