

**BHARAT HEAVY ELECTRICALS LIMITED**

**(A Govt. of India Undertaking)**



Notice Inviting Tender for Licensing out of

Premises : Carpet space (980 sqft) located at F32 , 3rd Floor, Tower F, Maker Tower F Premises ,  
Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005 on Licensing basis

**Issued to:**

**Signature of Officer issuing the documents:**

**Designation:**

**Date of issue:**

This document consists of 32 pages

**Bharat Heavy Electricals Limited**

**Regional Operations Divisions, Mumbai**

**15<sup>th</sup> Floor, Centre 1, WTC, Cuffe Parade, Colaba, Mumbai**

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

**NIT No:-BHEL/ROD/Mumbai/F32 Maker      Dated:-**

**NOTICE INVITING TENDER**

1. Sealed Bids/Offer for Licensing out of Carpet space (980 sqft) located at F32 , 3rd Floor, Tower F, Maker Tower F Premises , Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005 on Licensing basis, is hereby invited in two bid system in the prescribed Performa by the O/o Regional Operations Divisions Mumbai, C-20, 15th Floor, Centre 1, WTC, Cuffe Parade, Colaba, Mumbai, on the date mentioned below.
2. 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 average annual turnover of not less than Rs. 25 Crores (for last three financial year i.e. 2024-23, 2023-22, 2022-21)

*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.*

3. 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 the working days, up to penultimate day of the last date of submission of the NIT
4. The bid form can also be downloaded from the website [www.bhel.com](http://www.bhel.com), 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.
5. 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	02.11.2024 (4pm)
b	Last date for issue of bid form	02.11.2024 (4pm)
C	Date of pre-bid conference Venue: BHEL, ROD, 15th Floor, Centre 1, WTC, Cuffe Parade, Colaba, Mumbai	25.10.2024 (12 noon)
d	Last date and time for receipt of sealed bids	04.11.2024 (3pm)
e	Time and date for opening of technical	04.11.2024 (3.30pm)

6. The Eligibility-cum-Technical Bid will be opened in the presence of the authorized representatives of the bidders at 15:30 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 present at the time of bid opening. However, use of cell phone inside the Hall will be prohibited.
7. 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/time of price bid opening will be informed to qualified bidder separately.
8. In case of the attested copies of the documents/testimonials/certificates original copies thereof should be produced on demand for verification.
9. The bid in which any of the prescribed conditions are not fulfilled is liable to be summarily rejected.
10. 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.
11. 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.
12. No conditional bid including conditional rebate shall be accepted. Conditional bid will be liable to be summarily rejected.
13. The bid forms shall not be issued by post/courier. Further, Bids shall not be received by post/courier/fax.

Bids are to be sent to Tender Box, Regional Operations Divisions, 15th Floor, Centre 1, WTC, Cuffe Parade, Colaba, Mumbai, 400005

14. In case of any issue / clarification following officer may be contacted:

Name: Mr Sarin Sondawale, Sr Manager, BHEL-ROD, Mumbai

Address : Regional Operations Divisions, 15th Floor, Centre 1, WTC, Cuffe Parade, Colaba, Mumbai

Contact No- 7499505309; email : [sarin@bhel.in](mailto:sarin@bhel.in)

No query will be entertain after due date of submission of bid

## **SECTION-II**

### **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 licensing basis.
- c) The **BIDDER** shall mean eligible organization bidding for the space to be taken on license basis under the contract and shall include the legal representative or such individual or the persons representing such eligible organizations.
- d) The **BHEL** shall mean Bharat Heavy Electricals Limited (A Government of India Undertaking) 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 premises 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 appointed /nominated as per applicable laws
- 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 scheduled property (mentioned in SECTION VII) on licence basis to the organizations as mentioned in para '2' of Section-I. Tentative details of the vacant space are available at SECTION VII.

However, the Bidder is free to visit the site and its locality to gather all the requisite information before submitting his bid.

- b) The initial licensing period shall be for minimum 5 years with maximum period of 10 or 20 yrs for private or government entities respectively.

There would be 5% escalation in Licence fee per year on YOY basis.

- c) The Bidder shall sign License agreement for the premises 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 NIA Documents. The Bid / NIA documents include the following:

SN	Particular	Section
1	Notice Inviting NIA	Section I
2	Guidelines to Bidders	Section II
3	Commercial Conditions of Contract	Section III A
4	Special Conditions Of Contract	Section III B
5	Declaration	Section IV
6	Bid Forwarding letter	Section V
7	Letter of authorization to attend bid opening	Section VI
8	Details of Locations	Section VII
9	Proforma for Declaration for downloaded NIT document	Section VIII
10	Standard License Agreement	Section IX
11	Price Schedule (Financial Bid)	Section X
12	Integrity Pact	Section XI

The Bidder is expected to examine all instructions, forms, terms and conditions in the NIA Documents. Failure to furnish any information required as per the NIA 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. Bidder must use only the prescribed Proforma for the bid document issued by BHEL or downloaded from the website ( [www.bhel.com/tenders](http://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 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. The 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.

