

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

Notice Inviting Tender (NIT) for

LICENSING OF HIGHER SECONDARY SCHOOL BUILDING
At BHEL, Ramachandrapuram, Hyderabad - 502032.

Issued to: _____

Signature of Officer issuing the documents: _____

Designation: _____

Date of issue: _____

O/o. TOWNSHIP ADMINISTRATION,
BHEL, RAMACHANDRAPURAM,
HYDERABAD - 502032.
(Contact No. 040-23182201 / 23183585)

SECTION-I

BHARAT HEAVY ELECTRICALS LIMITED**(A Government of India Enterprise)****NIT No.: BHEL/HY/TA/EST/OT-01/HSS****Dated: 07.02.2025****NOTICE INVITING TENDER**

1. Sealed Bids / Offers for **Licensing out Higher Secondary School building** at BHEL, Ramachandrapuram, Hyderabad - 502032, is hereby invited in two bid system in the prescribed Performa by the O/o. Township Administration Dept., BHEL, Ramachandrapuram, Hyderabad - 502032 up to 1100 hrs. on the date mentioned below.
2. **Intended usage of the Property / Facility: SCHOOL / EDUCATIONAL INSTITUTE**
3. The following organizations are eligible to submit their bids:
 - a) **Government / Public Sector Organizations.**
 - b) **Society / Trust for running School/College having with annual turnover during last three financial years (2021-22, 2022-23 & 2023-24) not less than Rs. 12.50 Crores**

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

4. Bid form consisting of eligibility criteria, terms and conditions, and the Performa of the NIT can be obtained from the aforesaid office from 11:00 hrs. to 16:00 hrs. on all working days, up to penultimate day of the last date of submission of the NIT.
5. The bid form can also be downloaded from the website www.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.
6. Details for obtaining bid forms, receipt and opening thereof shall be as follows: -

Sl.	Stage	Date and Time
a	Last Date for sale of Tender Documents (offline from office)	27-02-2025
b	Last date and time for receipt of sealed bids	Up to 11:00 Hrs. on 28-02-2025
c	Time and date for opening of Eligibility-cum-Technical bid	At 13:30 Hrs. on 28-02-2025

7. The bidders should submit their sealed bid on or before the prescribed time and date at the address mentioned below in **Tender Box** placed at

*VENDOR COMPLEX,
Near Administrative Building,
BHEL, Ramachandrapuram, Hyderabad - 502032.*

8. The Eligibility-cum-Technical Bid will be opened in the presence of the authorized representatives of the bidders at 13:30 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 be present. However, use of cell phone inside the Hall will be prohibited.
9. Financial bid, in presence of representatives of qualified bidders, shall be opened only of for those bidders who qualify in Eligibility-cum-Technical bid.
10. In case of the attested copies of the documents/testimonials/certificates, original copies thereof should be produced on demand for verification. BHEL reserves the right to independently verify any / all documents submitted by the bidder(s).
11. The bid in which any of the prescribed conditions are not fulfilled is liable to be summarily rejected.
12. 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.
13. 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.
14. No conditional bid including conditional rebate shall be accepted. Conditional bid will be liable to be summarily rejected.
15. The bid forms shall not be issued by post/courier. Further, Bids shall not be received by email/fax.

O/o. Township Administration Dept.,
BHEL, Ramachandrapuram,
Hyderabad - 502032.

**IMPORTANT CLAUSES TO GO THROUGH
BEFORE SUBMITTING BID**

➤ **PRE-BID SITE VISIT ... NIT Section-II : Clause 6**

The Bidder, before submitting their bid, is required to visit the existing property/facility with prior intimation to BHEL to get aware of the property/facility's existing state, assess the suitability & structural fitness as per the prevailing norms of the relevant education board and all applicable Telangana State / Central Safety Acts including Fire for running it as an Educational Institution and estimate the costs likely to be incurred by the bidder and time required to carry out its repairs and retrofitting. BHEL shall not be responsible for bidder's failure in assessment of structural fitness of the building including its cost and time required for repair & retrofitting.

Bidder shall quote their prices by taking into consideration all expenses towards assessment of Structural Stability before and after carrying out repair & retrofitting works, expenditure to carry out the repairs & retrofitting works and all kinds of minor / major maintenance works in future. BHEL shall not provide any financial assistance towards repair, retrofitting and maintenance of the building at any time during the tenure of the agreement.

➤ **CONDITION ACKNOWLEDGEMENT CLAUSE ... NIT Section-II : Clause 7**

By submitting a bid / offer, the bidder acknowledges that they have visited the property/ facility and have satisfied themselves regarding its condition, suitability & structural fitness as per the prevailing norms of the relevant education board and all applicable Telangana State / Central Safety Acts including Fire for running it as an Educational Institution. It shall be deemed that the bidder has obtained all necessary information regarding the property/ facility and its surroundings and quoted their prices by taking into consideration all expenses towards assessment of Structural Stability before and after carrying out repair & retrofitting works, expenditure to carry out the repairs & retrofitting works and all kinds of minor / major maintenance works in future. No claims or disputes whatsoever, shall be entertained by BHEL after submission of bid.

➤ **EARNEST MONEY DEPOSIT ... NIT Section-II : Clause 12**

To Participate in the tender, Bidder shall pay an amount of **Rs. 20,00,000/-** (*Rupees twenty lakhs only*) towards EMD.

Tenders received without EMD shall be rejected.

➤ **POST-AWARD STRUCTURAL STABILITY ASSESSMENT ... NIT Section-II : Clause 21(i)**

After finalization of the tender, the successful bidder, at their own expense, has to conduct the structural stability assessment (to determine the present condition of the building and necessary repair & retrofitting works) and get the structural stability assessment reports vetted from IITs / NITs. The report is to be furnished to BHEL within six months from the date of allotment.

