



Maharashtra Real Estate Regulatory Authority

Invites bids for

LICENSE OF COMMERCIAL OFFICE SPACE IN MUMBAI.

TENDER NO. 01/2018

The tender requires the bidder to go through all the terms and conditions before submitting the bid.

INDEX (TENDER FLOW)

Sr.no		Page no.
1.	SECTION A • NOTICE INVITING TENDER	3
2.	SECTION B • BASIC INFORMATION OF TENDER	4
3.	SECTION C • BID OPENING QUALIFIERS	5
4.	SECTION D • D1- INSTRUCTIONS TO BIDDER • D2- SPECIAL TERMS AND CONDITIONS • D3-GENERAL TERMS AND CONDITIONS	6
5.	SECTION E • E1-TECHNICAL BID QUALIFICATION CRITERIA • E2- OTHER TECHNICAL INFORMATION	15
6.	SECTION F • F1- GENERAL INFORMATION • F2-CONTACT INFORMATION	18
7.	SECTION G • DECLARATIONS	20
8.	SECTION I • INTEGRITY PACT	23
9.	SECTION J • PRICE BID	27

SECTION A

NOTICE INVITING TENDER

INVITATION OF OFFERS FOR OFFICE SPACE.



MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY LICENSE OF OFFICE SPACE IN MUMBAI.

Secretary, Maharashtra Real Estate Regulatory Authority invites sealed offers on Leave and License OF COMMERCIAL OFFICE SPEACE located in 'G Block' BKC and areas up to 1 km radius of the periphery of 'G Block' BKC, Mumbai.

1. Tender no. MahaRERA/1/2018
2. Area Required: 800 sqm to 2,000 sqm CARPET AREA
3. Pre-bid Meeting is scheduled at 15.00 Hrs. on 6/03/2018, at MahaRERA, 2nd Floor, A wing, SRA Building, Bandra (East), Mumbai-400051.
4. Last date and time of submission of offers is 15th March 2018 by 15.00 Hrs. Bids received after due date and time shall not be considered valid. The technical bids will be opened at MahaRERA office on 15th March 2018 at 16:00 Hrs.

The Tender document can be downloaded from MahaRERA's website <https://maharera.mahaonline.gov.in> and <https://mahatenders.gov.in>. All responses to the tender and bids are to be uploaded on <https://mahatenders.gov.in>. No hard copy of the tender response will be entertained.

Any update, amendment, corrigendum to the tender will be published on Mahatender webpage as well as MahaRERA website.

Bidders are requested to update themselves by frequently visiting the websites mentioned above.

Secretary
MahaRERA
SRA Administrative Bldg.
"A" Wing, 2nd Floor, Anant
Kanekar Marg, Bandra
(East), Mumbai 400 051.

SECTION B

BASIC INFORMATION OF TENDER

TITLE	LICENSE OF OFFICE SPEACE
Tender Type	Public
Tender scope	Domestic
Bid Type	Two Bid (Technical Bid and price Bid)
Evaluation criteria	<ol style="list-style-type: none"> 1. Total Effective Cost 2. Location of the Building 3. Accessibility to Public Transport 4. Provision for adequate washrooms within the premises 5. Efficiency of Floor Plate 6. Contiguous space 7. Commercial premises 8. Amenities provisioned within the project
Pre-Bid Meeting	06/03/2018 at 15:00 Hrs.
Tender due date & time	15 th March 2018 at 15:00 Hrs.
Validity of Offer	60 days from the opening of technical bid

SECTION C
BID OPENING QUALIFIERS

Separate Application forms are to be submitted for different properties/ offers. Violation of this can lead to summary rejection of the bid.

Signed Declarations (Declaration 1 & 2) by the Bidder (SECTION G) to be attached with the Technical Bid. Violation of this can lead to summary rejection of the bid.

Signed Integrity Pact (SECTION I) to be attached with the Technical Bid. Violation of this can lead to summary rejection of the bid.

SECTION D 1

INSTRUCTIONS TO BIDDER

- **OFFERS ARE INVITED IN A TWO BID SYSTEM**

FROM INVESTORS/PSU's/CORPORATE HOUSES/CONGLOMERATES FOR THE AFORESAID PREMISES IN SECTION A. Interested bidder to not be solely in the business of real estate development. Brokers/property dealers will not be entertained.