## **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 NIA document before submission of bid as 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) superscribed thereon "NIT for F32 , 3rd Floor, Tower F, Cuffe Parade, Colaba Mumbai 400005" 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). Any deviation from the above manner shall render the bid liable for the rejection.
  - 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 Regional Operations Divisions, 15th Floor, Centre 1, WTC, Cuffe Parade, Colaba, Mumbai, 400005
- 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 on date/time mentioned in cl.5 above.
- 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 on date ( to be declared in later stage)
- 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 Organizations – 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 sheets duly authenticated by the CA for the last three years. CA certificate must have mention of UDIN of CA.
- iv. Certificate in case of down loaded bids as per SECTION VIII.
- v. 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.

Note : BHEL reserve its right to ask for any document or clarification, as considered relevant, from the bidder.

In absence of relevant document, as above, bidder will be disqualified.

### **b) Financial Bid:-**

(I) The Bidder shall give the unit price, exclusive of applicable taxes and operational and maintenance (O&M) charges, per month for the location applied for, listed in the Price schedule in the Performa given in SECTION X.

## **9. SECURITY DEPOSIT**

1. The Successful Bidder shall deposit advance License fee of one month and Interest free Security Deposit of an amount equal to Six (6) month's License fee to the BHEL
2. The amount required in Security deposit of the contract value may be made in any of the following ways:

i) Demand Draft/ Electronic Fund Transfer in favour of BHEL Electronic Fund Transfer to be credited in below bank account of BHEL

- Name : BHARAT HEAVY ELECTRICALS LTD
- BANK : STATE BANK OF INDIA, CUFFE PARADE BRANCH
- ACCOUNT NO : 10783155482 IFSC CODE : SBIN0005345

3. Delay clause: In case of delay in submission of security deposit, enhanced security deposit which would include interest @ SBI Benchmark Prime lending rate ( as applicable from time to time) plus 4 % for the delayed period, shall be submitted by the bidder.



Present SBI Benchmark Prime lending rate is 15.15 % . For any period in future if SBI Bench mark Prime lending rate is not available , then for such period last published SBI benchmark PLR shall be applicable for such period unless otherwise decided by BHEL.

4.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.

5.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.

6. Possession of premises to successful bidder shall be handed over only after receipt of security deposit

#### **10. EVALUATION OF BIDS:**

The evaluation and comparison of bids shall be based on the highest License fee per month offered in the Price Schedules.

#### **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.
- b. BHEL intends to License out the entire premises to single bidder.
- c. Bidder should specify the nature of commercial activities intended to be carried out by bidder in the said premises. BHEL may reject based on nature activities, decision of BHEL would be final in this regard

#### **12. ISSUE OF LOI ( Letter of Intent)**

- 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 the issue of the licensing intimation letter , the bidder shall give it's acceptance along with Security Deposit in conformity with terms of bid document.

#### **13. SIGNING OF CONTRACT**

The issue of LOI followed by acceptance by the successful bidder 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 shall constitute sufficient ground for the annulment of the award in which event the BHEL shall call for fresh bids.

### **SECTION III A**

## **GENERAL 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**

Monthly bill for advance License Fee will be raised by BHEL

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 @ SBI Benchmark Prime lending rate (as applicable from time to time) 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.

Bidder/prospective licensee, hereby agree to be liable for any loss caused to the property after entering in the premises until its vacation, for all the conditions, not covered under force majeure clause, as a genuine pre-estimate of damages, as assessed by BHEL. SD deposited under this NIT will be adjusted against such damages.

Timely payment of License fee and other dues BHEL as well as timely vacation of property is essence of contract.

In case of delay/default in payment of license fee, penal interest shall be chargeable @ SBI PRIME Lending rate plus 4% shall be payable by licensee to Licensor (i.e BHEL)

### **3. FORCE MAJEURE**

3.1 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.

### **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;

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. ARBITRATION**

Except as otherwise provided elsewhere in this NIT, in the event of dispute of an arbitrable nature, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Head of Unit, ROD, BHEL, New Delhi for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BHEL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act 1996, any amendment thereof and any notification issued or rules made there under from time to time.

Seat of the arbitration shall be at New Delhi.

