



CORRIGENDUM FOR TENDER  
for  
Licensing of Commercial Premises at MG Road, Bangalore

**Two Bid System**

**Ref No. : HMTL/ADMIN/LEASING/2018/02**

**Published Date: 24th January, 2018**

Revised Last Date of Receipt of Sealed Tender	: 16.03.2018 Up to 1.00 PM
Revised Date / Time of Opening of Technical Bid	: 16.03.2018 @ 3.00 PM
Place of Tender Opening	: Conference Hall, First Floor, HMT Ltd. HMT BHAVAN, BANGALORE -560032

**All other terms & Conditions of the Tender are unaltered.**

**HMT LIMITED,**  
HMT Bhavan,  
#59, Bellary Road,  
Bangalore – 560 032.



NOTICE INVITING TENDER  
for  
Licensing of Commercial Premises at MG Road,  
Bangalore

**Two Bid System**

**Ref No. : HMTL/ADMIN/LEASING/2018/02**

**24th January, 2018**

**HMT LIMITED,**  
HMT Bhavan,  
#59, Bellary Road,  
Bangalore – 560 032.

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**ಐ**  
**ಎಚ್‌ಎಂಟಿ ಲಿಮಿಟೆಡ್**  
(ಭಾರತ ಸರ್ಕಾರದ ಉದ್ಯಮ)  
ಎಚ್‌ಎಂಟಿ ಭವನ  
ನಂ. 59, ಬೆಲ್ಲಾರಿ ರಸ್ತೆ, ಬೆಂಗಳೂರು - 560 032  
ದೂರವಾಣಿ : 91-80-23330333  
ಫ್ಯಾಕ್ಸ್ : 91-80-23339111

**ए**  
**एच एम टी लिमिटेड**  
(भारत सरकार का उपक्रम)  
एच एम टी भवन  
59, बेल्लारी रोड,  
बेंगलोर - 560 032, भारत  
फोन : 91-80-23330333  
फैक्स : 91-80-23339111

**hmt**  
**HMT LIMITED**  
(A Govt. of India Undertaking)  
**HMT BHAVAN**  
59, Bellary Road,  
Bangalore - 560 032, INDIA  
Ph : 91-80-23330333  
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**CIN : U29230KA1953PTCOO0748**  
**e-mail : [cho@hmtlimited.com](mailto:cho@hmtlimited.com)**

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**[www.tenders.gov.in](http://www.tenders.gov.in)**

**Ref. No. : HMTL/ADMIN/LEASING/2018/02**

**Date: 24.01.2018**

**NOTICE INVITING TENDER (NIT)**

**Sub: Licensing of Commercial Premises at MG Road, Bangalore**

Sealed tenders are invited in "Two Bid System" by HMT Ltd., only from GoI establishments / Central Public Sector Undertakings for Licensing of Commercial Premises at Barton Centre, MG Road, Bangalore on "As is where is basis". Interested Parties are requested to obtain a copy of the NIT document from Administration Department, HMTL Corporate Office, "HMT BHAVAN" No. 59, Bellary Road, Bangalore - 560 032 Tel: +91 080 23330333 or from **[www.hmtindia.com](http://www.hmtindia.com) or [www.tenders.gov.in](http://www.tenders.gov.in)**.

The offer is to be submitted in two bid format comprising 'Technical Bid' and 'Price Bid'. The Bid document must be completed in all respects as per instructions contained therein. Before submitting the Bid document to HMT Limited, the Parties are requested to read the same carefully. Incomplete / inaccurate documents which do not conform to the NIT requirements or where the Bid documents have not been properly filled shall not be accepted. Technical bid and Price bid shall be submitted in separate sealed covers placed in one single sealed cover along with EMD and tender document fee and duly super-scribed with:

1. Tender Title: "**Licensing of Commercial Premises at MG Road, Bangalore**"
2. Tender Notice Reference No. and Date: **HMTL/ADMIN/LEASING/2018/02 dated 24.01.2018**
3. Date & Time of Tender Opening: **26.02.2018 @ 3.00 PM**
4. Name & Address of the Bidder:

**The cover shall be properly sealed along all joints. Tenders received in envelopes which are not sealed properly or only stapled, incomplete and conditional offers, offers submitted through Fax, Email & Social media, offers received after due date, will not be accepted.**

