

**BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET- 632406**

ESTATE DEPARTMENT

TENDER NOTICE

Tenders are invited for allotment of one shop in BHEL Township, Ranipet- 632406 on license basis for a period of five years- **Reserved for Scheduled Caste Community only**

- Last date for obtaining application **[13.03.2023] up to 03.00 PM**
- Last date for submission of filled in application **[15.03.2023] up to 03.00 PM**
- Date of opening Tender (Part-A Techno Commercial Bid) **[15.03.2023] at 03.30 PM**

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The blank Tender application form can be obtained from the Office of Estate Officer, BHEL, Ranipet-632406 or can be downloaded from BHEL website <http://www.bhel.com> or central public procurement portals www.eprocure.gov.in . For further details, please contact.

ESTATE OFFICE,
HRM Department, Administrative Building
BHEL/BAP,
RANIPET - 632406.

PHONE NO. 04172-284362

Date:

Signature of the Tenderer with Seal

Tender Notice for Allotment of Shop at BHEL Township, Ranipet
Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2023 dated: 18.02.2023

BOILER AUXILIARIES PLANT: RANIPET – 632 406
HRM: ESTATE DEPARTMENT
TENDER NOTICE- PART-A (TECNO COMMERCIAL BID)
PART-A: Section- I

Sealed Tenders in two part i.e PART-A (Technical cum Commercial Bid) and PART-B (Price Bid) are invited by the Estate Officer for Licensing of shop premise as listed in Annexure-I situated in the company's township subject to the terms and conditions of Shop Allotment Policy of Bharat Heavy Electricals Limited, Ranipet – 632 406. **The bid is not an e-bid and is a paper based price bid. Therefore, bidders are requested to quote their best bids at the first instance itself.**

DETAILS AS FOLLOWS

1. Place : **Shop No.12 Shopping Complex BAP Ranipet Township. (Reserved for Scheduled Caste Community only)**
2. **Type of Space** : Built up area covered with RCC roof.
3. **Type of Business: (General Business)** The tenderer may run any of the following business(es) which are not banned or not identified for any particular shop. The list is indicative and not exhaustive. Details of General Business are listed as follows.

Sl No.	Business
01.	Departmental Stores
02.	Electronic Shop
03.	Consumer Durable Shop
04.	Garment & Cloth Shop
05.	Stationary / Book / Magazine Shop
06.	Tuition Centre and Similar Business
07.	Tailor
08.	Mobile and Accessories Shop
09.	Courier Shop
10.	Restaurant & Refreshment Shop
11.	Shoe Shop
12.	And Similar Trades & Vocations

The tenderer shall mention the name of business(es) in his bid which he intends to do in that particular shop.

4. **License Fee** : **License Fee shall be fixed by Tender.** