

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)



NIT for Licensing out of built up space (1058 sqft), Office No. 3, 2nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara 390005) on Licensing basis

Issued to:

Signature of Officer issuing the documents:

Designation:

Date of issue:

This document consists of 29 pages

The Address of the Office where bid to be submitted.

Bharat Heavy Electricals Limited

Regional Operations Divisions, Vadodara

C-20, BHEL Township,

Gayatri Nagar, Vadodara 390021.

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

NIT No:-BHEL/ROD/Vadodara/Premises/01

Dated:09.07.2024

NOTICE INVITING TENDER

1. Sealed Bids/Offer for Licensing out of built up space (1058 sqft, Office No. 3, 2nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara) on Licensing basis, is hereby invited in two bid system in the prescribed Performa by the O/o DGM (Commercials) Regional Operations Divisions Vadodara, C-20, BHEL Township, Gayatri Nagar, Vadodara 390021, 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. 5 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, 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	19.07.2024, 16:00 hrs
b	Last date for issue of bid form	19.07.2024, 16:00 hrs
c	Date of pre-bid conference Venue: Regional Operations Divisions Vadodara, C-20, BHEL Township, Gayatri Nagar, Vadodara 390021	15.07.2024, 10:00 hrs
d	Last date and time for receipt of sealed bids	20.07.2024, 15:00 hrs
e	Time and date for opening of technical bid Venue: Regional Operations Divisions Vadodara, C-20, BHEL Township, Gayatri Nagar, Vadodara 390021.	20.07.2024, 15:30 hrs
	Time and date for opening of financial Bid	To be informed to qualified bidder in later stage

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 addressed to Tender Box, Regional Operations Divisions Vadodara, C-20, BHEL Township, Gayatri Nagar, Vadodara 390021.

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

Name: Mr Vishal Patel, DGM, BHEL-ROD, Vadodara

Address :

Regional Operations Divisions Vadodara, C-20, BHEL Township, Gayatri Nagar, Vadodara 390021.

Contact No- 7506089937; email : vishal.patel@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 3 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 built up space within 1 month of the acceptance of his bid.

3. DECLARATIONS

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

4. BID / NIT DOCUMENTS

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

SN	Particular	Section
1	Notice Inviting NIT	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

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. 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.

6. METHOD OF APPLICATION

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

7. SUBMISSION & OPENING OF BIDS AND VALIDITY THEREOF:

- a) The Bid shall be in two bid system.
- b) The Bid to be submitted should be in the sealed envelopes in the following manners:-
 - i. The third envelope (sealed) superscribed thereon "NIT for built up space (1058 sqft), Office No. 3, 2nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara 390005" should contain the following two envelopes.
 - ii. The first envelope (sealed) super scribed thereon "Eligibility details" should contain the, the 'DECLARATION' as prescribed in the terms & conditions of the bid document, details in the prescribed proforma & attested copies of the documents/ testimonials/certificates meeting the eligibility conditions.
 - iii. The second envelope (sealed) super scribed thereon "Financial Bid" should contain financial bid in the prescribed Proforma (SECTION X).
 - iv. Any deviation from the above manner shall render the bid liable for the rejection.
- c) The bidders should submit their bid on or before the prescribed time and date at the address mentioned below in tender box placed at.

Bharat Heavy Electricals Limited
Regional Operations Divisions, Vadodara
C-20, BHEL Township,
Gayatri Nagar, Vadodara 390021.

- d) Any bid received after the prescribed deadline of date and time shall not be opened and summarily rejected.
- e) The Eligibility-cum-Technical Bid will be opened in the presence of the authorized

representatives of the bidders at 15.30 hrs. on the last date of receipt of the bids.

- f) Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the authorized representatives of the bidders 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 square feet of built up area 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) Cash (as permissible under the extant Income Tax Act)
- ii) Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ 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 Limited Bank

Branch: Canara Bank, Alkapuri Branch

Account No: 0160201000477 IFSC Code: CNRB0000160

- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) 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)
- v) 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)
- vi) Insurance Surety Bond

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 offered in the Price Schedules in Section X.