- Bidder is requested to download the Tender documents from the <https://mahatenders.gov.in>. The bid document can also be viewed at MahaRERA WEBSITE. <https://maharera.mahaonline.gov.in>

RESPONSE TEMPLATES ARE PROVIDED IN THE EXCEL FILE IN THE TENDER DOCUMENT WHICH CAN BE DOWNLOADED FROM MahaRERA WEBSITE. Please enable content after opening the Excel Macro Sheet.

- Please fill in the responses in the soft copy in the RESPONSE TEMPLATES.
- Each and every page of the BIDDER RESPONSE AND THE BID DOCUMENT should be duly signed by the bidder at bottom side. In case of a Partnership/Company, seal of the firm is a must. Any violation of this condition will result in rejection of the offer.

- **AREA REQUIRED**

800 To 2000 sqm carpet area

- **LOCATIONS UNDER CONSIDERATION**

G Block in BKC and areas within a radius of 1 km from periphery of G Block of BKC

SECTION D 1
INSTRUCTIONS TO BIDDER

- **DEFINITION OF CARPET AREA**

Carpet area means the usable office area at any floor level and includes all internal partitions, walls, columns, door jambs, bathrooms, lavatories, kitchen and pantry, passages for fire exit-relating to and contained within the property.

- Carpet area will be determined and agreed upon, after the joint measurement by the bidder and MahaRERA during the technical visit.
- ALL TECHNICAL BID QUALIFICATION CRITERIA specified in SECTION E need to be validated at the time of Technical Visits by furnishing adequate and appropriate documentation. Failing to validate any of the above mandatory requirement shall lead to rejection of the bid.
- The Technical Bid should not have any reference to cost/price. Any reference to cost/price should be mentioned only in the sealed envelope containing the PRICE BID. Any violation of this condition will result in rejection of the offer.
- The PRICE BID should not have any reference to any other information other than price. Any violation of this condition will result in rejection of the offer.
- In case of a mismatch in Special Terms and Conditions and General Terms and Conditions, Special Terms and Conditions shall prevail.

SECTION D 1
INSTRUCTIONS TO BIDDER

TENDER SHOULD BE COMPLETE IN ALL RESPECTS.

Any queries that the bidder has is to be addressed to techoff2@maharera.mahaonline.gov.in

Evaluation Criteria

- Only Technically Qualified bids shall be evaluated
- Price Bid - Total Effective Cost (as indicated in the Response Template) shall be considered for Final Evaluation. Total Effective Cost shall be measured in INR per sqm on Carpet Area Basis
- Location of the Building
- Accessibility to Public Transport
- Provision for adequate washrooms within the premises
- Efficiency of Floor Plate
- Contiguous space
- Amenities provisioned within the building/project

SECTION D 1

INSTRUCTIONS TO BIDDER

SUBMISSION OF BIDS

The Technical documents should not have any reference to cost/price. Any violation of this condition will result in summary rejection of the offer. Hence, bidders are requested to exercise caution.

Last Date and Time of Submission of offers is 15th March 2018 by 15.00 Hrs. Documents received after due date and time shall not be considered.

OPENING OF BIDS

- Bidders may send their queries addressed to techoff2@maharera.mahaonline.gov.in by 6th March 2018. All the queries shall be answered via email by 7th March 2018.
- Pre-bid meeting is scheduled at MahaRERA office, 2nd Floor, A wing, SRA Building, Anant Kanekar Marg, Bandra East, Mumbai-51 at 1500 Hrs. on 28th February, 2018. This will be to address any queries that the Bidder may have regarding the Tender Document.
- Last Date and Time of Submission of offers is 15th March, 2018 by 15:00 Hrs. Bids received after due date and time shall not be considered.
- Technical documents will be opened at 1600 Hrs. on 15th March 2018.
- Interested bidders can witness the opening of Technical Documents at the above mentioned address on due date and time.
- A technical committee of MahaRERA officers will visit the premises offered after opening of the technical documents for which the bidders should facilitate.
- Price bids will be opened after technical evaluation of the offers received.
- Price bids of only technically qualified and validated bids shall be opened.
- The date and time of opening of Price Bids will be communicated to technically qualified bidders.

