

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Enterprise)

NIT FOR LICENSING OUT OF PARKS, BHEL TOWNSHIP, BHOPAL, MADHYA PRADESH ON
RENT BASIS

Issued to: _____

Signature of Officer issuing the documents: _____

Designation: _____

Date of issue: _____

This document consists of -----pages

O/o SR. MANAGER (TAD),
TOWN ADMINISTRATION,
SAMPADA BHAWAN
HOSTEL. No: 4, PIPLANI,
BHEL, BHOPAL 462022
MADHYA PRADESH

SECTION-I
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Enterprise)

NIT No :- TAD/ 794/ RENTING/PK/2024-25

Dated: 25/11/2024

NOTICE INVITING TENDER

Sealed Bids/Offer for NIT FOR LICENSING OUT OF PARKS, BHEL TOWNSHIP, BHOPAL, MADHYA PRADESH ON RENT BASIS is hereby invited in two bid system in the prescribed Performa by the O/o SR. MANAGER, Town Administration, BHEL Bhopal up to 14:00 hrs on the date mentioned below.

1. The following organizations are eligible to submit their bids:
 - a) Public Organizations, which, for the purpose of renting, shall mean -
 - (i) Central/ State Government offices
 - (ii) Central/ State PSUs and their subsidiaries/ joint ventures.
 - (iii) Autonomous bodies/ Boards/ Councils/ Commissions/ Statutory bodies/ Regulatory bodies etc. running with the budgetary support of Government or controlled by the Government or set-up by a Government Act/Executive order.
 - (iv) Constitutional bodies, Judicial & Quasi-Judicial bodies and Organizations set up by an Act of Parliament.
 - b) Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks.
 - c) International bodies, and
 - d) Private Organizations with annual turnover of not less than Rs. 7.5 Crores during last three financial years ending on 31st March 2024 (last financial year).

Note: - The vacant spaces shall not be rented out to business competitors of BHEL. The Decision of BHEL in this regard shall be final and binding on all parties.

2. Bid form consisting of eligibility criteria, terms and conditions, and the Performa of the NIT can be obtained from the aforesaid office from 10:00 hrs to 16:00 hrs on all the working days, up to penultimate day of the last date of submission of the NIT.
3. The bid form can also be downloaded from the website **<https://bhel.com/tenders>** However, in case the bid form downloaded from website is used, the bidder has to submit a declaration stating that no changes/amendment is done in the bid documents and in the event of any such incidence the bid is liable to be rejected. Further, in case of any variation in the original copy obtained from BHEL office and bid document downloaded from website, the original copy obtained from BHEL office will be considered as final.

4. Details for obtaining bid forms, receipt and opening thereof shall be as follows: -

SN	Stage	Date and Time	
a	Last date for receipt of application for issue of bid form	16/12/2024	
b	Last date for issue of bid form	16/12/2024	
c	Date of pre-bid conference, if any	NA	
d	Last date and time for receipt of sealed bids	UP TO 14:00 Hrs on 17/12/2024	
e	Time and date for opening of technical Bid	At 15:00 hrs on 17/12/2024	

5. The Eligibility-cum-Technical Bid will be opened in the presence of the authorized representatives of the bidders at 15:00 hrs. on the last date of receipt of the bids. However, if the authorized representatives do not turn up at the time of bid opening, the bid opening will be done in the presence of representatives present there. Representatives claiming themselves as authorized representative have to submit the copy of their Identity card, Mobile Number and original copy of authorization letter (Duly signed, Bearing Office Seal) on the Letter Head. Maximum 2 representatives per bidder shall be allowed to present. However, use of cell phone inside the Hall will be prohibited.
6. Financial bid, in presence of representatives of qualified bidders, shall be opened only of for those bidders who qualify in Eligibility-cum-Technical bid (Date for opening of Financial bid shall be intimated to qualified bidders).
7. In case of the attested copies of the documents/testimonials/certificates original copies thereof should be produced on demand for verification.
8. The bid in which any of the prescribed conditions are not fulfilled is liable to be summarily rejected.
9. Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the Consultant who resorts to canvassing shall be liable to rejection.
10. BHEL does not bind itself to accept the highest or any other bid, and reserves itself the right to reject any or all the bids without assigning any reasons.
11. No conditional bid including conditional rebate shall be accepted. Conditional bid will be liable to be summarily rejected.
12. Further, Bids shall not be received by post/courier.

O/o SR. MANAGER(TAD),
TOWN ADMINISTRATION,
SAMPADA BHAWAN
HOSTEL. No: 4, PIPLANI,
BHEL, BHOPAL 462022
MADHYA PRADESH

GUIDELINES TO BIDDERS**1. DEFINITIONS**

- a) The **Contract** means the documents forming the NIT document and acceptance thereof and the formal agreement executed between the competent authority on behalf of BHEL and the bidder, together with the documents referred to therein including these conditions and instructions issued from time to time by the Officer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- b) The **Site or Area** shall mean the vacant space or any area which is to be given on rent.
- c) The **BIDDER** shall mean eligible organization bidding for the space to be taken on rent under the contract and shall include the legal personal representative or such individual or the persons representing such eligible organizations.
- d) The **BHEL** shall mean Bharat Heavy Electricals Limited (A Government of India Enterprise) having its registered office at Bharat Heavy Electricals Limited, “BHEL House”, Siri Fort, Post Box No-3842, New Delhi-110049 and shall include their legal representatives, employees and permitted assigns.
- e) The **Officer-in-Charge** or **O-in-C** means the Officer who shall be in-charge of the building and who shall sign the agreement on behalf of the BHARAT HEAVY ELECTRICALS Ltd.
- f) **Department** means Bharat HEAVY ELECTRICALS Limited and shall include their legal representatives, employees and permitted assigns, who invite NIT on behalf of BHEL.
- g) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

2. SCOPE OF TENDER

- a) BHEL intends to License out the PARKS, BHEL TOWNSHIP, BHOPAL on rent basis to the organizations as mentioned in para ‘2’ of Section-I. Tentative requisite details of the vacant space is available at SECTION VII. Usage for which the said built up space shall be put to use is for

Park	Usage
Jawahar Bagh Govindpura	a) Farming, b) Ware House for Farming, c) Picnic Spot.
Gandhi Udhyan, A Sector, Piplani	a) Nursery, b) Picnic Spot, c) Garden for Community Functions
Traffic Park, E Sector Berkhera	a) Amusement cum Traffic Learning Park

Note: Temporary construction is allowed details as per Standard License Agreement (SLA). Make shift food stalls are allowed. However, Separate Restaurant is not allowed.

Bidder is required to actually visit the site and its locality to gather all the requisite information before submitting his bid.

- b) Preferably, the initial Licensing period will be 5 years with provision for extension up to 5 years (maximum 2 extension) with increment in rent after every year provided that such increment shall be with 5% increase in rent (i.e. @ 5% per annum) of the last rent paid at the time of such increment.
- c) The Bidder shall sign License agreement for the Park (applied for), BHEL Township, Bhopal within 1 month of the acceptance of his bid.

3. DECLARATIONS

The bidder shall be required to furnish the declaration as per Section IV along with the bid.

4. BID / NIT DOCUMENTS

The appraisal requirements, bidding procedures and contract terms and conditions are prescribed in the NIT Documents. The Bid / NIT documents include the following:

- | | |
|--|--------------|
| (a) Notice Inviting NIT | Section I |
| (b) Guidelines to Bidders | Section II |
| (c) Commercial Conditions of Contract | Section III |
| (d) Declaration | Section IV |
| (e) Bid Forwarding letter | Section V |
| (f) Letter of authorization to attend bid opening | Section VI |
| (g) Details of Locations | Section VII |
| (h) Proforma for Declaration for downloaded NIT document | Section VIII |
| (i) Standard License Agreement | Section IX |
| (j) Price Schedule (Financial Bid) | Section X |

The Bidder is expected to examine all instructions, forms, Standard License Agreement, terms and conditions in the NIT Documents. Failure to furnish any information required as per the NIT Documents or incomplete submission of the bids document in any respect shall be at the bidder's risk and may result in rejection of the bid.