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

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

At the request of successful bidder, BHEL may allow further period of 30 days for deposit of SD.

13. SIGNING OF CONTRACT

- i. 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.

3.2 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;
- 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, Common Out going charges, repair and maintenance charges (which include Water & Sewerage charges as well), which will be on back to back basis as per actual charges by Offtel Tower Association.
 - 4.1 At present, Common Out going charge of Offtel Tower Association is Rs. 2.00 per SQFT (Super built up i.e. 1267 sq ft) per month and Repair-Maintenance (which include Water & Sewerage charges as well) as per actual. It will be borne by bidder in addition to rate quoted in Section X. In case of any change in above rate by Offtel Tower Association, same will be passed on to the bidder accordingly.
 - 4.2 Electricity charge, as per actual, will be borne by bidder
 - 4.3 Out of the total Municipal Taxes of Rs. 29619.00, Property Tax of Rs. 13546.00 shall be borne by the licensor and remaining charges which are Education Cess of Rs. 4064.00, Water Charge of Rs. 5418.00, Conservancy & Sewerage Charge of Rs. 4741.00, Sp. Sanitary/ Safai Charge of Rs. 1800 and Environment Improvement Charge of Rs. 50.00 shall be borne by the licensee. In case of any change in above rate by Vadodara Municipal Corporation, same shall be passed on to the bidder accordingly.
5. 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 bidder as per applicable Government Rules.
6. 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 Vadodara by reason of the Leave and License agreement then the whole of such increase shall be borne by the licensee.
7. Income tax liabilities arising on bidder due to this leave and license agreement will be borne by Bidder.
8. Bidder shall make his own arrangement of Security, Housekeeping for Licensed Premises.
9. The said premise is intended for single bidder. No splitting of bid is allowed.
10. No subletting is allowed
11. 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 Offtel Tower Association. During interior / repair/modification work, Licensee will provide free access to BHEL representative.

Since premises is allotted on "as is where is basis", no license fee free period will be given to licensee.

- 12.** 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.
- 13.** Bidder is free to engage broker/consultant. BHEL is not liable to pay brokerage/consultation fee.
- 14.** The built up area 1058sqft, as mentioned in price bid, will be considered for basis of calculation of license fee. In case bidder put a claim that measured area is different than that mentioned in NIT 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

SECTION IV
DECLARATION

To,
The Deputy General Manager,
ROD, BHEL, Vadodara

Sub: Submission of NIT for Licensing out built up space 1058 sqft, Office No. 3, 2nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara.

NIT No:-BHEL/ROD/Vadodara/Premises/01 Dated:09.07.2024

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/Vadodara/Premises/01 Dated:09.07.2024

To,
The Deputy General Manager,
ROD, BHEL, Vadodara

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. 5 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 FOR ATTENDING BID OPENING

(To reach before bid opening)

To,
The Deputy General Manager,
ROD BHEL Vadodara

Subject: Authorisation for attending bid opening on _____(date) reference
to **NIT No:-BHEL/ROD/Vadodara/Premises/01 Dated:09.07.2024**

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

Order of Preference Name Specimen Signatures

1.

2.

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**NIT No:-BHEL/ROD/Vadodara/Premises/01****Dated:09.07.2024**DETAILS OF LOCATIONS AVAILABLE IN BHEL PREMISES at Vadodara of Gujarat State

Sl. No	Name of the city/Town/Village	Name of the Building with complete Address	Area available for Licensing	Locational features
1	Vadodara	Regional Operations Division, BHEL, Office No. 3, 2 nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara	(built up area 1058 sqft)	Located in business hub of Vadodara, In vicinity of Railway Station and commercial offices, Very good connectivity

Remarks**1. Additional attributes for vacant space**

Floor no 2 of 8,

Super built up 1267 Sq. Ft. (Built up area a 1058 Sq. Ft.)