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such cost or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

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 III B.**

### **SPECIAL CONDITIONS OF CONTRACT**

1. Special condition will prevail over license agreement which will prevail over general conditions, in case of conflict
2. The said premises are allowed for Commercial Office purpose. Bidder should clearly mention (in Form in Section V) the nature of activities, it intends to carry out in this premises

3. The rate quoted by bidder in Section X is exclusive of Electricity charges, Water Charges, Common Out going charges, repair and maintenance charges, NOC charges which will be passed on to bidder on back to back basis as per actual charges billed by Maker Tower F Premises CSL
  - a) At present, Maintenance charges billed by society for said premises approx. Rs.10780 per month. NOC charges is Rs. 1078 per month. It will be borne by bidder in addition to rate quoted in Section X. In case of any change in above rate by Maker Tower F Premises CSL, same will be passed on to the bidder accordingly. GST as applicable will be charged.
  - b) Utility charges (Electricity, water, gas, cable charge etc), as per actual, will be borne by bidder
  - c) shifting charges/ lift usage charges at the time of taking over/handing over, as applicable will be borne by bidder. At present it is Rs. 9800/- Plus GST for each event. Please note that incoming shifting will be one event and out-going shifting will be separate event. Same will be passed on to licensee on back-to-back basis as per actual, as raised by society.
  - d) As per bye law of Maker Tower "F" Premises CSL, one car parking is permitted during working hours (7 am to 11 pm) on first come first serve basis. Thus, the parking charge for F32 (Sl.No1) is not being charged extra. However, in case of overnight parking, charges as applicable will be passed to licensee.
4. Said quote of Bidder is Exclusive of GST/Taxes. GST and applicable taxes and any levy of Government in connection to this agreement are to borne by licensee as per applicable Government Rules.
5. In the event of the rateable value of the premises or any part thereof covered in the Leave and License agreement being increased by the Municipal Corporation of Mumbai by reason of the Leave and License agreement then the whole of such increase shall be borne by the licensee.
6. Income tax liabilities arising on bidder due to this leave and license agreement will be borne by Bidder.
7. Bidder shall make his own arrangement of Security, Housekeeping for Licensed Premises.
8. There is No splitting of bid.
9. The premises is available on "as is where is basis".
 

It will be in purview of licensee organization to make necessary interior like flooring, seating arrangement, cabin as per their requirement on their own cost without changing the basic civil structure (beams and pillar). However, for the exceptional cases, where repair/modification in civil structure is required, same will be carried by Licensee with prior written permission from BHEL and Maker Tower F Premises CSL. During interior / repair/modification work, Licensee will provide free access to BHEL representative.
10. Stamp duty, registration charges, other applicable tax if any, in respect of licensing agreement will be borne by licensee. In case of termination of agreement before its completion of stipulated period, bidder will not claim for the cost of stamp duty/registration/other applicable tax for balance of period, from BHEL.
11. Bidder is free to engage broker/consultant. BHEL is not liable to pay brokerage/consultation fee.
12. The area as mentioned in above will be considered for basis of calculation of license fee in term of per sqft. In case bidder put a claim that measured area is different than that mentioned in this document and requested for adjustment of difference, then such claims/request will not be accepted. Bidders are free to inspect and measure the premises prior to submission of Bids.
13. As of now there is no gas connection. In case licensee wishes to apply for the same, licensee shall take NOC form BHEL. Its Connection charges and periodic utility charges, at actual, will be borne by licensee.
14. BHEL is not liable to pay/bear the cost of vacation of premises or shifting of licensee's belongings.

15. Licensee and its employees/partner/client visiting the premise shall strictly follow the rules/regulation/guideline/ byelaws of the society. Licensee shall ensure harmonious and cordial relations in neighborhood.
16. In case of any damage to asset / property of neighbors or society, by the action of Licensee and its employees/partner/client, then licensee shall bear the cost of same.
17. Term and Conditions in NIT shall remain valid during operation of SLA

**SECTION IV**  
**DECLARATION**

**To,**  
**The General Manager,**  
**ROD, BHEL, Mumbai**

Sub: Submission of NIT for Licensing out Carpet space (980 sqft) located at F32 , 3rd Floor, Tower F, Maker Tower F Premises , Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005 on Licensing basis

**NIT No:-BHEL/ROD/Mumbai/F32 Maker      Dated:\_\_\_\_\_**

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:-BHEL/ROD/Mumbai/F32 Maker      Dated:\_\_\_**

**To,**  
**The General Manager,**  
**ROD, BHEL, Mumbai**

Dear Mam/Sir,

1. We are

a. Public Organizations		Tick whichever is applicable.  Attach relevant document in its support
	I. Central/ State Government offices	Yes/No
	II. Central/ State PSUs and their subsidiaries/ joint ventures.	Yes/No
	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.	Yes/No
	IV. Constitutional bodies, Judicial & Quasi-Judicial bodies and Organizations set up by an Act of Parliament.	Yes/No
b. Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks.		Yes/No
c. International bodies		Yes/No
d. Private Organizations with average annual turnover of at least Rs. 25 Crores for last three financial year i.e. 2021-22, 2022-23, 2023-24 (Audited annual statement/CA certificate with UDIN No of CA is to be provided)		Yes/No

2. We wish to apply for said premises on leave and licensing basis for commercial purpose. The nature of activities, that we intend to carry out in this premises are: \_\_\_\_\_
3. Having examined the conditions of NIT document and we, undersigned, offer our bid to take BHEL premises on License in conformity with the said conditions of contract.
4. We undertake, if our Bid is accepted, to occupy the space immediately as per terms of the Bid Document.

5. 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.
6. 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.
7. Bid submitted by us is properly prepared so as to prevent any subsequent alteration and replacement.
8. We understand that you are not bound to accept the highest or any bid, you may receive.
9. We are not banned/suspended/black listed for business dealing by BHEL 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 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**

**To,**  
**The General Manager,**  
**ROD BHEL Mumbai**

Subject: **LETTER OF AUTHORISATION**

Following persons are hereby authorized to attend the pre-bid meeting, signing of agreement, and correspondence with BHEL in order of preference given below.

Order of Preference Name Specimen Signatures

1.

2.

Alternate Representative

Signatures of bidder

Or

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

## **SECTION –VII**

**Notice No:-BHEL/ROD/Mumbai/F32 Maker      Dated:\_\_\_\_\_**

DETAILS OF LOCATIONS AVAILABLE IN BHEL PREMISES at Mumbai of State of Maharashtra:

Sl. No.	Name of the city/Town/Village	Name of the premises with complete Address	Area available for Licensing ( carpet) sqft	Locational features
1	Cuffe Parade Colaba Mumbai	F32 , 3rd Floor, Tower F, Maker Tower F Premises , Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005 on Licensing basis	980	Very good connectivity; Located near Market, WTC, Government Office like Mantralya etc

## **SECTION –VIII**

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

**NIT No:-BHEL/ROD/Mumbai/F32 Maker      Dated:\_\_\_\_\_**

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 bid 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 bid 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:-----

PHONENOS.: -----

MobileNo:-----..

E-MAIL:-----

**SECTION IX**

**STANDARD LICENSE AGREEMENT (SLA) FOR RENTING OUT SPACE**

**which is enclosed as Annexure A2 shall be part of this tender**

**(As per Annexure-A2)**

**SECTION X**  
**PRICE SCHEDULE**  
**FINANCIAL BID**

**To,**

**ROD, BHEL, Mumbai**

With reference to the Notice Inviting Tender we, \_\_\_\_\_ offer the following price to take the said premises of BHEL on License basis in accordance with the terms and conditions mentioned therein, as under:

Sl. No.	Name of the premises with complete Address	Area available for Licensing ( carpet) sqft	Total monthly License fee( Rs) exclusive of GST (This monthly rate will remain constant for 1 <sup>st</sup> year )
1	F32 , 3rd Floor, Tower F, Maker Tower F Premises , Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005 on Licensing basis	Carpet space (980 sqft)	TO be quoted

**Note :**

- Said quote of Bidder is exclusive of GST/Taxes. GST and applicable taxes and any levy of Government in connection to this agreement are to borne by licensee as per applicable Government Rules.
- The rate quoted by bidder in price schedule is exclusive of Electricity charges, Water charge, internal repair and maintenance charges, Society Service/Maintenance charges, Common Electricity charges, Common Water charges, Society NOC charges, Parking charges, Gas Connection charges, Misc Charges ( including penalty due to licensee's action if any) which will be borne by bidder at actual charges plus GST as applicable
- In the event of the rateable value of the premises or any part thereof covered in the Leave and License agreement being increased by the Local Authority by reason of the Leave and License agreement then the whole of such increase shall be borne by the licensee.
- Income tax liabilities arising on bidder due to this leave and license agreement will be borne by Bidder.
- Stamp duty, registration charges, documentation, other applicable tax if any, in respect of licensing agreement will be borne by licensee. In case of termination of agreement before its completion of stipulated period, bidder will not claim for the cost of stamp duty/registration/documentation/other applicable tax, from BHEL.
- The area as mentioned in above will be considered for basis of calculation of license fee in term of per sqft. In case bidder put a claim that measured area is different than that mentioned in this document and requested for adjustment of difference, then such claims/request will not be accepted. Bidders are free to inspect and measure the premises prior to submission of Bids.
- There would be 5 % increment in monthly license fee on Y-O-Y basis from 2nd year of possession.
- The evaluation and comparison of bids shall be based on the highest License fee per month offered in the Price Schedules for the premises.

**STANDARD LICENSE AGREEMENT (SLA)**

AN LICENSE AGREEMENT MADE AT MUMBAI THIS ..... DAY OF .....  
TWO THOUSAND AND TWENTY-FOUR.

**BETWEEN**

BHARAT HEAVY ELECTRICALS LIMITED, a Government Company incorporated under Companies Act 1956 and having its registered office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110049 and also having inter alia one of its Unit/office at ..... (hereinafter referred as ‘BHEL’ or ‘Licensor’ which expression shall include its successors, assigns, administrators, liquidators and receivers, wherever the context of meaning shall so require or permit) of the ONE PART

**AND**

Organization\_\_\_\_\_ Registered under Act\_\_\_\_\_ having registered Address.....herein after Called ‘The Licensee (which expression shall include its successors permitted assigns, administrators, liquidators and receivers, wherever the context of meaning shall so require or permit) of the OTHER PART.

1. The Licensor is owner of the property known as F32 , 3rd Floor, Tower F, Maker Tower F Premises , Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005. This property owned by the Licensor is a Public Property under section 2(e) of The Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
2. The Licensee being in need of a premises for the purposes of office / commercial purposes has approached the Licensor to take on License the F32 , 3rd Floor, Tower F, Maker Tower F Premises , Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005 on a temporary basis on payment of consideration and on terms and conditions as mutually agreed in writing between the parties as herein contained.

**WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS: -**

Whereas BHEL /Licensor has invited the Notice No. \_\_\_\_\_ dt \_\_\_\_ for Licensing out of Carpet Area 980 sqft of F32 , 3rd Floor, Tower F, Maker Tower F Premises , Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005 on Licensing basis.

Based upon the evaluation of NIT\_\_\_\_\_, Licensee .....  
..... has been short listed for Licensing out of Carpet Area 980 sqft of F32 , 3rd Floor, Tower F, Maker Tower F Premises , Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005 on Licensing basis on the terms & conditions as agreed herein in this agreement.

**NOTE:** Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

1. In consideration of the license fees hereinafter reserved and of the other conditions herein contained, the Licensor agrees to license and Licensee agrees to take on LICENSE the premises known as “F32 , 3rd Floor, Tower F, Maker Tower F Premises , Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005 on Licensing basis” together with all fixtures and fittings standing and being thereon building related services (external & internal called “THE SAID PREMISES”) more particularly described in SCHEDULE A.

2. The Licensee is permitted to use the said Licensed Premises only for the purpose of Office / Commercial purposes. It is clearly agreed and understood that the Licensee shall be entitled to use the said Licensed Premises only for the purpose as stated herein and shall not be entitled to convert use of the said Licensed Premises for any other purpose without the express written approval of the Licensor.
3. The LICENSE shall commence/shall be deemed to have been commenced on the.....Day of ..... Two thousand and Twenty Four and shall, subject to the terms hereof, continue for a term of minimum 5 years. It can be maximum of 10 or 20 years for private or government entities/societies/trust respectively, with permissible further extension of 5 yrs. There is provision of 5% escalation in License fee every year.
4. The Licensee shall not be in exclusive possession or control over any part of the Licensed Premises and the exclusive possession and control thereof shall at all times hereof always remain and/or be deemed to remain with the Licensor.
5. The Licensee shall, subject to the terms hereof, pay monthly license fees for the said premises at the rate of Rs. .... per month which shall be deemed to be exclusive of maintenance charges, all the taxes and other charges payable to municipal or other local/state/other bodies (except Property/House Tax). The License fee along with operation & maintenance charge is payable in advance within 10 days of bill raised by BHEL failing which the amount with interest @ SBI Benchmark Prime lending rate ( as applicable from time to time) plus 4 % for the period of delay shall be recovered by BHEL (Licensor). The License Fees specified in this agreement are subject to escalation @ 5% on YoY basis effective from the date of completion of possession..
6. At present, Maintenance charges billed by society for said premises approx. Rs.10780 per month. NOC charges is Rs. 1078 per month. It will be borne by bidder in addition to rate quoted in Section X. In case of any change in above rate by Maker Tower F Premises CSL, same will be passed on to the bidder accordingly. GST as applicable will be charged.

Utility charges (Electricity, water, gas, cable charge etc), as per actual, will be borne by bidder

Shifting charges/ lift usage charges at the time of taking over/handing over, as applicable will be borne by bidder. At present it is Rs. 9800/- Plus GST for each event. Please note that in-coming will be one event and out-going will be separate event. Same will be passed on to licensee on back-to-back basis as per actual, as raised by respective society.

Common electricity, Common water charegs Misc. Charges (including penalty due to licensee's action if any) at actual as charged by Maker Tower F Premises CSL, will be borne by bidder

BHEL is not liable to pay/bear the cost of stamp duty/registration paid by licensee for the period of term of licensing agreement. It will be borne by licensee.

BHEL is not liable to pay/bear the cost of vacation of premises or shifting of licensee's belongings. It will be borne by licensee.

As per bye law of Maker Tower "F" Premises CSL, one car parking is permitted during working hours (7 am to 11 pm) on first come first serve basis. Thus, the parking charge for F32 (Sl.No1) is not being charged extra. However, in case of overnight parking, charges as applicable will be passed to licensee.