5. MISCELLANEOUS

- a. The Bidder must use only the prescribed Proforma for the bid document issued by BHEL or downloaded from the website <https://bhel.com/tenders> in the same form in A4 size paper.
- b. Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c. No conditional bid including conditional rebate/enhancement shall be accepted. Conditional bid will be liable to be summarily rejected.
- d. The bid shall remain open for acceptance for a period of 120 (One hundred and twenty) days from the date of submission of the bids, which may be extended, if required, by mutual agreement and the Bidder shall not cancel, alter terms and conditions or withdraw the offer during this period.

- e. This bid document shall form a part of the contract agreement.
- f. Canvassing in any form whether directly or indirectly, in connection with the bid is strictly prohibited. Bid submitted by the Bidder, who is found to be canvassing, will be liable to rejection.
- g. BHEL does not bind itself to accept the highest bid. Further, BHEL also reserve to itself the right to reject any or all the bids without assigning any reason.
- h. If the date fixed for opening of bids is subsequently declared as holiday, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- i. Any clarification issued by Bharat HEAVY ELECTRICALS Ltd. in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- j. Bidder may apply for any/all PARK (out of the PARKS mentioned in Section VII) in the prescribed format/procedure.
- k. References, information and certificates from the respective bidder submitted in compliance of terms and conditions of the bid document should be duly signed by the authorized signatory. In case of the documents from a Government organization/ PSUs, it should be signed by the person not below the rank of Executive Officer / Under Secretary or equivalent.

6. METHOD OF APPLICATION

- a) The bid should be signed by the authorized officer not below the rank of the officer in Under Secretary or equivalent in case of Government organizations / PSUs and by duly authorized signatory in case of others.
- b) Over-writing should be avoided. Correction, if any, should be made up by neatly crossing out, initialing, dating and rewriting. Correction fluid/tape should not be used.
- c) The Bidder or his authorized representative shall sign and put his seal on each page of the NIT document before submission in token of acceptance of the terms and conditions of the bid.

7. SUBMISSION & OPENING OF BIDS AND VALIDITY THEREOF:

- a) The Bid shall be in two bid system.
- b) The Bid to be submitted should be in the sealed envelopes in the following manners: -
 - i. The third envelope (sealed) super scribed thereon "NIT FOR LICENSING OUT OF PARKS, BHEL TOWNSHIP, BHOPAL, MADHYA PRADESH ON RENT BASIS" should contain the following two envelopes
 - ii. The first envelope (sealed) super scribed thereon "Eligibility details" should contain the, the 'DECLARATION' as prescribed in the terms & conditions of the bid document, details in the prescribed proforma & attested copies of the documents/ testimonials/certificates meeting the eligibility conditions.
 - iii. The second envelope (sealed) super scribed thereon "Financial Bid" should contain financial bid in the prescribed Proforma (SECTION X).
 - iv. Any deviation from the above manner shall render the bid liable for the rejection.
- c) The bidders should submit their bid on or before the prescribed time and date at the address mentioned below in tender box placed at.

“TENDER BOX, TOWN ADMINISTRATION, SAMPADA BHAWAN, HOSTEL-4, PIPLANI BHEL, BHOPAL, 462022, M.P.