➤ **REPAIR AND RETROFITTING WORKS ... NIT Section-II : Clause 21(ii)**

The successful bidder, at their own cost, has to take up all necessary repair and retrofitting works as recommended in the structural stability assessment report. After due completion of the works, the successful bidder has to obtain structural fitness certificate for the building from the same institution and submit a copy to BHEL before occupying the premises. The successful bidder also has to obtain necessary permissions related to the building as per the prevailing norms of the relevant education board and all applicable Telangana State / Central Safety Acts including Fire for running it as an Educational Institution.

Permission for running of educational institute will be approved by BHEL only after submission of all required fitness certificates, irrespective of date of commencement of MLF.

➤ **SECURITY DEPOSIT & ADVANCE ... NIT Section-II : Clause 13**

The Security Deposit shall be equal to Six (6) month's license fee.

50% of the requisite Security Deposit (after adjusting the EMD) is to be submitted by the successful bidder within 15 days from the date of allotment.

The remaining 50% Security Deposit is to be paid upon receipt of the post-award Structural Stability Assessment Report or within six months from the date of allotment, whichever is earlier. At the same time, the successful bidder (if not a Government / Public Sector Organization) shall be required to pay an Advance equivalent to twelve (12) months license fee.

➤ **SPECIAL CONDITIONS FOR REFUND / FORFEIT OF EMD & SD ... NIT Section-II : Clause 21(iii)**

If the Post-Award Structural Stability Assessment report (i.e., before any repair and retrofitting works) declares the building as unfit or unusable or unsafe etc., the tender / award process shall be cancelled, and the EMD and Security Deposit paid by the successful bidder shall be refunded. In such a case, no compensation on account of the cost incurred by the successful bidder to carry out the structural stability assessment or any other related cost shall be paid by BHEL.

Further, it is the sole responsibility of the successful bidder to carry out the repair & retrofitting works as per the recommendations in the Structural Stability assessment report and get the structural fitness certificate for the building within six months from the date of allotment order. Running of educational institute in the premises shall be permitted only after submission of structural fitness certificate for the building to BHEL.

In case of any delay or failure in carrying out the recommended repair and retrofitting works and/or getting the structural fitness certificate for the building from the same institution after the repair and retrofitting works, the successful bidder has to start paying Monthly License Fee (MLF) as per the MLF commencement clause no. 21(d) irrespective of using the premises for intended purpose.

- a. If the successful bidder wishes to re-attempt repairs and retrofitting works, bidder shall be permitted, however, bidder has to continue paying MLF even without using the premises for the intended purpose.
- b. If the successful bidder, after taking up the repairs and retrofitting works (in whatsoever attempts), fails to get the final structural fitness certificate for the building, BHEL shall forfeit all amounts paid by the bidder in the form of EMD, SD, MLF etc.

In any case, BHEL shall not refund or pay the expenditure incurred by the successful bidder to take up the Structural Stability Assessment or carrying out the repair and retrofitting works or obtaining structural fitness certificate for the building from the institution.

➤ **COMMENCEMENT OF MONTHLY LICENSE FEE (MLF) ... NIT Section-II : Clause 22(d)**

The Monthly License Fee (MLF) shall commence from the **earliest of the following**:

- a) Date of occupying the premises by the successful bidder after submitting the structural fitness certificate for the building to BHEL post completion of all repair / retrofitting works.
- b) After completion of six months effective from the date of allotment order.

Notes:

- (i) The successful bidder is solely responsible for delay in getting the Structural Stability Assessment done before and after carrying out the repair & retrofitting works including obtaining the structural fitness certificate for the building for occupation and bidder has to pay MLF as per scheduled date.
- (ii) BHEL is not responsible for the quantum of work involved to carry out repair & retrofitting works as per recommendations of the Structural Stability Assessment report and time required to accomplish it and the successful bidder has to pay MLF as per scheduled date.
- (iii) Permission for running of educational institute will be approved by BHEL only after submission of all required fitness certificates, irrespective of date of commencement of MLF.
- (iv) The buildings and associated grounds, properties etc., should be used for educational institute related activities only for its students and not for any other commercial / non-commercial activities.

Definition of Terms:

(Post-Award) Structural Stability Assessment Report - After finalization of tender, this is the initial report to be submitted by the successful bidder after assessing the condition of the building. This report should indicate the present condition of the building and suggest repairs / renovations / retrofitting works (if any) to make the building structurally safe.

Structural fitness certificate for the building - This report is to be obtained after carrying out all the repairs / renovations / retrofitting works suggested in the Structural Stability assessment report. This report should indicate whether the structure is safe / unsafe for use.

SECTION-II

GUIDELINES TO BIDDERS and TERMS & CONDITIONS**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 Monthly License Fee.
- c) The '**BIDDER**' shall mean eligible organization bidding for the space to be taken on Monthly License Fee basis 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) The '**Arbitrator**' means the authority nominated by BHEL for arbitration.
- h) 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 built-up space in the building on Monthly License Fee basis to the organizations as mentioned in para-3 of Section-I. Tentative requisite details of the property are available at **Section-VII**. The likely usage for which the said built up space may be put to use is for "**SCHOOL/ EDUCATIONAL INSTITUTION**". **However, the Bidder is required to actually visit the site and its locality to gather all the requisite information before submitting his bid.**
- b) The initial Licensing period will be **10 years** with provision for extension up to 5 years (limited to 2 extensions only) with mutual consent of both the parties and with escalation in Monthly License Fee (MLF) after every year provided that such escalation shall be with 5% increase in MLF (i.e. @ 5% per annum) of the last paid MLF at the time of such revision.

The Bidder shall sign License agreement within 15 days from the date of receipt of total Security Deposit.