Tenders must be addressed to:

**The Jt. General Manager (A&PR)  
HMT Limited,  
HMT Bhavan,  
# 59, Bellary Road,  
Bangalore– 560032**

Corrigenda if any, shall only be posted on [www.hmtindia.com](http://www.hmtindia.com) / [www.tenders.gov.in](http://www.tenders.gov.in) websites and will not be notified through press advertisement / communication. Bidders are requested to check the website regularly for any updates. Any queries in this regard can be sent to email: [cho@hmtlimited.com](mailto:cho@hmtlimited.com) be faxed on 080 - 23339111 for clarification.

Interested parties may visit/inspect the premises from 23.01.2018 to 31.01.2018 during business hours (9.00 AM to 4.00 PM) with prior intimation to the undersigned.

**DETAILS OF THE PREMISES:**

Particulars	Location	Area in sq.ft	License period
Vacant commercial space at Barton Centre, M.G.Road, Bangalore	Barton Centre, Shop No. 101, First Floor, M. G. Road, Bangalore – 560001.	984 sq.ft	Three years, extendable with mutual agreement

Any clarifications regarding the tender should be sent to the undersigned before the prescribed date and the same shall be clarified. Tenders shall be opened on the stipulated date and time as below. **Bidder or their authorized representatives may remain present at the time of opening of tender.**

**Important Dates/Information**

Date of publishing of Tender Documents : 24.01.2018  
Last date for submitting clarification requests : 31.01.2018  
Last Date of Receipt of Sealed Tender : 26.02.2018 Up to 2.00 PM  
Date / Time of Opening of Technical Bid : 26.02.2018 @ 3.00 PM  
Place of Opening : Conference Hall, First Floor,  
HMT BHAVAN,  
BANGALORE -560032

HMTL reserves the right to accept or reject any or all the offers without assigning any reason whatsoever and the same shall not be subject to review by any court(s).

Yours faithfully  
For HMT LIMITED,

Jt. General Manager (A&PR)

## SECTION 1 - TENDER SCHEDULE

Sl.No.	Description	Detailed Information
1	Name of the Project	Tender for Licensing of Commercial Premises at MG Road, Bangalore on "As is where is" basis
2	NIT Reference Number	HMTL/ADMIN/LEASING/2018/02
3	Date of publishing of tender document	24.01.2018
4	Last Date for receipt of clarifications	31.01.2018
5	Last date / time for tender submission	26.02.2018 Up to 2.00 PM
6	Tender to be addressed to	Jt. General Manager (A&PR), HMT Limited, HMT Bhavan, #59, Bellary Road, Bangalore – 560032
7	Place for tender submission	Administration Department, HMT Limited, First Floor, HMT Bhavan, No.59, Bellary Road, Bangalore - 560032
8	Date and time for opening of Tender and Technical Bid	26.02.2018 @ 3.00 PM
9	Place of tender opening	Conference Hall, I Floor, HMT Bhavan, No.59, Bellary Road, Bangalore - 560032
10	Date and time for opening of Price Bid	Will be intimated to technically qualified bidders
11	Contact for any Tender related queries	Asst. General Manager (Admin), HMT Limited, HMT Bhavan, #59, Bellary Road, Bangalore – 560 032. Phone : (80)23330333 email: <b>cho@hmtlimited.com</b>
12	Tender Document Cost (non-refundable)	Rs. 500/- (Rupees Five Hundred only)
13	Earnest Money Deposit (EMD)	Rs. 10,000/- (Rs. Ten Thousand only)
14	Proposal Validity	Proposal must remain valid for 180 days from the bid opening date.

Note:

1. Tender Document Cost of **Rs Five Hundred only** has to be paid through NEFT/ other electronic means to HMT Limited, Bangalore (**Current A/c No.: 90020200010001, IFSC Code: UCBA0002016, Bank: UCO Bank, Branch: Ganganagar, Bangalore**). Photo copy of the proof of payment should be submitted along with the Technical Bid only.
2. EMD of **Rs Ten Thousand only** has to be paid through NEFT/ other electronic means to HMT Limited, Bangalore (**Current A/c No.: 90020200010001, IFSC Code: UCBA0002016, Bank: UCO Bank, Branch: Ganganagar, Bangalore**). Photo copy of the proof of payment should be submitted along with the Technical Bid only.
3. Bids not containing reference of payments of tender document cost and EMD shall be rejected.