Number of Car Parking per floor =3

Number of lift to access floor: 5 passenger, 1 luggage,

#There is common security in Offtel Tower Association

Number of wash room: 1

Number of pantry :1

2. Locational Feature

Located in business hub of Vadodara,

In vicinity of Railway Station and commercial offices,

Very good connectivity

3. Premises is to be give on license basis “as it where basis”. Successful bidder may modify the interiors work stations/cabin as per their need after consent of BHEL. It is to ensure that no structural damage is caused to floor, slab, wall, columns of building.

SECTION –VIII

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

NIT No:-BHEL/ROD/Vadodara/Premises/01 Dated:09.07.2024

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:-----

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,
The Deputy General Manager,
ROD, BHEL, Vadodara

With reference to the **Ref: NIT: _____** 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:

Col 1	Col 2	Col 3	Col 4	Col 5	Col 6	Col 7
Sl. No	Location & Address	Total Area	Monthly License fee per SQFT of Built up Area excluding applicable taxes and O&M charges (In Rupees)	Total monthly License fee (In Rupees)	The period, for which bidder is agreeable for taking the premises on licensing basis.	Likely usage of the licensed space
1	Regional Operations Division, BHEL, Office No. 3, 2 nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara	(built up area 1058 sq. ft.)		In figure: In words:		

Yours Faithfully

Signature of the Authorised Signatory of the Bidder with Seal

- i. Minimum lock-in period is 3 year. If bidder quotes less than 3 years in Col 6, the bid will not be considered. Bidder must quote 3 or more year. Maximum period of initial licensing agreement is 10 year for Private Organization and 20 years for Government Organization.
- ii. Amount to be mentioned clearly in Indian form of international numerals.
- iii. No corrections/alterations are permitted while mentioning the amount.

- iv. The built up area 1058sqft will be considered for basis of calculation of license fee.
- v. Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.
- vi. The rate quoted by bidder is exclusive of Electricity charges, Common Out going charges, repair and maintenance charges which will be passed on to bidder on back to back basis as per actual charges by Offtel Tower Association.
- vii. There would be 5% annual increment in rate quoted above.

Illustration:

Suppose, bidder quote say Rs. 10 in Col 4,

Then Total monthly License fee (In Rupees) in Col 5 would work out to be : $1058 \times 10 = 10580$,

Total yearly License fee (In Rupees) would work out to be : $10580 \times 12 = 126960$

S No	Year	yearly License fee (In Rupees)	Remark
1	1st year	126960	
2	2nd year	133308	With 5% increase of previous year i.e. year 1
3	3rd year	139973	With 5% increase of previous year i.e. year 2
4	4th year	146972	With 5% increase of previous year i.e. year 3
5	5th year	154321	With 5% increase of previous year i.e. year 4
6	6th year	162037	With 5% increase of previous year i.e. year 5
7	7th year	170139	With 5% increase of previous year i.e. year 6
8	8th year	178646	With 5% increase of previous year i.e. year 7
9	9th year	187578	With 5% increase of previous year i.e. year 8
10	10th year	196957	With 5% increase of previous year i.e. year 9

STANDARD LICENSE AGREEMENT (SLA)

AN LICENSE AGREEMENT MADE AT VADODARA 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 Office No. 3, 2nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara 390005 and bearing Revenue Survey no. 513/A, and City Survey No. 1754 of the Vadodara Kasba, (hereinafter referred as “the said Premises”). 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 and requested to take on License the Office No. 3, 2nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara 390005 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 NIT No. _____ dt ____ for Licensing out of built-up area (1058 sqft, Office No. 3, 2nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara 390005) on Licensing basis.