SECTION D 2

SPECIAL TERMS AND CONDITIONS

- All TECHNICAL DOCUMENTS QUALIFICATION CRITERIA specified in SECTION E need to be validated at the time of submission of Technical documents or Technical Visits, by furnishing adequate and appropriate documentation. Failing to validate any of the All TECHNICAL DOCUMENTS QUALIFICATION CRITERIA specified in SECTION E shall lead to rejection of the bid.
- The bidder should have undisputed, clear and marketable title/ ownership and possession of the land and building. Land taken on perpetual lease from Govt. bodies for a period of 30 years and building constructed therein complying with the terms of the lease deed may also be considered.
- The premises offered should be complaint with all statutory approvals/clearances such as Municipal/Urban Land Ceiling etc., free of any encumbrance and should hold the Completion/Occupation Certificate from Competent Authorities.
- Certified copies of Title Deed including Revenue records/property records, Occupation/Completion Certificate of the building from competent authority, approved building plan together with Title verification report from an advocate to be submitted together with Technical Documents or during the Technical Visits. The premises if any offered in special zone/park/area should have approval form all concerned Govt. Agencies for use of said offered premises for commercial use by firms like MahaRERA. Validation of Commercial Space has to be provided before the Registration of the Leave & License Agreement.
- Encumbrance status of the building, Nil litigation declaration, copies of receipts of up to date payment of all applicable taxes, duties, revenue dues etc. to be provided with the Technical Documents or during the Technical Visits.
- Only investors/PSU's/corporate houses and conglomerates need to apply for the properties that they own. In case, the properties are owned by more than one owner, such joint owners can quote jointly or through one of them holding power of attorney. Only authorized person(s) having appropriate authority letter from the Competent Authority can submit the bid.
- Bids through Brokers/property dealers shall not be accepted.

SECTION D 2
SPECIAL TERMS AND CONDITIONS

- MahaRERA may issue public notice in leading newspapers inviting claims if any from the public before entering in to license. The bidder should not have any objection for issuance of the public notice by MahaRERA.
- Bidder shall have to arrange and produce all details/documents which are required by Legal Advisor, Technical and Finance Experts of MahaRERA.
- Expenses towards Stamp Duty and Registration Charges of the premises will be borne by MahaRERA. Necessary co-ordination with the Sub Registrar's office to be done by the bidder. All incidental expenses in this regard other than stamp duty and Registration Charges to be borne by the bidder.
- All applicable taxes like VAT, service tax, GST, etc. shall be borne by MahaRERA.
- Payment of LICENSE value shall be made by way of cheque /e-payment by 10th of every month as per the LICENSE agreement which will be executed as per standard format of MahaRERA.

SECTION D 3
GENERAL TERMS AND CONDITIONS

- Inspection: Property will be subjected to Technical Inspection by representatives of MahaRERA.
- **FIRM PRICES:** - Rates quoted by the bidders should be on firm price basis.
- Prices will remain firm for a **VALIDITY PERIOD** of 60 days from the date of opening of bids.
- The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. The Tenders shall particularly take note of this factor before submitting their tender(s).
- In consideration for having a chance to be considered for entering into Agreement with the Owner, the Tenderer agrees that the Tender submitted by him shall remain valid for the period prescribed in the tender conditions, from the date of opening of the tender. The Tenderer shall not be entitled during the said validity period, to revoke or cancel the tender without the consent in writing from MahaRERA.
- Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted.

SECTION D 3
GENERAL TERMS AND CONDITIONS

- **TERMS OF PAYMENT:** - Wherever possible, payment shall be tendered in electronic mode (e-payment), through any of the designated bank. The bidder will comply by furnishing full particulars of bank account (e-mandate) to which the payments are to be routed. MahaRERA reserves the right to make payment in any alternate mode also.
- Non acceptance of commercial terms and conditions may result in rejection of your offer.
- MahaRERA reserves the right to reject offers not meeting its Technical requirements and commercial conditions.
- MahaRERA reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. MahaRERA reserves right to accept any or more tenders in part. Decision of MahaRERA in this regard shall be final and binding on the bidder.