## SECTION 2- INTRODUCTION

HMT Limited is a Central Public Sector Undertaking under the administrative control of Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises, Government of India. HMT Limited (HMTL) with its Head Quarters in Bangalore.

The surplus infrastructure facilities for the office premises available at M G Road, Bangalore is being offered for the Lease & Licensing. Interested Govt. of India Establishments / Central Public Sector Undertakings can submit their Bids against Tenders Notice as mentioned in the NIT.

### Particulars of rental accommodation at Barton Centre, M G Road :

S.N	Description	Particulars
1.	Location	Barton Centre, Shop No. 101, First Floor, M. G. Road, Bangalore – 560001.
2.	Utilization of rental space	Commercial / Office Purpose
3.	Description of rental space	Shop premises located on MG Road Opposite to Metro Station with North Side facing
4.	Statutory provisions	Smoke detectors, fire safety devices
5.	Approach	Shop has two stair cases & lifts
6.	Parking / other facilities	Car/2 wheeler parking for staff /visitors in the basement. Independent Toilet, water & electricity
7.	Services	Round the clock security, Housekeeping and Administrative services.

### SECTION 3 - TERMS AND CONDITIONS

1. Tenders / Offers received after the prescribed date & time will be rejected.
2. Window envelope shall not be used for submitting the quotation.
3. The offers should be submitted on the prescribed formats only and the quoted prices should be both in figures and words. In the event of difference the price in words shall be valid and binding.
4. **License Fee :**
  - a. Lumpsum License Fee per sq.ft per month for the said premises shall be quoted by the Bidder in the Price Bid format.
  - b. The License fee is payable in advance for the month from the date of occupation or 30 days from issue of allotment letter to Licensee, whichever is earlier.
  - c. There shall be 8% increase in License Fee every year (License year) over license fee of preceding year, during the tenure of the license.
5. The tenure of the License Period shall be Three years, extendable with mutual agreement.
6. **Technical Bid should clearly indicate the purpose for which the License is being sought and should not contain any price information.**
7. The Bidder should sign at the end of each page of the application and provide an undertaking stating that all information / documents forwarded by them are true and correct and that, in case it is found to be incorrect in future, the same would entitle the Company to reject the bid forthwith or terminate the contract.
8. The Bidder shall enclose copies of all the relevant documents / certificates as specified in the Technical Bid format. If the concerned document / certificate are not applicable to the bidder, the same shall be mentioned specifically with reasons. The Technical Bid may be rejected forthwith if copies of any document / certificates as mentioned in the Technical Bid format are not enclosed along with tender by treating it as incomplete Bid. No column in Technical Bid shall be left blank.
9. Only Bidders whose Technical Bids are qualified technically will be called for opening of Price bid. No intimation will be sent to those whose bids are not technically qualified.
10. Any correction / overwriting etc., should be authenticated with initials by the Bidder.
11. The Area mentioned is **approximate** and the actual area will be measured and charged accordingly at the time of occupation. HMT Ltd. has the right to measure the area if in doubt at any time during the tenure of License period and licensee will be charged accordingly from the commencement of the License period. HMT Ltd. may reduce / increase area if any, with mutual consent and fix license charges



accordingly before occupation. The License fee is payable from the date of occupation or 30 days from issue of allotment letter to Licensee, whichever is earlier.

### **12. Security Deposit:**

- a. The Successful Bidder shall deposit Ten months License Fee as **Security Deposit** with the Company and execute / register the **License Agreement** within 30 days from the date of allotment. The licensee / allottee will be permitted to occupy the premises only after execution / registration of the agreement. In case the successful Bidder does not pay Security deposit within a period of 30 days from the date of allotment, the allotment shall stand cancelled.
- b. The Security Deposit does not carry any interest and will be refunded to the Licensee on vacating the premises as per License Agreement after adjusting the dues, if any.