- d) Any bid received after the prescribed deadline of date and time shall not be opened and summarily rejected.
- e) The Eligibility-cum-Technical Bid will be opened in the presence of the authorized representatives of the bidders at 15:00 hrs. on the last date of receipt of the bids.
- f) Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the authorized representatives of the bidders (same shall be intimated).
- g) The bidder's representatives who are present at the time of opening of bid shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. **(A FORMAT IS GIVEN IN SECTION VI).**
- h) A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- i) The Bidder's names, modifications, bid withdrawals and such other details as the BHEL may at its discretion, consider appropriate will be announced at the time of opening.
- j) Bid shall remain valid for acceptance for a period of 120 days after the date of opening. The bid in which the bidder has restricted its validity for the period shorter than the aforesaid shall be rejected by BHEL as non-responsive. In certain circumstances, BHEL may request in writing to the bidders for extending validity of their bid.
- k) The un-opened bids if any shall be returned to the bidder after final decision is taken on the bids.

8. CHECKLIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID:

a) Eligibility cum Technical Bid:

- i. Declaration in the prescribed Proforma as in Section IV.
- ii. The prescribed bid document with each page duly signed by the authorized signatory with seal in token of acceptance of its terms and conditions in accordance with clause 7.
- iii. Proof of eligibility i.e.
 - A. For Public Organisations -- A statement on the letter head of the department / company giving details about their organization.
 - B. For international bodies - A statement on the letter head of the company giving details about their affiliation with UN or any other international organization.
 - C. For reputed private organizations -- Certificate of incorporation, Income tax returns along with Balance Sheet and P&L / Document showing annual turnover duly authenticated by the CA for the last three years ending on 31st March 2024(last financial year).

Any document certified by a Chartered Accountant /Cost Accountant showing turnover for the relevant period shall be submitted along with the bid. The documents submitted must be signed by the Chartered Accountant /Cost Accountant, bear his seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner) date and place of signing. In

case Balance sheet and P& L statements are submitted the same must be signed by the owner also.

iv. Certificate in case of downloaded bids as per SECTION VIII.

b) Financial Bid:-

(I) The Bidder shall give the unit price, exclusive of applicable (as asked for in Financial Bid) per month for the PARKS, applied for, listed in Price schedule in the Performa given in SECTION X.

9. SECURITY DEPOSIT

- i. The Successful Bidder shall deposit advance rent of one month and Interest Free Security Deposit of an amount equal to Six (6) month's rent to the BHEL in the form of Demand Draft drawn on Scheduled Bank in favour of Accounts Officer, BHEL Bhopal within 15 days after the receipt of the LOI along with Draft License agreement. The Security Deposit shall be accompanied by two copies of the Agreement. The proceeds of the Security Deposit shall be payable to the BHEL as compensation for any loss resulting from the Bidder's failure to discharge its obligations under the License agreement.
- ii. The Security Deposit will be discharged by the BHEL only after successful completion of the License period and handing over of premises in good condition to authorized representative of BHEL.
- iii. Subsequent of yearly increment to rent amount, additional amount of 6 month's rent shall be submitted by Successful Bidder as difference of Security Deposit.

10. EVALUATION OF BIDS:

The evaluation and comparison of bids shall be based on the rentals offered in the Price Schedule in Section X.

11. BHEL'S RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS

- a. BHEL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of License without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of BHEL's action.

12. ISSUE OF LETTER OF INTENT (LOI)

- i. The issue of an LOI shall constitute the intention of the BHEL to enter into an agreement with the bidder for Licensing the premises.
- ii. Within 15 days of issue of the LOI, the bidder shall give it's acceptance along with Security Deposit in conformity with terms of bid document.

13. SIGNING OF CONTRACT

- i. The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of License to the bidder(s). Detailed License agreement as per Section IX shall be signed within 15 days from the date of receipt of Security Deposit.

14. ANNULMENT OF AWARD Failure of the successful bidder to comply with the requirement of clause 9 (i) shall constitute sufficient ground for the annulment of the award in which event the BHEL shall call for fresh bids.

15. If any Greenery/Trees available inside the premises are destroyed by anyone during the license period, licensee shall be held responsible for the same before NGT/ BHEL/any other for the repercussion of the same.