SECTION D 3
GENERAL TERMS AND CONDITIONS

- Bidders must clearly indicate in their offer the different taxes and duties which they propose to charge extra mentioning clearly the present rates thereof. Vague offers like “Duties as applicable” or “To MahaRERA account” etc. are liable to be ignored.
- Patents, infringement & Indemnity:
 - a) Licensor shall protect and fully indemnify Licensee from any claims for infringement of patents, copyright, trade mark or the like.
 - b) Licensor shall also protect and fully indemnify Licensee from any claims from Licensor’s workmen/employees, their heirs, dependents, representatives etc. or from any other persons/persons or bodies/companies etc. for any act of commission or omission while executing this order.
 - c) Licensor shall be responsible for compliance with requirements under the laws and shall protect and indemnify completely Licensee from any claims/penalties arising out of any infringements.
- Grievance Redressal Mechanism:

MahaRERA has developed a “Grievance Redressal Mechanism” to deal with references / grievances if any that are received from parties who participated/intend to participate in the Corporation Tenders.

If any bidder is aggrieved by any decision of Secretary/MahaRERA, he can appeal to chairperson/ MahaRERA within 2 weeks.

If he desires for hearing, he should specifically apply to chairperson & The decision of Chairperson is final & binding on both parties.

SECTION E 1
TECHNICAL BID QUALIFICATION CRITERIA
Please fill Yes/No in the Response Template

Complete Address of the offered premises provided	
Transaction Type : Leave & License	
OFFERED SPACE IS COMMERCIAL (NON IT-ITES) SPACE	
Minimum Area to be offered 800 sqm. Carpet Area	
Proposed Licensor to not be solely in the business of real estate development	
Proposed premises to be located in G Block of BKC or within a radius of 1 km	
Chief Fire Office (CFO) Clearance Certificate	
Occupation Certificate	
Manned Security and CCTV surveillance for Common Areas	
Building age not more than 10 years from the date of Occupation Certificate	
Undisputed, clear and marketable title/ ownership and possession of the land and building	

SECTION E2
OTHER TECHNICAL INFORMATION
Please fill in the information in the Response Template

1. Offered carpet area per floor (in sqm)
2. Offered Total Carpet area (in sqm)
3. Floor to Ceiling height in met
4. Column Span (in meter)
5. Load Bearing Capacity
6. Provision of AHUs
7. Power Back-UP <ul style="list-style-type: none"> • No. of DG Sets • Area Covered • Location of DG set
8. Total no. of Car Parks
9. No. of Toilets offered
10. Elevators <ul style="list-style-type: none"> • Manufacturer Name • Typical speed • No. of Passenger Lifts, Capacity (PAX and Load) • No. of Service Lifts (Load Capacity)
11. Staircase <ul style="list-style-type: none"> • No. of Staircase • Width (in meters)

**SECTION E2
OTHER TECHNICAL INFORMATION**

Please fill in the information in the Response Template

12. Power <ul style="list-style-type: none">• Supplier Name• Sanctioned Load
13. Fire –Fighting <ul style="list-style-type: none">• Fire detection and fire fighting systems• Fire hydrant tank capacity
14. Water <ul style="list-style-type: none">• Water supply source• Tank capacity
15. Sewage <ul style="list-style-type: none">• Arrangements for Sewage Extraction• Provision for Sewage Treatment plant
16. Certifications <ul style="list-style-type: none">• Name• Type
17. Security <ul style="list-style-type: none">• CCTV• Basement Security and Access
18. Telecommunications <ul style="list-style-type: none">• Telephone & ISP• Leased Line & ISDN• VSAT
19. Maintenance Agency

SECTION F 2
OTHER TECHNICAL INFORMATION
Please fill in the information in the Response Template

Offered Project Details

- Project Name
- Complete Address
- Classification –Commercial /IT Park
- Age of the Building on the date of notification of tender
- Plot size
- Project size(Insq.m
- Structure (Towers/Wings/Basement/Floors etc.)
- Status (Under-construction/Completed)
- Availability for fit –outs
- Amenities

Offered Space

- S. No. or Plot No.of the land in which the Premises is situated
- Carpet Area (Sqm)
- Floor (S)
- Condition of Premises on Handover
Signage