3. DECLARATIONS

The bidder shall be required to furnish the declarations as per **Section-IV, Section-VIII and Section-X** along with the bid.

4. BID / NIT DOCUMENTS

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

- | | |
|--|--------------|
| (a) Notice Inviting NIT | Section I |
| (b) Guidelines to Bidders and Terms & Conditions | 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) Declaration on Structural Condition | Section X |
| (k) Clause on Integrity Pact (IP) | Section XI |
| (l) Price Schedule (Financial Bid) | Section XII |

The Bidder is expected to examine all instructions, forms, 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 www.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. 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 organizations / PSUs, it should be signed by the person not below the rank of Executive Officer / Under Secretary or equivalent.
- k. **Bidder is not authorized to sublet the premises.**
- l. **Bidder shall quote for entire premises. No bidding for partial premises is allowed. Bidding for partial premises will not be considered.**
- m. **Premise is available on "as is where basis"**. Successful bidder may modify the interior (like flooring, seating arrangement, cabin etc.) arrangement as per their requirement on their own cost without changing the basic civil structure (Beams and Pillars). For the exceptional cases, where repair/modification in civil structure is required, same can be carried out by the successful bidder with prior written permission from BHEL. However, the successful bidder (Licensee) shall not undertake any new construction at any time during the term of the agreement. During interior/modification work, the successful bidder will provide free access to BHEL representative to ensure no unauthorized change is done by the bidder. No financial assistance will be provided by BHEL for such renovation/ repair/ modification works.
- n. Stamp duty and registration charges (if any) for executing the license agreement shall be borne by the successful bidder.
- o. **All licensing will be done solely in the name of an organization and the allottee organization shall bear all associated liabilities including payment of Monthly License Fee (MLF), executing agreements, upkeep, repair and maintenance (R&M) and vacation of premises on completion of the license period. No licensing will be carried out in favor of any individual person.**

6. **PRE-BID SITE VISIT:**

The Bidder, before submitting their bid, is required to visit the existing property/facility with prior intimation to BHEL to get aware of the property/facility's existing state, assess the suitability & structural fitness as per the prevailing norms of the relevant education board and all applicable Telangana State / Central Safety Acts including Fire for running it as an Educational Institution and estimate the costs likely to be incurred by the bidder and time required to carry out its repairs and retrofitting. BHEL shall not be responsible for bidder's failure in assessment of structural fitness of the building including its cost and time required for repair & retrofitting.

Bidder shall quote their prices by taking into consideration all expenses towards assessment of Structural Stability before and after carrying out repair & retrofitting works, expenditure to carry out the repairs & retrofitting works and all kinds of minor / major maintenance works in future. BHEL shall not provide any financial assistance towards repair, retrofitting and maintenance of the building at any time during the tenure of the agreement.

7. **CONDITION ACKNOWLEDGEMENT CLAUSE:**

By submitting a bid / offer, the bidder acknowledges that they have visited the property/ facility and have satisfied themselves regarding its condition, suitability & structural fitness as per the prevailing norms of the relevant education board and all applicable Telangana State / Central Safety Acts including Fire for running it as an Educational Institution. It shall be deemed that the bidder has obtained all necessary information regarding the property/ facility and its surroundings and quoted their prices by taking into consideration all expenses towards

assessment of Structural Stability before and after carrying out repair & retrofitting works, expenditure to carry out the repairs & retrofitting works and all kinds of minor / major maintenance works in future. No claims or disputes whatsoever, shall be entertained by BHEL after submission of bid.

8. 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.

9. SUBMISSION & OPENING OF BIDS AND VALIDITY THEREOF:

- a) The Bid shall be in two-part bid system.
- b) The Bid to be submitted should be in the sealed envelopes in the following manners: -
 - i. The third (outer) envelope properly sealed and super scribed thereon "**Offer for Licensing out Higher Secondary School building in BHEL, R.C.Puram**" should contain the following two envelopes.
 - ii. The first envelope (duly sealed) super scribed thereon "**Eligibility-cum-Technical bid**" should contain the duly signed bid document, 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. **This cover should also contain the EMD.** (Refer clause 10 for details on EMD)
 - iii. The second envelope (duly sealed) super scribed thereon "**Financial Bid**" should contain financial bid in the prescribed Proforma (SECTION XII).
 - iv. Any deviation from the above manner may result in rejection of bid.
 - v. Bidder's name and address should be clearly mentioned on all the envelopes.
- c) The bidders should submit their sealed bid on or before the prescribed time and date at the address mentioned below in **tender box** placed at **VENDOR COMPLEX, Near Administrative Building, BHEL, Ramachandrapuram, Hyderabad.**
- d) Each Bidder shall submit only one Bid. If a bidder submits more than one bid before the due date of opening, only the last one submitted shall be considered for opening & further evaluation.
- e) Any bid received after the prescribed deadline of date and time shall not be opened and summarily rejected.
- f) The Eligibility-cum-Technical Bid will be opened in the presence of the authorized representatives of the bidders at 13:30 hrs. on the last date of receipt of the bids.
- g) 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 on (date will be intimated later).

- h) 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).**
- i) A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- j) 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.
- k) 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.
- l) The un-opened bids, if any, shall be returned to the bidder after final decision is taken on the bids.
- m) No clarification shall be entertained after opening of price bid.

10. FORWARD AUCTION (FA):

In case of two or more nos. of bidders qualified in the eligibility cum technical bid, BHEL shall finalize the tender by means of Online Forward Auction (*through an external service provider*) after opening of price bids. Further details regarding rules of Forward Auction shall be communicated by external service provider.

The auction will follow the "English Auction" format. In this type of auction, participants are required to place progressively higher bids, and the highest bidder wins.

To participate in the Online Forward Auction, bidders will have to necessarily submit 'Process Compliance Form' to the designated service provider with a copy to BHEL before auction.