Licensee and its employees/partner/client visiting the premise shall strictly follows the rules/regulation/guideline/ byelaws of Maker Tower "F" Premises CSL. Licensee shall ensure harmonious and cordial relations in neighborhood.

In case of any damage to asset / property of neighbors or society, by the action of Licensee and its employees/partner/client, then licensee shall bear the cost of same.

7. Security arrangement of the premises under possession of the Licensee shall be the responsibility of Licensee. Licensors (BHEL) shall not be responsible for any loss of installation, equipment etc. The rate of maintenance charges as stated in Para 6 above are exclusive of electricity charges etc. Electricity charges as actual will be borne by Licensee.
8. That the Licensee has to deposit 6 months license fee, a sum of Rs.....(Rupees ..... ) as Security Deposit vide details ..... The SD will carry no interest and same shall be refunded at the time of the premises having been handed back properly to the Licensors with the fittings and fixtures etc. in good condition, all alterations made with due permission of Licensors are restored at the option of BHEL, all dues having been cleared. Otherwise the same shall be adjusted against the said security deposit. The Licensee shall also pay a sum of Rs.....(Rupees ..... ), 1 month license fee, as Advance license fee.
9. The Licensors shall have right to adjust from security deposit, as decided by Licensors, which has to be incurred by licensee on account of major damages to the building/premises. In case of failure to arrive at a consensus amount of damage the decision of the Licensors shall be final and binding on the licensee. If he is aggrieved with decision of Licensors then he may have opportunity to represent his case, before HOU (Head of ROD, New Delhi).
10. The Licensee shall be entitled to use the said premises only for allotted purpose and/or lawful business of Licensee and is not detrimental to the interest of the Licensors.
11. The Licensee shall not sublet assign or otherwise part with the whole or any part or parts of the said premises during the period of licensing nor will allow at the time of vacating the premises and will handover peacefully vacant possession to the Licensors.
12. That the Municipal Tax (except Property/House Tax) or other local tax levied by local authority and water charges are borne by the Licensee proportionately including any future revision with retrospective effect for the period and area of occupation. Any other tax or any hike imposed by the appropriate authority is to be borne by the Licensee. GST (Goods and Services tax) at the prescribed rates is to be borne by the Licensee. It is made absolutely clear, in this license agreement that it shall be the sole responsibility of the Licensee to bear all such charges to Govt. authorities. The Licensors are free to deduct the said charges from the security deposit. In such events, short fall in any security deposit during the currency of agreement shall be payable by Licensee with the following monthly license fee payable, so as to secure deposit of Rs ... .. kept deposited with Licensors throughout the LICENSE period. The LICENSE is subject to the local authority bye laws. The Licensee shall comply with municipal and other charges. If the Govt/local authority objects to LICENSE out the BHEL premises, then the licensee has to vacate the same and Licensors shall not be liable to pay any compensation for the same.
13. That the Licensee shall pay all charges in respect of electric power, light used in the said premises in accordance with the separate meter / sub-meters installed therein during the currency of this agreement including proportionate fixed charges against bills raised by the appropriate authorities beginning from the date of taking over the possession of the said premises. The cost of separate meter /sub-meter including its installations shall be borne by the Licensee.
14. That at the time of occupation, the Licensee shall see the conditions of all fittings and fixtures and shall be responsible to restore this in the same condition in which they have been taken over except natural wear and tear.