Location Details

- Distance from the nearest Railway Station
- Western Line
- Central line
- Harbor line
- Distance from the nearest proposed metro/monorail station
- Bus Connectivity to which all destinations
- Distance from Domestic Airport
- Distance from International Airport

**SECTION F 2
CONTACT INFORMATION**

Please fill in the information in the Response Template

Contact Number 1	
Name	
Designation	
Mobile Number	
Email Address	
Contact Number 2	
Name	
Designation	
Mobile Number	
Email Address	
Contact Number 3	
Name	
Designation	
Mobile Number	
Email Address	

Minimum 3 points of contact to be provided.

**SECTION G
DECLARATIONS**

DECLARATION 1

(to be submitted along with un-priced bid)

M/s _____ hereby declare/clarify that we have not been banned or desired by any Government or quasi Government agencies or Public Sector Undertakings.

Stamp & Signature of the Bidder

NOTE: If a bidder has been banned by any Government or Quasi Government agencies or PSU's, this fact must be clearly stated with details. If this declaration is not given along with the un-priced bid, the tender will be rejected as non-responsive.

**SECTION G
DECLARATIONS**

DECLARATION 2

We solemnly affirm as under:

- i. This Tender Document Set was downloaded by us from your website and is being used for submitting our bid.
- ii. The downloaded file was printed and is being submitted without any alternations, delegations, additions or changes.
- iii. The clauses, stipulations, etc., contained in the tender documents, which are not acceptable to us are highlighted separately in a note on our letterhead appended to our Technical Bid.
- iv. We further affirm that except for these deviations highlighted as above, all other Terms and Conditions of the tender set are acceptable to us and we hereby accept and agree to abide by all the other Terms and Conditions contained in the tender document set.
- v. We understand that in case it is found subsequently that the downloaded Tender Document Set was altered or tampered with, in any manner, then our bid will be rejected.

Stamp & Signature of the Bidder

SECTION G INTEGRITY PACT

(To be executed on plain paper)

INTEGRITY PACT

Between

MahaRERA) hereinafter referred to as “The Principal”, and M/s.
Hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organization procedure, contract/s for _____ . The Principle values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s National and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional Information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The principal will exclude from the process all known prejudiced persons.
- (2) If The principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

SECTION I INTEGRITY PACT

Section 2- Commitments of the Bidder /Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person of firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/ Contractor will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

SECTION I INTEGRITY PACT

Section 3- Disqualification from tender process and exclusion from future contracts

if the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder/contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may evoke the exclusion prematurely.

SECTION I INTEGRITY PACT

Section 4 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 5- Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidders/ Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitute corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

**SECTION I
INTEGRITY PACT**

Section 9- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

Place

Date

For the Bidder/Contractor

Witness 1:

Witness 2:

SECTION J

COMMERCIAL TERMS

Please fill in the information in the Response Template

All units to be INR per sqm

Building Name.	
Address	
Proposed Licensor	
Unit Nos.	
Chargeable Area	
Carpet Area	
License Term	60 months
License Commencement Date	On execution of Leave & License Agreement
Handover Date	On License Commencement Date
License Fees Free Period	3 months from date of Handover for Fit-outs
Monthly License Fees (per sqm month on carpet area)	INR
Lock In Period	60 months for Licensor; 36 months of Licensee
Common Area Maintenance Charges	Current and future common area maintenance charges to be included in Monthly License Fees
Property Taxes	Current and future property tax to be included in Monthly License Fees
Interest Free Refundable Security Deposit	Equivalent to Six (06) Months Monthly License Fees payable on execution of Leave & License Agreement
License Fees Escalation	15% escalation on Monthly License Fees after 36 months
Car Parking Ratio & Charges (Preferred 1:150 sq mtr on carpet area)	Charges to be included in the Monthly License Fees
Notice Period	6 months after expiry of lock-in period
Condition of Handover	

Please fill only values (no units) in the space provided in above table. DO NOT FILL THE VALUES BY HAND.

The PRICE BID should not have any reference to any other information other than price. Any violation of this condition will result in rejection of the offer. Hence, bidders are requested to exercise caution.