### **13. License Agreement:**

- a. The successful bidder shall execute / register the License Agreement with all the terms & conditions mentioned in the Draft Agreement approved by the Licensor. The Stamp duty & registration charges, if any for the License Agreement shall be borne by the Licensee, as provided under Karnataka Stamp Act. The premises are given on license on "As is where is" basis and the licensor will not be responsible for any repair / renovation work etc., during the license period.
- b. If the Bidder fails to register/execute the agreement within a period of 30 days after depositing Security Deposit, the allotment shall stand cancelled and three months license fee shall be recovered from Security Deposit amount. However, Management may at its discretion permit the Bidder to execute/register agreement within a grace period of 15 days beyond the permitted 30 days period, provided Security Deposit has been paid within 30 days from the date of allotment. In that case payment of license fee shall be chargeable from the date of expiry of 30 days from the date of allotment. Failing to execute/register the agreement within the grace period also, shall lead to cancellation of allotment and three months license fee shall be recovered from Security Deposit amount.
- c. It is clearly understood that the transaction does not contemplate transfer of interest of any kind in the said premises to the Licensee under the License, but only a permission to use the premises for the purpose stated by the Licensee in the tender submitted by them.
- d. Throughout the License period, the Licensee shall have the sole and exclusive use and occupation of the licensed premises and except there being a breach of the agreed terms and conditions of the License. However, HMT reserves the right to inspect the premises at any time with prior intimation to the Licensee.
- e. The Licensee can take out the moveable items brought by him while vacating the premises and all fixed items have to be left behind after paying all dues.

14. In the event of any liability arising under law in force from time to time or any claim arising for any reasons involving contractors / staff of Licensee due to accident or any other account, such liability shall be borne by the licensee and HMT Ltd.(Licensor) shall in no way be responsible or liable for the same.
15. Multiple offers from sister concern or related concern having common ownership/links with each other are strictly not allowed. In that case their offers shall be disqualified.
16. Any person/agency that has filed any case or raised any litigation against the company which is pending before any court is not eligible to apply for the tender.
17. Details of information regarding any prior / existing transactions by the party with HMT and / or its Subsidiaries including those of any relative of the party employed in HMT or any of its Subsidiaries should be submitted along with the tender.
18. HMT Ltd. does not bind itself to accept any tender or assign any reason for not accepting the offer; it further reserves the right to accept / reject any tender wholly or in part.
19. HMT Ltd. takes no responsibility for any loss/ delay/ non-receipt of tender sent by post or by any other arrangement.
20. HMT Ltd reserves the right to
  - a. modify the scope of the tender including the format for the Price bid through a corrigendum to be published in the Company website, if necessary.
  - b. reject one or all quotation(s) without assigning any reason whatsoever and evaluation of Offers by HMT Ltd. would be final.
21. **VALIDITY: Offered rates should be valid for a period of 180 days from the date of Opening of the Technical Bids.**
22. **ARBITRATION:** All disputes arising out of this agreement shall be resolved through arbitration procedures. The Arbitral Tribunal shall consist of one Arbitrator appointed by the parties by mutual agreement. If the parties cannot reach consensus as to the appointment of Sole Arbitrator, the Arbitrator shall be appointed as per the procedure provided under Arbitration & Conciliation Act, 1996. The Sole Arbitrator shall be a Judge(retired) of a High Court. The provisions of Arbitration & Conciliation Act, 1996 shall be applied in the matter of resolution of any dispute arising out of this agreement. The arbitration venue shall be at Bangalore, Karnataka only and the language of arbitration shall be English only.
23. **JURISDICTION:** ALL DISPUTES ARE SUBJECT TO BANGALORE JURISDICTION ONLY.
24. **PENALTY CLAUSE:**

The Licensee shall pay the monthly **License** fee within the date of the month as specified in the Agreement. Delayed payments are liable to attract penal fee.

The Licensee shall have no right whatsoever for continuation of the License beyond the period fixed under the License Agreement under any circumstances and shall vacate the premises/schedule property without overstaying the agreed License period. If the Licensee fails to vacate the licensed premises upon expiry of the License period for any reason whatsoever, the Licensee shall be liable to pay to the Licensor a penal license fee which shall be **twice the amount of license fees paid** by the Licensee, for the period immediately preceding month of overstay.