16. Licensee is responsible for Cleanliness & Sanitization of premise and disposal of waste generated.

17. Land area / Ground demarked by BHEL as Park, shall be fenced by license in case of open area (if any).

SECTION III

COMMERCIAL CONDITIONS OF CONTRACT

1. TERMS & CONDITIONS

The general terms and conditions of License are given in Standard License Agreement provided in Section IX.

2. LIQUIDATED DAMAGES

Should the Bidder fail to perform contractual obligations including payment of monthly License rent within the period prescribed, the BHEL shall be entitled to recover amount with interest at the REPO rate plus 4% for the period of delay. Quantum of liquidated damages assessed and levied by the BHEL shall be final and not challengeable by the bidder.

3. FORCE MAJEURE

- i. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 3 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BHEL as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option, terminate the contract.
- ii. Provided, also that if the contract is terminated under this clause, the BHEL shall be at liberty to transfer the work and the funds from the bidder to any other Bank to be appointed by the BHEL, without any financial implications being imposed by the original bidder on BHEL arising out of such transfer.

4. TERMINATION FOR DEFAULT

The BHEL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part,

- a) If the bidder fails to meet its contractual obligations within the time period (s) specified in the License agreement, or any extension thereof granted by the BHEL pursuant to clause 12, Section II; and
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the BHEL may authorize in writing) after receipt of the default notice from the BHEL.
- c) In the event the BHEL terminates the contract in whole or in part, the BHEL may proceed, upon such terms and in such manner as it deems appropriate.

5. TERMINATION FOR INSOLVENCY

The BHEL may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the

competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BHEL.

SECTION IV
DECLARATION

To,
SR. MANAGER(TAD), TOWN ADMINISTRATION
BHARAT HEAVY ELECTRICALS LIMITED
BHEL BHOPAL

Sub: Submission of NIT FOR LICENSING OUT OF PARKS, BHEL TOWNSHIP, BHOPAL,
MADHYA PRADESH ON RENT BASIS

Dear Sir,

I/We have read and examined the NIT document, terms and Conditions thereof and other documents and Rules referred to in the NIT document and all other contents in the NIT document for Licensing out the built up space.

I/We hereby submit our bid for as per the stated scope of work within the specified time schedule.

I/We hereby submit all the documents mentioned in the NIT document.

I/We agree to keep the offer open for One Twenty (120) days from the last due date of submission thereof and not to make any modifications in its terms and conditions. If, I/We withdraw my/our offer before the said period or before issue of letter of acceptance, whichever is earlier, or makes any modifications in my/our offer BHEL shall without prejudice to any other right or remedy, be at liberty to cancel the bid. Further, if I/We fail to occupy the space allotted to us within one month and fail to sign the License deed within prescribed time, I/We hereby agree that the said BHEL shall without prejudice to any other right or remedy, be at liberty to cancel the bid.

Signature of the Bidder

Seal of Bidder

Place:

Date:

SECTION - V
BID FORWARDING LETTER

NIT No:- TAD/ 794/ RENTING/PK/2024-25

Dated: 25/11/2024

**SR. MANAGER(TAD), TOWN ADMINISTRATION,
BHARAT HEAVY ELECTRICALS LIMITED
BHEL BHOPAL**

Dear Sir,

1. Having examined the conditions of NIT document and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer our bid to take BHEL premises on License in conformity with the said conditions of contract.
2. We undertake, if our Bid is accepted, to occupy the space immediately as per terms of the Bid Document.
3. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Letter of Intent of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the highest or any bid, you may receive.

Dated this ____ day of ____ 20__

Name and Signature ____

In the capacity of ____

Duly authorized to sign the bid for and on behalf of ____

witness ____

Address ____

Signature

SECTION VI
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before bid opening)

SR. MANAGER (TAD),
TOWN ADMINISTRATION
BHARAT HEAVY ELECTRICALS LIMITED
BHEL BHOPAL

Subject: Authorisation for attending bid opening on ____ (date) in
the NIT FOR LICENSING OUT OF PARKS, BHEL TOWNSHIP, BHOPAL, MADHYA PRADESH
ON RENT BASIS

Following persons are hereby authorised to attend the bid opening for the NIT mentioned above on
behalf of ____ (Bidder) in order of
preference given below.