If a bidder fails to submit the required 'Process Compliance Form, the Monthly License Fee (MLF) they offered in their Financial Bid (Section XII) will be used for further evaluation, instead of their participation in the Forward Auction.

11. CHECKLIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE BID:**A) ELIGIBILITY CUM TECHNICAL BID:**

		<u>Bidder Remarks</u> <u>Submitted / Not Submitted</u>
1.	Declaration in the prescribed Proforma as in SECTION IV.	
2.	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 9.	
3.	Certificate/ declaration as per Section VIII (in case of downloaded bids)	
4.	<u>Earnest Money Deposit (EMD)</u> Payment of prescribed EMD of Rs. 20.00 Lakhs . To be enclosed with the eligibility-cum-technical bid.	
5.	<u>PAN No.</u> PAN No. with documentary evidence to be attached.	
6.	<u>Goods & Service Tax (GST) Registration</u> GST Registration No. with documentary evidence to be attached.	
7.	Certificate/ declaration as per Section X (Declaration on structural condition)	
8.	<u>Integrity Pact (IP)</u> The IP as enclosed with the tender as per Section-XI (duly signed by authorized signatory) is to be submitted along with eligibility-cum-technical bid. Only those bidders, who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into the Integrity Pact would be a Preliminary qualification.	
9 (A)	Proof of eligibility (to be furnished as below) For Government / Public Sector Organizations:	
	(a) A statement on the letter head of the department/ company giving details about their organization. The Income Tax returns, along with the balance sheets and Income & Expenditure accounts for the last three years, must be submitted, duly authenticated by a Chartered Accountant with a UDIN number.	
9 (B)	Proof of eligibility (to be furnished as below) For Society / Trust for running School/College:	
	(a) The <u>Annual Turnover</u> for the last three financial years (2021-22, 2022-23 & 2023-24) should not be less than Rs. 12.50 Crores . The Income Tax returns, along with the balance sheets and Income & Expenditure accounts for the last three years, must be submitted, duly authenticated by a Chartered Accountant with a UDIN number.	

	(b) Professional Experience: The bidder must be operating at least one school or educational institution with minimum of 400 students, and affiliated with BIE / SSC / CBSE / CISCE / IB or any other recognized education board, where the medium of instruction is English. The school / educational institution must have been in operation for at least 5 academic years. A self-certified statement providing the details must be submitted.	
	(c) Certificate of Registration / Incorporation: Bidder should have valid registration under Society Registration Act / Indian Trust Act or other relevant statute for self or of the franchisor from whom affiliation / franchise is proposed for running the Education Institute / School.	

The Bidder should not have been banned/suspended/black listed for business dealing by BHEL/Government of India/any undertaking of Government of India as on date of publication of NIT. The Bidder should NOT have been referred to NCLT and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder. The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected.

The list of banned firms is available on BHEL website www.bhel.com. Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page.

B) FINANCIAL BID:

- i. The Bidder shall quote the Monthly License Fee (MLF) in the Price schedule given in **SECTION XII**; which shall be exclusive of applicable taxes and all other operational & maintenance (O&M) charges.
- ii. The bidder shall not in any case quote lesser than the Reserved Monthly License Fee given in the Price Schedule. Bids lower than Reserved (Minimum) Monthly License Fee Amount per month shall be rejected

12. EARNEST MONEY DEPOSIT (EMD)

- a. To Participate in the tender, Bidder shall pay an amount of **Rs. 20,00,000/-** (*Rupees twenty lakhs only*) towards EMD in any of the following modes and **must enclose the same along with the eligibility-cum-technical bid:**
 - (i) Electronic Fund Transfer (EFT) credited in BHEL account (details provided hereunder) before tender opening and acknowledgement copy to be enclosed along with the eligibility-cum-technical bid.
 - (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (original to be enclosed along with the eligibility-cum-technical bid).
- b. No other means of payment shall be accepted. EMD / any money due to the tenderer by BHEL shall not carry any interest.

- c. **Tenders received without EMD as specified above shall be rejected.** If EMD accompanies price bid, such bids shall also be not considered and will be rejected. If EMD is not in line with the amount called for, such bids shall be rejected.
- d. EMD shall not carry any interest. EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit.
- e. EMD by the Bidder will be forfeited as per NIT conditions, if:
- After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL
 - The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
 - EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

Account details of BHEL, Ramachandrapuram for NEFT / RTGS:

Beneficiary name & Address	:	Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032.
Bank Name & Address	:	State Bank of India, BHEL Township, Hyderabad – 502032
Account Number	:	62048154115
Account Type	:	Current A/c
Bank IFSC Code	:	SBIN0020075
Bank MICR Code	:	500002370

13. SECURITY DEPOSIT

i. *For Government / Public Sector Organizations:*

The Successful Bidder shall deposit **Security Deposit of an amount equal to Six (6) month's license fee** to BHEL in the form of Demand Draft drawn on Scheduled Banks in favour of BHEL, Ramachandrapuram, payable at Hyderabad or through Electronic Fund Transfer. 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. Security Deposit shall not carry any interest.

For Society / Trust for running School/College:

The Successful Bidder shall deposit **twelve (12) month's license fee in Advance in addition to Security Deposit of an amount equal to Six (6) month's license fee** to BHEL in the form of Demand Draft drawn on Scheduled Banks in favour of BHEL, Ramachandrapuram, payable at Hyderabad or through Electronic Fund Transfer. The Security Deposit shall be accompanied by two copies of the Agreement. The proceeds of the Security Deposit and Advance 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. Security Deposit & Advance shall not carry any interest.

EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit.

ii. **Payment Terms for Security Deposit & Advance**

- a) The Security Deposit shall be equal to Six (6) month's license fee.
- b) 50% of the requisite Security Deposit (after adjusting the EMD) is to be submitted by the successful bidder within 15 days from the date of allotment.
- c) The remaining 50% Security Deposit is to be paid upon receipt of the post-award Structural Stability Assessment Report or within six months from the date of allotment, whichever is earlier. At the same time, the successful bidder (if not a Government / Public Sector Organization) shall be required to pay an Advance equivalent to twelve (12) months license fee.

iii. In the event of a delay in the submission of the Security Deposit, the bidder shall be required to submit an enhanced security deposit. This enhanced security deposit shall include interest for the period of delay, calculated at the applicable interest (Repo rate by RBI + 4%) for the delayed period.

iv. The security deposit & Advance can be paid in the following forms:

- (a) Cash Deposit (as permissible under the extant Income Tax Act)
- (b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- (d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- (e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (f) Insurance Surety Bonds

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

v. The Security Deposit & Advance shall not carry any interest and shall 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 and all dues having been settled.

14. **EVALUATION OF BIDS:**

The evaluation and comparison of bids shall be based on the Monthly License Fee (MLF) offered in the Price Schedules in Section XII.

15. **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.
- b. BHEL reserves the right to License out the premises of same location to different bidders.

16. CONFLICT OF INTEREST

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entities interest. The Bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have conflict of interest with one or more parties in the bidding process if they have controlling partners in common.

17. 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 its acceptance along with Security Deposit in conformity with terms of bid document.

18. SIGNING OF CONTRACT

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 total Security Deposit.

19. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 13(i) & 13(ii) shall constitute sufficient ground for the annulment of the award in which event the BHEL shall call for fresh bids.

20. CONDITIONS RELATED TO RUNNING OF EDUCATIONAL INSTITUTION

- i. The Successful Bidder (Licensee) shall have to manage the school / educational institution with infrastructure and facilities with rigorous stipulations for pupil-teacher ratio, Information and Communications Technology (ICT) usage, holistic educational environment, co-curricular activities, appropriate curriculum etc.
- ii. Affiliation of the school / educational institution shall be BIE / SSC / CBSE / CISCE / IB or any other recognized education board and the medium of teaching shall be English. Successful Bidder (Licensee) shall adhere to the medium of instruction, curriculum and pupil-teacher ratio requirement of the concerned Board of education.
- iii. It shall be the responsibility of the licensee to implement and observe all statutory laws governing functioning of the school / educational institution and its employees. All statutory Taxes/Duties/Fee etc. as applicable will be borne by successful Party. The licensee shall be responsible to meet all obligations under RTE Act / Central / State Govt. and get reimbursement of cost incurred, if any, towards its obligation under RTE from State Govt.
- iv. The licensee shall not carry on any Trade, Business or any other activity except to use the property / Facility and its premises for running special classes, sports training, coaching classes, vocational classes beyond regular school / educational institution timings.
- v. School / educational institution Authorities will be free to employ qualified Teachers as per relevant education board norms.

- vi. BHEL do not guarantee accommodation to school / educational institution staff and licensee do not reserve any right in claiming accommodation to any of their staff. However, subject to availability and based on request of licensee, BHEL may provide housing accommodation to school / educational institution staff, on Commercial Rental Value as per prevailing Company Policy.
- vii. Legal possession of school / educational institution premises shall always remain with BHEL. Further, the Licensee shall have no right, title or interest in school / educational institution premises or land attached thereto.
- viii. BHEL will have the privilege to use the building/premises on Sunday/Holiday for conducting of BHEL exam/ interview or any official / special event as and when required with the permission of the educational institution management.
- ix. **Admission & concession for BHEL wards:** The School / Educational Institute Authorities will mandatorily be required to admit the wards of BHEL employees and shall have to provide at least 40% concession on Tuition Fee to the children of BHEL Employees (HPEP and PE&SD, Units located at RC Puram Hyderabad).

21. SPECIAL CONDITIONS:

i. POST-AWARD STRUCTURAL STABILITY ASSESSMENT:

After finalization of the tender, the successful bidder, at their own expense, has to conduct the structural stability assessment (to determine the present condition of the building and necessary repair & retrofitting works) and get the structural stability assessment reports vetted from IITs / NITs. The report is to be furnished to BHEL within six months from the date of allotment.

ii. REPAIR AND RETROFITTING WORKS:

The successful bidder (Licensee), at their own cost, has to take up all necessary repair and retrofitting works as recommended in the structural stability assessment report. After due completion of the works, the successful bidder (Licensee) has to obtain structural fitness certificate for the building from the same institution and submit a copy to BHEL before occupying the premises. The successful bidder (Licensee) also has to obtain necessary permissions related to the building as per the prevailing norms of the relevant education board and all applicable Telangana State / Central Safety Acts including Fire for running it as an Educational Institution.

Further, the successful bidder (Licensee) at his / their own cost shall undertake the necessary interior / repair / modification / minor & major maintenance works during the tenure of agreement without changing the basic civil structure.

iii. SPECIAL CONDITIONS FOR REFUND / FORFEIT OF EMD & SD

If the Post-Award Structural Stability Assessment report (i.e., before any repair and retrofitting works) declares the building as unfit or unusable or unsafe etc., the tender / award process shall be cancelled, and the EMD and Security Deposit paid by the successful bidder shall be refunded. In such a case, no compensation on account of the cost incurred by the successful bidder to carry out the structural stability assessment or any other related cost shall be paid by BHEL.

Further, it is the sole responsibility of the successful bidder to carry out the repair & retrofitting works as per the recommendations in the structural stability assessment report and get the structural fitness certificate for the building within six months from the date of allotment order. Running of educational institute in the premises shall be permitted only after submission of structural fitness certificate for the building to BHEL.

In case of any delay or failure in carrying out the recommended repair and retrofitting works and/or getting the structural fitness certificate for the building from the same institution after the repair and retrofitting works, the successful bidder has to start paying Monthly License Fee (MLF) as per the MLF commencement clause irrespective of using the premises for intended purpose.

- a. If the successful bidder wishes to re-attempt repairs and retrofitting works, bidder shall be permitted, however, bidder has to continue paying MLF even without using the premises for the intended purpose.
- b. If the successful bidder, after taking up the repairs and retrofitting works (in whatsoever attempts), fails to get the structural fitness certificate for the building, BHEL shall forfeit all amounts paid by the bidder in the form of EMD, SD, Advance, MLF etc.

In any case, BHEL shall not refund or pay the expenditure incurred by the successful bidder to take up the Structural Stability Assessment or carrying out the repair and retrofitting works or obtaining structural fitness certificate for the building from the institution.

22. **MONTHLY LICENSE FEE (MLF):**

- (a) Monthly License Fee (MLF) shall be the highest quoted bid for the Property / Facility, which will be allotted on license agreement basis.
- (b) Monthly License Fee together with allied charges (i.e., Water charges, Electrical charges, applicable taxes e.g. GST) shall be payable every month in advance at the beginning of the month.
- (c) During the period of agreement, the Monthly License Fee, shall stand enhanced every year by 5% of last paid Monthly License Fee which shall be rounded off to the next higher ten rupees.
- (d) **COMMENCEMENT OF MLF:** The Monthly License Fee (MLF) / Rent shall commence from the earliest of the following:
 - i. Date of occupying the premises by the successful bidder after submitting structural fitness certificate for the building to BHEL post completion of all repair / retrofitting works.
 - ii. After completion of six months effective from the date of allotment order.
- (e) **The MLF is applicable for a maximum student strength of 1,500. During the tenure of agreement, the Licensee must submit a signed declaration by the 10th of each month, providing the current student enrollment and total strength as of that date. For every additional 100 students, the Licensee will be required to pay an extra Rs. 1 lakh, starting from the ensuing month. BHEL reserves the right to verify the information provided in declaration by reviewing the institution's records. However, if there is a subsequent reduction in student strength at any time, the additional charges will not be refunded or reduced in any case.**

23. OTHER ALLIED CHARGES:**(I) Water Charges:**

- (a) A sum of **Rs. 6,000/- per month** shall be charged towards water charges, pumping and maintenance charges.
- (b) Addition / Modifications of water connection shall be requested by the Successful Bidder / Licensee on-cost basis from the BHEL. The cost of water connection including piping, valves, Water meter, manpower and other associated charges shall be borne by the Successful Bidder / Licensee as per prevailing rates.
- (c) BHEL reserves the right to review and revise the water charges based on ground realities from time to time.
- (d) During the period of agreement, the Water Charges shall stand enhanced every year by 5%, which shall be rounded off to the next higher ten rupees.

(II) Electricity Charges

- (a) Electricity on actual consumption shall be charged at Commercial Tariff applicable from time to time, as decided by BHEL.
- (b) Addition / Modifications of electricity connection shall be requested by the Successful Bidder / Licensee on-cost basis from the BHEL. The cost of electricity connection including cabling, panels, electrical meter, manpower and other associated charges shall be borne by the Bidder as per prevailing rates.
- (c) BHEL reserves the right to review and revise the electricity charges based on ground realities from time to time.

(III) Other service charges

- a) A sum of **Rs. 5,000/- per month** shall be charged towards other charges for common services / facilities.
BHEL reserves the right to review and revise the other charges based on ground realities from time to time.
- b) During the period of agreement, the Other Service Charges shall stand enhanced every year by 5%, which shall be rounded off to the next higher ten rupees.

(IV) Government Taxes

- (a) The Prices quoted by the Bidder shall be excluding of Government Taxes (e.g. GST), which will be payable extra as per applicable rules.
- (b) The Successful Bidder / Licensee shall pay all the charges, assessments, taxes etc. and any other charges / fees that may be levied, assessed or charged by the authorities with respect to Government Taxes.
- (c) All the terms & conditions with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- (d) All income tax liabilities and other taxes, as applicable, will be borne by the Successful Bidder / Licensee only. No perquisite tax and income tax, if any, shall be borne by BHEL.

- (V) **Penalty:** The recovery of penalty on default payment from the licensee will be 1.5% per month on total outstanding dues.

24. OTHER CONDITIONS

- a) 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
- b) Licensee is responsible for Cleanliness & Sanitization of premise and disposal of waste generated.
- c) The successful bidder is solely responsible for delay in getting the Structural Stability Assessment done before and after carrying out the repair & retrofitting works including obtaining the structural fitness certificate for the building for occupation and bidder has to pay MLF as per scheduled date.
- d) BHEL is not responsible for the quantum of work involved to carry out repair & retrofitting works as per recommendations of the Structural Stability Assessment report and time required to accomplish it and the successful bidder has to pay MLF as per scheduled date.
- e) Permission for running of educational institute will be approved by BHEL only after submission of all required fitness certificates, irrespective of date of commencement of MLF.
- f) The buildings and associated grounds, properties etc., should be used for educational institute related activities only for its students and not for any other commercial / non-commercial activities.
- g) **All Preventive/Corrective measures to maintain the Structural Safety of the Building will be in the scope of licensee during tenure of agreement to ensure safety of intended user.**

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 Fee within the period prescribed, the BHEL shall be entitled to recover amount with interest at the rate of bank rate (presently 6%) 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.

6. CONCILIATION & ARBITRATION

(I) Conciliation:

- (a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract / Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

(II) Arbitration:

- (a) Except as provided elsewhere in this Contract / Agreement, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 6(I) herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract / Agreement (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to IAMC (International Arbitration and Mediation Centre, Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules.
- (b) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to IAMC. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- (c) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- (d) The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- (e) The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad.

- (f) Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract / Agreement and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Hyderabad.
- (g) Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- (h) It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- (i) In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- (j) In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract / Agreement, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 17.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
- (k) **In the event of any dispute or difference relating to the interpretation and application of the provisions of this NIT where bidder is a Central Public Sector Enterprise (CPSE)/ Port Trust or Government Department/ Organization (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.**

SECTION-IV

DECLARATION

(NIT conditions, Site Visit & Bid Validity)

To,

The

BHEL, Ramachandrapuram, Hyderabad

Sub: Submission of Bid for "Licensing of Higher Secondary School building at BHEL, Ramachandrapuram, Hyderabad - 502032".

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 tender within the specified time schedule. I/We hereby submit all the documents mentioned in the NIT document.
- ✓ **PRE-BID SITE VISIT & CONDITION ACKNOWLEDGEMENT:** I/We hereby submit that I/We have visited the property/ facility and have satisfied ourselves regarding its condition, suitability & structural fitness as per the prevailing norms of the relevant education board and all applicable Telangana State / Central Safety Acts including Fire for running it as an Educational Institution. I/We confirm that I/We have obtained all necessary information regarding the property/ facility, its surroundings and quoted our prices by taking into consideration all expenses towards assessment of Structural Stability before and after carrying out repair & retrofitting works, expenditure to carry out the repairs & retrofitting works and all kinds of minor / major maintenance works in future.
- ✓ **BID VALIDITY:** 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 & seal of the Bidder

Place:

Date:

SECTION-V

BID FORWARDING LETTER

NIT No. **BHEL/HY/TA/EST/OT-01/HSS** Dated **07.02.2025**

The
 BHARAT HEAVY ELECTRICALS LIMITED,
 BHEL Ramachandrapuram, Hyderabad.

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.
7. We not have been banned/suspended/black listed for business dealing by BHEL/Government of India/ any undertaking of Government of India as on date of publication of NIT. We are NOT have been referred to NCLT and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against us.

Dated thisday of20.....

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)

The
 BHARAT HEAVY ELECTRICALS LIMITED,
 BHEL Ramachandrapuram, Hyderabad.

Subject: Authorization for attending bid opening on(date) in the NIT of
 "Licensing out Higher Secondary School building at BHEL, Ramachandrapuram, Hyderabad -
 502032."

Following persons are hereby authorized 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.

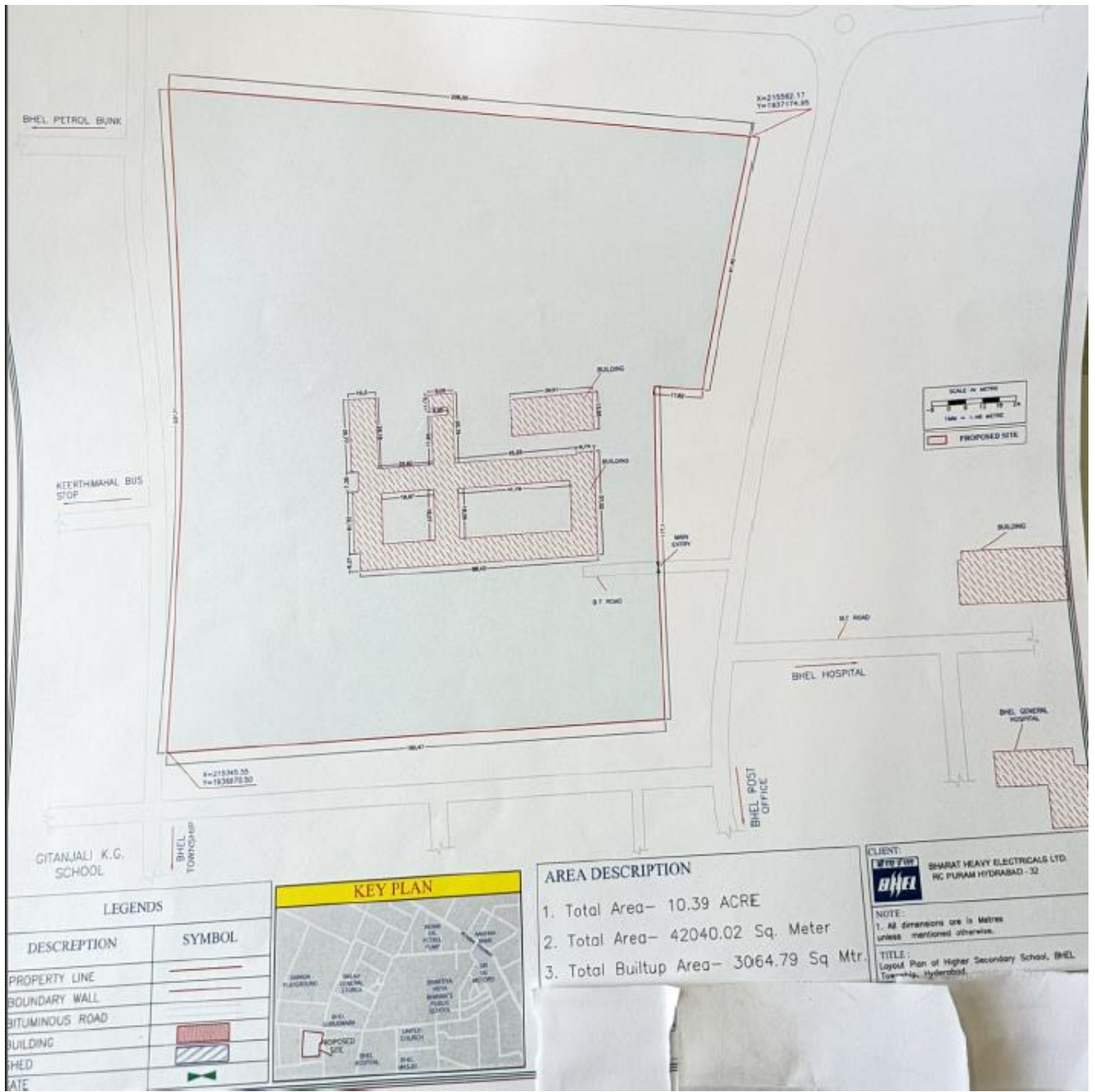
Note:

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 authorization as prescribed above is not recovered.