Based upon the evaluation of NIT, Licensee has been short listed for Licensing out of built-up area (1058 sqft, Office No. 3, 2nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara 390005) 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 “**Office No. 3, 2nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri Vadodara 390005**” 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 3 year. It can be maximum of 10 or 20 years for private or government entities/societies/trust respectively, with permissible further extension of 5 yrs, with 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 as stipulated in para 4 is payable in advance before 10th of every month 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 annual revision, effective from the date of completion of possession.
6. At present, Common Out going charge of Offtel Tower Association is Rs. 2.00 per SQFT (Super built up i.e. 1267 sq ft) per month and Repair-Maintenance (which include Water & Sewerage charges as well) as per actual. It will be borne by bidder in addition to rate quoted in Section X. In case of any change in above rate by Offtel Tower Association, same will be passed on to the bidder accordingly.

Electricity charge, as per actual, will be borne by bidder

Out of the total Municipal Taxes of Rs. 29619.00 per annum, Property Tax of Rs. 13546.00 per annum shall be borne by the licensor and remaining charges which are Education Cess (at present, Rs. 4064.00 per annum), Water Charge (at present Rs. 5418.00 per annum), Conservancy & Sewerage Charge (at present Rs. 4741.00 per annum), Sp. Sanitary/ Safai Charge (at present Rs. 1800 per annum) and Environment Improvement Charge (at present Rs. 50.00 per annum) shall be borne by the licensee. In case of any change in above rate by Vadodara Municipal Corporation, same shall be passed on to the bidder accordingly.

7. Security arrangement of the premises under possession of the Licensee shall be the responsibility of Licensee. Licensor (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 Licensor with the fittings and fixtures etc. in good condition, all alterations made with due permission of Licensor 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 Licenser shall have right to adjust from security deposit, as decided by licenser, 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 Licenser shall be final and binding on the licensee. If he is aggrieved with decision of Licenser 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 Licenser.
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 Licenser.
12. That the Municipal Tax (except Property/House Tax) or other local tax levied by local authority and water charges are be 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 Licenser is 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 Licenser 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 Licenser shall not be liable to pay any compensation for the same.
13. The Licensee fee is exclusive of Electricity, Common Out going, repair and maintenance (which include water charges as well), which will be on back to back basis as per actual charges by Offtel Tower Association.
14. 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.
15. 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.
16. That the Licensee shall allow the Licenser or his authorized representative to enter the said premises at the reasonable hours or when necessary for inspection/repair etc.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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
23. The Licensee agrees that in the event any notice is received by the Licensor and/or the Licensee from VUDA / VMC 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.
24. 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.
25. 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.

26. The Licenser 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 32.

27. 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 licenser.

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 32 below

28. The licenser has the right to recover any amount due from licensee from the security deposit available with licenser and the decision of licenser will be final and binding on the licensee.
29. Any notice to be made or given to the Licenser 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 Licenser 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 Licenser 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.
30. 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 Vadodara (*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 licenser or occupied by Licensee. Other terms shall also continue to apply.”
31. 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.
32. 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 except in cases already covered by clause 29. 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.
33. 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/Licensors 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.
34. 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 Licensors, the Licensors 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.
35. 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 Licensors. In event of default being committed, the Licensee undertakes to exclusively own such liability & responsibility & shall keep the Licensors fully indemnified in respect of such liability
36. That the Licensors 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.
37. 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.
38. The Premises will not be licensed for running of liquor business/illegal activities.

39. 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.

40. 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 about built up area of 1058 sqft, Office No. 3, 2nd Floor, Offtel Tower No. 2, Stop N Shop Plaza, RC Dutt Road, Alkapuri in the city of Vadodara 390005 situated on plot/ land known as Plot of M/s. Stop N Shop Plaza and situated at Alkapuri within the City of Vadodara and Registration Sub-district of Vadodara and district of Vadodara City and bounded as follows that is to say on or towards the North R C Dutt road and on or towards the South Stop and Shop open Plaza and on or towards the East Office Unit No. 2 and on or towards the West access road to Parking area and the office is registered in the books of the Registrar Office of Vadodara and bears Revenue Survey No. 513/A and City Survey No. 1754 of the Vadodara Kasba Division.

Coordinates of property: 22.30984004180389, 73.17810971979554

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

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

Date:

Place:

Witnesses:

1.
 2.

1.
 2.