Order of Preference Name Specimen Signatures

- I.
- II.

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid
Documents on behalf of the bidder.

Note :

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not recovered.

SECTION --VII

DETAILS OF PARKS, BHEL TOWNSHIP, BHOPAL, MADHYA PRADESH

Sl. No.	Name of the District	Name of the city/Town/Village	Name of the Premises with complete Address	Building Area	Area available for renting
1.	BHOPAL	GOVINDPURA	JAWAHAR BARGH, GOVINDPURA, BHEL Bhopal	----	225218.03 SQM
2.	BHOPAL	PIPLANI	GANDHI UDHYAN A-SECTOR PIPLANI, BHEL Bhopal	108.16 SQM	20100 SQM
3.	BHOPAL	BERKHERA	TRAFFIC PARK E-SECTOR BERKHERA, BHEL Bhopal	----	7357.85 SQM

Detailed attributes of vacant space SI No:1: **JAWAHAR BARGH, GOVINDPURA**

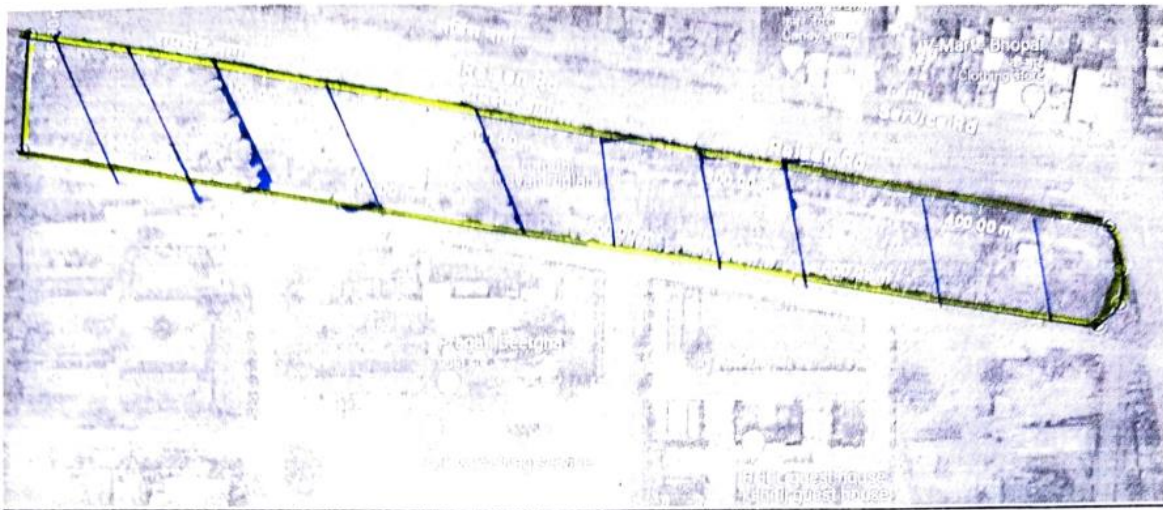
- A. Building Area: NIL
- B. RESERVOIR, MANGO TREE GARDEN & OPEN LAND AREA
- C. Present Use: MANGO TREE GARDEN
- D. Drawing



Premises shall be licensing out on “as is where is” basis.

Detailed attributes of vacant space SI No:2: **GANDHI UDHYAN A-SECTOR PIPLANI**

- A. Present Use: NURSARY
- B. Building Area: 108.16 SQM (GOUND FLOOR)
- C. Drawing



Present total area available including building = 20,100 SQM;

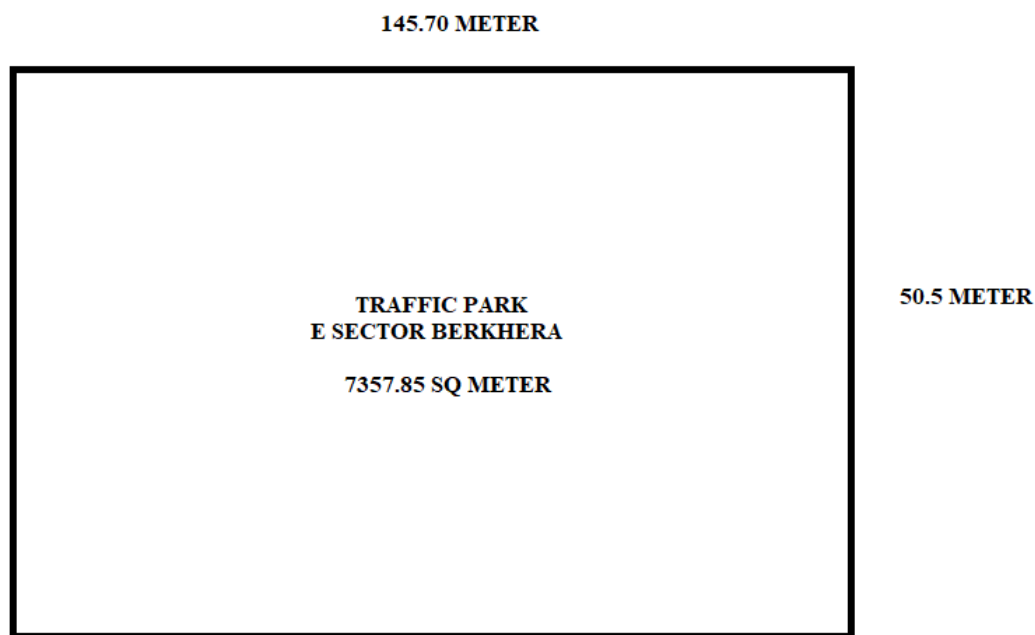
Built up area = 108.16 SQM

Gandhi Udyan, A-Sector, Piplani

Premises shall be licensing out on “as is where is” basis.

Detailed attributes of vacant space SI No:3: **TRAFFIC PARK E-SECTOR BERKHERA**

- A. Boundary available
- B. Present Use: TRAFFIC PARK
- C. Drawing



Premises shall be licensing out on “as is where is” basis.

SECTION VIII

(DECLARATION TO BE GIVEN BY THE BIDDERS WHO HAVE DOWNLOADED THE NIT DOCUMENT FROM THE WEB)

It is to certify that

1. I/We have submitted the bid in the Proforma as downloaded directly from the website.
2. I/We have submitted NIT documents which are same / identical as available in the website.
3. I/We have not made any modification / corrections / additions etc. in the NIT documents downloaded from web by me / us.
4. I/We have checked no page is missing and all pages are available & that all pages of NIT document submitted by us are clear and legible.
5. I/We have signed (with stamp) all the pages of the NIT document before submitting the same.
6. I/We have sealed the NIT documents properly before submitting the same.
7. I/We have read carefully and understood the important instructions to the all bidders who have downloaded the tenders from the web.
8. In case at any stage later, it is found there is difference in our downloaded NIT documents from the original, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
9. In case at any stage later, it is found that there is difference in our downloaded NIT documents from the original, the License agreement will be cancelled. The department will not pay any damages to me / us on this account.
10. In case at any stage later, it is found that there is difference in our downloaded NIT documents from the original, I/We may also be debarred for further participation in the NIT in the concerned BHEL Division.

Dated.....

(BIDDER)

(SIGN WITH SEAL)

ADDRESS:

PHONE NOS.:.....

Mobile No:.....

E-MAIL :.....

SECTION IX

STANDARD LICENSE AGREEMENT (SLA) FOR RENTING OUT SPACE

(As per Annexure-A2)