SECTION-VII

**DETAILS OF LOCATIONS AVAILABLE IN BHEL PREMISES AT
PLACE: RAMACHANDRAPURAM
DISTRICT: SANGAREDDY
STATE: TELANGANA**

Sl.	Description	Details
1.	Name of the Property / Facility	(erstwhile) BHEL Higher Secondary School building and its associated premises.
2.	Location of the Property / Facility	Opp. BHEL General Hospital, BHEL Township, Ramachandrapuram, Sangareddy Dist. - 502032
3.	Location Coordinates on Google Map	<u>17°29'52.1"N 78°18'11.1"E</u>
4.	About the Property / Facility	<ul style="list-style-type: none"> • The Higher Secondary School building was constructed and started operation during the 1960s. • The school stopped being operational in the year 2003 and since then, the school building is lying vacant and unused. • The building is nearly 60 years old and may require repair / renovations / retrofitting for further bringing into operation.
5.	Infrastructure available	56 Classrooms 4 rooms for Library, Office Room, Staff room 3 rooms for lab facility 1 multi-purpose hall 2 playgrounds inside the campus Peripheral compound wall
6.	Total Area of Property / Facility	42006 SqM. with peripheral compound wall
7.	Built-up area	3065 SqM. Constructed in two floors
8.	Type of construction	RCC framed structure
9.	Intended usage of the Property / Facility	School / Educational Institution
10.	Condition of allotment of the Property / Facility	The allotment of the Property / Facility shall be done on "<u>AS IS WHERE IS</u>" basis.
11.	License Period	The initial Licensing period will be 10 years with provision for extension up to 5 years (limited to 2 extensions only) with mutual consent of both the parties and with escalation in Monthly License Fee (MLF) after every year provided that such escalation shall be with 5% increase in MLF (i.e. @ 5% per annum) of the last paid MLF at the time of such revision.



Photographs



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 LICENSING OUT SPACE

(As per Annexure-A)

SECTION-X

**(DECLARATION TO BE GIVEN BY THE BIDDERS
REGARDING STRUCTURAL CONDITION OF THE BUILDING)**

1. Condition of the Structure

I/We, as the bidder, acknowledge that BHEL has provided the structure in its current state ("as-is-where-is condition"), and it is my/our responsibility to verify its structural integrity through an organization as specified in the Notice Inviting Tender (NIT). I/We will carry out any necessary repairs and retrofitting to ensure the structure is fully safe and only begin operations after obtaining the necessary structural fitness certificate for the building and permission from BHEL.

2. Responsibility for Retrofitting Costs

I/We confirm that I/We have taken into consideration all assessment, retrofitting and renovation works while determining my/our lease terms and accept full responsibility for the structural stability and safety throughout the lease duration.

3. Liability for Structural Deficiencies

I/We confirm that any untoward incidents resulting from structural deficiencies during the operational period will be solely my/our responsibility. I/We will be liable for any property damage or loss of life due to structural issues, including any legal consequences thereof. BHEL will not be held responsible for any structural defects or damages, and I/we will not pursue any claims or legal action against BHEL for such issues in the future.

Dated

(BIDDER SIGN WITH SEAL)

ADDRESS:

.....

PHONE NOS.:

Mobile No:

E-MAIL:

SECTION-XI

Clause on Integrity Pact (IP)**Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	Iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	Iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). **Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding.** In other words, entering into this Pact would be a Preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)
 Name: _____
 Dept.: _____
 Address: _____
 Phone: (Landline/ Mobile)

 Email: _____
 Fax: _____

(2)
 Name: _____
 Dept.: _____
 Address: _____
 Phone: (Landline/ Mobile)

 Email: _____
 Fax: _____

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **"Renting / Licensing out Higher Secondary School building at BHEL R.C.Puram Township on License Agreement basis"** (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

1. Section 1- Commitments of the Principal

- 1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1. 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 self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3. The Principal will exclude from the process all known prejudiced persons.
- 1.2. If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

2. Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1. The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or 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, immaterial or any other 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.
- 2.1.2. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or 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.
- 2.1.3. The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes 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.
- 2.1.4. Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3. The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process , terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate" Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

4. Section 4 - Compensation for Damages

- 4.1. If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2. If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor(s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

5. Section 5 - Previous Transgression

- 5.1. The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2. 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

6. Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1. The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3. The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

7. 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 constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

8. Section 8 -Independent External Monitor(s)

- 8.1. The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3. The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4. The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5. The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

- 8.6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7. The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8. The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9. IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10. If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11. After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12. However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13. The word 'Monitor' would include both singular and plural.

9. Section 9 - Pact Duration

- 9.1. This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2. If any claim is made/ lodged during currency of this Integrity Pact, 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 the CMD, BHEL.

10. Section 10 - Other Provisions

- 10.1. This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2. Changes and supplements as well as termination notices need to be made in writing.
- 10.3. If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

- 10.4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5. Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6. In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

 For & On behalf of the Principal
 (Office Seal)

 For & On behalf of the Bidder/ Contractor
 (Office Seal)

Place _____

Date _____

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