15. That the Licensee shall allow the Licensor or his authorized representative to enter the said premises at the reasonable hours or when necessary for inspection/repair etc.
16. The responsibility for stamp duty/ registration / documentation of this license agreement would be that of the Licensee and all expenses in that regard would be borne by the Licensee. The registration of this agreement should be done by the Licensee within a period of 30 days from the date it is signed. One copy of the registered document would be supplied by the Licensee to the Licensor within 15 days of the registration thereof.
17. That the Licensee shall be entitled to erect and fix up partitions, cubicles and other fixtures and fitting and meters into or upon the said premises or any part thereof after getting approval of the same from the Licensor provided that same shall in all events confirm the building bye laws of the authority concerned for time being. However, at the expiry of this LICENSE or extension. If any, the Licensee will hand over vacant possession of the said premises in its normal original condition after removing at its own cost all and fixture installed by the Licensee. The Licensee shall not make any structural changes, addition/alterations in the premises without written permission from BHEL.
18. That day to day repairs arising out of the normal wear and tear or resulting from any modifications by the licensee at his own cost but any major structural repair may be done by licensor at his own cost. Licensor shall have power to remove any fixture/fitting or modifications done by the licensee if it is felt that such changes has done in above mentioned clause, will damage the structure of the building.
19. The Licensee warrants that they shall not store any hazardous material or inflammable goods or articles or cause any nuisance or annoyance / inconvenience or damage to the other occupiers or the property in the said Building.
20. Licensee agrees to keep the Licensed Premises clean and well swept and to have all rubbish, garbage and dirt removed at the end of every day such that no nuisance and/or annoyance is caused to neighbouring occupants and environment and/or health standards/hygiene are maintained at the highest standards.
21. Licensee agrees to execute at its own expenses all white-washing and colour washing to the interior of the Licensed Premises and to make all petty repairs such as repairs to walls, flooring, flushing tanks, W.C basins and breakage of doors, windows, shutters, and panes and the like interior petty dilapidations during the term under this agreement for purpose of general upkeep & maintenance of the property
22. The Licensee agrees that in the event any notice is received by the Licensor and/or the Licensee from MCGM or any other local authority directing repairs / reconstruction of the said Building and/or immediate evacuation thereof for whatsoever reason, and the Licensor accordingly issues notice to the Licensee for evacuation for the purposes of carrying out such repairs and/or reconstruction/redevelopment of the said Building, in such an event, this Agreement shall stand terminated and the Licensee shall not be entitled to claim Alternate Accommodation in lieu of the Licensed Premises from the Licensor.
23. The Licensee agrees with the Licensor to abide by the terms and conditions of the LICENSE agreement and shall peacefully enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance to the Licensor by him or any person claiming by or through or under them.
24. If the Licensee shall be desirous of extending the LICENSE of the said premises after the expiration of the term hereby granted, it will give a request in writing to the Licensor not



less than two months before the expiration of the term hereby granted to the Licensor. Thereupon the Licensor may renew the LICENSE for a further period of 5 years in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal provided that such revision shall be with revision of license fee. However, it is agreed condition that if no such mutual agreement is reached the Licensee shall vacate the premises on the expiry of the time of LICENSE agreement.

25. The Licensor shall be entitled to terminate the LICENSE at any time giving to the Licensee a Two-months advance notice in writing of its intention to do so license fee shall be payable for complete duration of stay in property.

Being primarily a license agreement, licensee must vacate premises in within 2 month of advance notice period, failure of which shall be treated unauthorised occupation & license fee/damages recover in accordance to clause 31/32.

In case licensee wishes to terminate the license agreement, licensee shall give two month advance notice for said intention and continue to pay the license fee during the notice period.

26. That in case of default of non-payment of the LICENSE fee for the maximum period of three (3) months, then this agreement shall stand automatically terminated and the Licensee shall have to vacate the premises immediately. No claim whatsoever shall lie against the licensor.

Since timely vacation of property is essence of contract , any period of occupation of property after non payment for three months will be treated as Unauthorised occupation and license fee /damages shall be computed as mentioned in clause No 31/32 below

27. The licensor has the right to recover any amount due from licensee from the security deposit available with licensor and the decision of licensor will be final and binding on the licensee.
28. Any notice to be made or given to the Licensor under these presents or in connection with the said premises shall be considered as duly given if sent by the Licensee through the post by registered letter/speed post addressed to the officer who signs this agreement on behalf of Licensor and a copy to the Head of Unit/Region/Division concerned and any notice given to the Licensee shall be considered as duly given if sent by the Licensor through the post by registered letter/speed post addressed to the Licensee at their last known place of abode. Any demand or notice sent by the registered post in either case shall be assumed to have been delivered in the usual course of Post.
29. That in case of any dispute with regard to this LICENSE AGREEMENT, the same shall be subject to the jurisdiction of District Court and Courts at Mumbai (*i.e. Place where agreement is signed*) and Indian Law shall be applicable. However, during the pendency of the dispute, “the Licensee shall not stop payment of license fee and other CHARGES if the possession is not vacated and handed over officially to licensor or occupied by Licensee. Other terms shall also continue to apply.”

If the Licensee is a PSE / Department / Ministry / Public Authority / Organisation / University of Central or State Government, the dispute shall be referred to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in terms of Department of Public Enterprises Office Memorandum dated 14.12.2022

30. Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 45 (Forty Five) days from the date of making of such request. Where parties are unable to settle the disputes through mutual conciliation, the same shall be referred to Head of Unit (HOU i.e. Head of ROD, New Delhi), and the decision of HOU shall be binding on both the parties.
31. It is specifically stated that if premises is not vacated by due date, it will be deemed to be under 'unauthorised occupation' of licensee from next date after the expiry of licence period. If premises is not vacated by due date, it will be deemed to be under "unauthorized occupation" of licensee from the next day after the expiry of licensee period.  
In all cases of unauthorized occupation of premises, the licensee shall be liable to pay damages per month at the following rates:
- a. Twice the normal license fee of the premises for the first 4 month of unauthorized occupation
  - b. Four times the normal license fee of the premises after expiry of first 4 month of unauthorized occupation
  - c. In addition to above, interest at the rate of SBI Benchmark Prime lending rate ( as applicable from time to time) plus 4 % for the period of delay calculated on day-to-day basis shall be charged on actual licensee fees. Such interest shall be compounded on monthly basis.
  - d. In addition to charging penal license fee, BHEL shall be at liberty to discontinue the services to the premises.
32. The possession is deemed to be 'unauthorized occupation' in case of termination/expiry of license. This will warrant immediate action under Public Premises (Eviction of Unauthorized Occupants), Act, 1971 and all applicable laws. BHEL/Licensor shall be at liberty to initiate such action as deemed fit. In case of failure to vacate the premises, the Licensee shall be evicted as per the provisions contained in the Public Premises (Eviction of Unauthorized occupants) Act, 1971 and all applicable laws at the risk & cost of License. Any damage to the facility, except for normal wear & tear, shall be made by Licensee.
33. In the event of Licensee committing any breach of terms & conditions herein contained and Licensee has not rectified the said breach within 15 days, after the same has been brought to their notice by the Licensor, the Licensor shall be at liberty to terminate the agreement by giving one month's notice in writing terminating the LICENSE & upon expiring of such notice Licensee shall stand terminated.
34. That the Licensee shall abide by all laws, byelaws, rules & regulations of government or local authority. The Licensee shall not use the premises for the things/ business which are prohibited by any law of land. The Licensee shall not or attempt to do so or cause or suffer to be done anything which may or is likely to jeopardize or prejudice to the interest of the Licensor. In event of default being committed, the Licensee undertakes to exclusively own such liability & responsibility & shall keep the Licensor fully indemnified in respect of such liability

35. That the Licensor and their agents, employees shall be entitled to visit & inspect the said premises or any part thereof, at all reasonable times for the purpose of either viewing the conditions of said premises, nature of business or otherwise. The Licensee shall not hinder or obstruct any such visitor from visiting the said premises or any part thereof.
36. The licensee shall use the premises only for the purpose for which the premises was/were allotted. Licensed premises shall not display any publicity material of companies competing with BHEL. Further, BHEL shall reserve the right for utilizing the premises for publicity/other purposes.
37. The Premises will not be licensed for running of liquor business/illegal activities.
38. The terms and conditions agreed herein shall hold good so long as the present management as on date of execution of this Agreement is in the control of the Licensee. If there is any change in the management by way of induction of new directors or take-over of the Licensee by a third party, in such an event, the Licensee hereby undertakes to abide by such revised terms and conditions as may be decided by the Licensor including but not limited to a revision of License Fees there from.
39. This LICENSE agreement has been executed in duplicate. One counter part of the LICENSE agreement to be retained by the Licensee and the other by the Licensor.

#### **THE SCHEDULE 'A' REFERRED TO ABOVE**

The premises include super built up area of Carpet space (980 sqft) located at F32 , 3rd Floor, Tower F, Maker Tower F Premises , Coop. Society Ltd. Cuffe Parade, Colaba Mumbai 400005 on Licensing basis situated on plot/ land / parcels of Government leasehold land ( Partly sub-merged under water) bearing plot Nos. 73-A, 74, 83. 84 & 85, Block V, of Backbay Reclamation Scheme in City and Island & Sub- Registration District of Bombay and which plots are bounded as follows:- On or towards the North partly by Plot No 82 and Partly by Plot No. 75. On or towards the South by 140'- 'O' wide Boulevard (partly reclaimed and partly under sea). On or towards the East by an existing 90'- O' wide road and beyond that partly by Plot Nos. 97,98 of the Backbay Reclamation and towards the West by a 140'- O' vide ceremonial Boulevard ( partly reclaimed and partly under sea and beyond that by unreclaimed Government land.

Coordinates of property: 18.916920268487186, 72.81790363244286

along with all rights and privileges regarding use of corridors, stairs, parking spaces etc.

IN WITNESS WHEREOF THE OFFICIAL SEAL OF .....  
..... has been affixed in the manner hereinafter mentioned and the  
LICENSE agreement has been signed for and on behalf of the Licensee on the day and  
year first above written by .....

<b>Signed for and on behalf of</b> <b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>Name:</b> <b>Designation:</b>	<b>Signed for and on behalf of</b> _____  <b>Name:</b> <b>Designation:</b> (In case Licensee is a company) Having authority to sign on behalf of the Licensee Vide resolution dated ... .. of ... .. )
--	---

Date: .....

Place: .....

**Witnesses:**

1. ....  
2. ....

1. ....  
2. ....

## Section XI

### 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 \_\_ (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.

#### 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.

## **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.

## **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.

## **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.

### **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.

### **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.

### **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.

### **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.

## **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.

## **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.

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For & On behalf of the Principal  
(Office Seal)

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_