However, if the licensee does not vacate the premises even after 6 months from the date of expiry, then the licensor reserves the right to charge the Licensee additional penalty as deemed fit for the period of further over stay. This remedy / penal provision, shall however, be without prejudice to the rights of licensor to evict the licensee in accordance with the provisions of the Public Premises (Eviction of Unauthorized occupants) Act, 1971 or through any other legally permissible means/norms after the expiry of license period.

#### **25. TERMINATION /EXIT CLAUSE:**

- a. Without prejudice the licensee may also terminate the agreement by giving three months notice subject to observance of all other Licensing obligations, should they be unable to run the operations during the period of the licensee from the date of these presence, for whatever the reasons.
- b. In the event of any failure in fulfilling the conditions laid down in the licensing agreement by the licensee then the license agreement will be terminated and shall forfeit the security deposit.

26. Permission from Government or other Statutory Bodies is the sole responsibility of the licensee.

#### **27. RIGHTS & RESPONSIBILITIES OF LICENSEE**

- a) The Licensee is allowed to use the premises offered on License Basis without any interruption or disturbances from the Licensor, subject to conditions of License/ Agreement.
- b) **The Licensee shall not use the premises for any other purpose except for the purpose indicated in the Tender notification.**
- c) **Additions/ alterations during the license period:** Any additions/alterations to existing structure on the licensed area shall be made by the Licensee only after obtaining written permission from HMT and obtaining all requisite clearances from HMT Limited. Such additions/alterations shall become part of the property of HMT after the license period is over.
- d) The Licensee will have to pay the monthly license fee along with applicable taxes for the current month on or before 10<sup>th</sup> of the subsequent month on a regular basis

without fail. The Licensee shall also be required to pay the charges for consumption of Water and Electricity and other Maintenance charges separately as per the prevailing rates during the License period on a monthly basis.

- e) If the License fee is not paid for a period of two months, the Licensee shall have to vacate the licensed premises. The Licensor reserves the right to enter and take over the premises by removing the belongings of the licensee. This action shall be without prejudice to the licensor's other rights and remedies including termination of the license and discontinuing the maintenance services of supplies provided by the licensor to the licensee.
- f) The Licensee shall keep the said premises in good and tenantable condition at all times during the License period and deliver the same including electrical and other fittings, fixtures, appliances, equipment furniture etc., back to the Licensor in good condition on expiry or termination of the License.
- g) Goods & Services Tax (GST) and other statutory levies shall be payable by the licensee wherever applicable as per Government norms applicable during license period.
- h) The Licensee shall not assign his interest in the premises nor sub-let or permit occupancy of the same either in full or in part to any person / Company, whatsoever.
- i) In case of any damages to the structure, equipments, building appliances, fixtures, furniture, cabins, etc., in the custody of Licensee is to be borne by Licensee only.
- j) The Licensee shall indemnify the Licensor against all actions, claims, demands and expenses on account of any breach of the License, of any of the terms of the License and shall allow the Licensor or his Representative to inspect the said premises offered on License at all reasonable times for satisfying themselves that all the terms & conditions hereof are being observed by the Licensee. The Licensee shall allow authorized representative of Licensor for inspection of the conditions of the premises as and when required.
- k) The Licensee is required to maintain the said premises in good condition and undertake to that effect to complete any repairs whenever warranted at his cost and to keep the premises in usable/good conditions.
- l) In the event of there being any change in the constitution/legal status of the Licensee, the Licensee shall immediately notify about such change along with all relevant documents, approvals etc., for approval of the Licensor. In case such change of Constitution is not accepted by the Licensor, the License shall stand terminated, in which event the Licensee shall, within 30 days, vacate the premises without giving room for initiating any legal action for vacating or other proceedings available under law shall be initiated.

## **28. RIGHTS AND RESPONSIBILITIES OF LICENSOR**

1. The Licensor shall enable the Licensee to use the premises offered on License basis without any interruption or disturbance from the Licensor subject to the conditions of license / agreement agreed to by the Licensee.
2. The Licensor will not, in any way, be responsible for any transactions carried on between the Licensee and their Customers/suppliers or any other constituents related to the employees / persons employed by them.

NOTICE INVITING TENDER  
for  
Licensing of Commercial Premises at MG Road,  
Bangalore

**Two Bid System**

Ref No. : HMTL/ADMIN/LEASING/2018/02

**Technical Bid**

24th January, 2018



**HMT LIMITED,**  
HMT Bhavan,  
#59, Bellary Road,  
Bangalore – 560 032.

**SECTION 4 – TECHNICAL BID FORMAT  
(Technical Evaluation / Criteria Sheet)**

<b>A. FULL PARTICULARS OF THE BIDDER:</b>			
(i)	NAME OF ORGANISATION		
(ii)	Communication particulars of Corporate and Registered office – Address		
(iii)	Telephone/ Mobile / Fax / Email / Website		
(iv)	Type of Business  (Attach Memorandum and Articles of Association if any).		
(v)	Name of Head of the Organisation		
(vi)	Company Profile ( please enclose)		
(vii)	Average Annual Turnover (Last three yrs) Enclose audited balance sheet and profit & loss account	2014-15	2015-16
			2016-17
(viii)	PAN (Attach copy of PAN Card)		
(ix)	GST No (Attach Copy)		
(x)	EMD Details:	NEFT Payment details:  DD No. :..... & Date :..... Name of the Bank: ..... Value :Rs.....	

**B. DOCUMENTS ENCLOSED**

<b>SN</b>	<b>Document</b>	<b>Whether enclosed</b>
1)	Memorandum of Articles of Association enclosed	YES/ NO/ NA
2)	Audited Annual Accounts	YES / NO
3)	Audited balance sheet for the last 3 financial years	YES / NO
4)	Copies of the Income-Tax Returns filed by the Bidder during last 3 years	: YES / NO
5)	Details and the purpose of utility	: YES / NO
6)	Proof of Earnest Money Deposit payment attached	: YES / NO
	Bank: Reference no.: Date:	Amount:
7)	Proof of Tender Document Cost payment attached	: YES / NO
	Bank: Reference no.: Date:	Amount:

.....  
**Name/Signature of the Bidder**  
**With seal & Date**



**DECLARATION**  
**(To be enclosed with Technical Bid)**

I / We hereby declare that, I/We have read and gone through all the terms & conditions contained in the Tender Document NIT Ref: HMTL/ADMIN/LEASING/2018/02 DATED: **24.01.2018** and the same is read, understood and agreed by us before submitting the Tender.

I/We am/are furnishing the above information to the best of my/our knowledge and ability.

In case the Company finds at a later date that any of the information furnished by me is false, I/We am/are liable for any action being initiated by HMT Ltd., Bangalore, against me/us including cancellation of my/our Quotation/License without giving any notice.

I/We accept all the terms and conditions as mentioned in the tender document.

I/We further declare that I/We have not submitted any other quotation in response to the above Tender Notification through our sister concern.

I/We declare that the prices have been quoted for full occupancy only.

I/We declare that the Validity of offer is for a minimum period of 180 days from the date of Technical Bid Opening.

.....  
**Name/Signature of the Bidder**  
**With seal & Date**

NOTICE INVITING TENDER  
for  
Licensing of Commercial Premises at MG Road,  
Bangalore

**Two Bid System**

Ref No. : HMTL/ADMIN/LEASING/2018/02

**Price Bid**

**24th January, 2018**



**HMT LIMITED,**  
HMT Bhavan,  
#59, Bellary Road,  
Bangalore – 560 032.

## SECTION 5 - PRICE BID FORMAT

### PART – I

#### MONTHLY LICENSE FEE

Sl. No	Particulars	Area in # sq. ft.	Rate per sq.ft in Rs.	Total License Fee Per Month* in Rs.	
				In Figures	In Words
1.	Vacant commercial space at Barton Centre, M.G.Road, Bangalore.	984 sq.ft			
2.	Common Area maintenance charges				

**Note:**

\* Corresponding GST and any other Government levies / taxes applicable as per Government rate prevailing from time to time shall be borne additionally by licensee.

# Area mentioned is approx and subject to actual measurement at site. License Fee will be charged on pro-rata basis for area offered, based on actual measurement made jointly with the successful bidder.

### PART - II

#### OTHER APPLICABLE CHARGES PAYABLE BY THE LICENSEE:

SN **Particulars**

1. Monthly Electricity Charges at actual.
2. Monthly Water charges at actual.

.....  
**Name/Signature of the Bidder**  
**With seal & Date**