

**PUBLICATION ON MTNL WEBSITE [www.mtnlmumbai.in](http://www.mtnlmumbai.in) VIDE NO.SM(P)S /MTNL /LL FOR VENDING VAN/ BKC /12-13 /1 DTD:18/10/2012**

MTNL Mumbai invites offer for giving the parking space on Leave and License basis in BKC Telephone Exch. Building, CST Road, Kurla Mumbai-400 098 for parking a vending van on the following Terms and Conditions :-

**(A)**

1. Vending Van is allowed to be parked from 07.00 a.m. to 11.00 p.m. at the designated parking place.
2. The Vending Van may be utilized as point of sale.
3. No cooking on the van is allowed. Mere dispensing of items which have been pre prepared is permitted.
4. If required, the Electric supply will be provided through sub meter and 15 Amp wall Socket for the use of Van on paid basis by Licensee subject to permission from Electric Supply Company.
5. Minimum of Rs.5000/- p.m. will be charged for the Electricity. In case, the electricity charges are more than Rs.5000/-, it will be charged on actuals.
6. The Licensee is expected to undertake distribution of MTNL flyers with each of its delivery, promotional offers of MTNL customers from time to time, branding space of MTNL on his paper bag, cross promotion of MTNL products to his client and any other branding and marketing tie-up in conjunction with TR and Marketing Unit of MTNL.
7. The Licensee shall pay the security deposit of Rs.55,000/- against the Electricity charges and an amount equivalent 06 months License Fee as Security Deposit in advance at the time of execution of the Leave and License Agreement. The monthly License fee will be paid on or before 10<sup>th</sup> of every month.
8. The exit from the Agreement will be allowed for both the parties only after six months with one month prior notice to each other as per the condition of the Leave and License Agreement. In case of premature exit, minimum License Fee of six months will be charged. The Licensor is entitled to deduct the same from the Security Deposit.

**(B)** About 100 Sq. ft of area is designated/earmarked and offered for the above scheme in BKC Telephone Exchange on Ground floor and same may be inspected on any working days with the prior appointment from SM(Bldg)BKC Telephone Exchange Bldg. whose Tele. No. is +91-22-26501000, M.No.09869025515.

**(C)** The Offer may be submitted in the prescribed format (furnished below) in the sealed cover super subscribing “The offer for Leave and License Agreement for parking Vending Van” on the sealed cover. The said envelop

be dropped in the sealed box available for the purpose in the office of SM(P)South, 3<sup>rd</sup> floor, Telephone House, MTNL Marg, Prabhadevi, Mumbai 400 028 latest by 05/11/2012 till 15.00Hrs.

- (D) The offers will be opened on the same day i.e. on 05/11/2012 at 16.00 hrs wherein the authorized representative of the bidders will be allowed to be present. For any unforeseen reasons or calamity or declaration of Holiday etc. if the offer could not be opened on 05/11/2012 at 16.00 Hrs, the same will be opened immediately on next day i.e. on 06/11/2012 at 16.00 Hrs.
- (E) After the evaluation, the highest bidder will be selected and a Leave and License Agreement will be executed with him for a period of 11 months in the standard format of Leave and License Agreement of MTNL Mumbai. In case, more than one bidder qualifies as the highest bidder, MTNL may award the offer for Leave and License Agreement for such qualifying bidders. Decision of MTNL in this regard shall be final.

The standard format of Leave and License Agreement of MTNL Mumbai will be available for perusal with SM(South), 3<sup>rd</sup> floor, Telephone House, MTNL Marg, Prabhadevi, Mumbai 28, and can be perused by the Licensees with prior appointment of SM(P)South, on Tele No.24228576/9869085838 on any working day.

- (F) Stamp duty and Registration charges will be borne by the Licensee.
- (G) Safety and security of the vending van/ its property will be at the risk of Licensee.
- (H) Not more than 5 (five) persons will be allowed for operations on the Vending Van.
- (I) The Licensee shall obtain all the requisite permits from the Local Bodies to operate the Vending Van. MTNL will issue NOC, if so required. Any violation noticed will entitle a Licensor to terminate the Leave and License Agreement without any further notice and in such case, the Licensor is entitled to forfeit the amount equivalent to six months License fee from the Security Deposits without prejudice to imposing any other penalty on the Licensee as applicable. The Licensee will indemnify MTNL against any liability arising out of the Licensee's operations.
- (J) MTNL reserves the right to accept or reject the offer or cancel the scheme without giving any reasons/notice.

**(Proforma for Offer Letter on Letterhead)**

From :- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated : / / 2012

To,

Senior Manager (P) South  
MTNL, Mumbai.  
3<sup>rd</sup> flr, Telephone House,  
Prabhadevi, MTNL Marg,  
Dadar(W), Mumbai-400 028.

Sub : Parking space for Vending Van on Leave and License basis at BKC  
Tele. Exch. Bldg.

Ref : Publication for Leave and License Agreement for vending van vide  
SM(P)S/MTNL/LL for vending van/BKC/12-13/1 dtd:-.....

In response to above, the following offer is made:-

1) All the terms and condition set out in the above referred publication on  
MTNL website www.mtnlmumbai.in vide No.SM(P)S /MTNL /LL for  
parking vending van/BKC/12-13/1 dtd.18/10/2013 are accepted.

2) The offer

|                       |   |
|-----------------------|---|
| Offer for License fee | Rs. ....only per month (In figure)<br>Rupees.....(In words<br>only) (excluding all Taxes) (only in multiples of Rs.100/-)<br>In case of any discrepancies, the offer in words will be taken<br>as final |
|-----------------------|---|

Certificate

I abide by all terms and conditions prescribed by MTNL Mumbai  
unconditionally, unequivocally and irrevocably.

Signature \_\_\_\_\_

Full Name :-  
Address :-  
Tele No. :-  
Mobile No :-  
Fax No. :-  
Seal (if firm):-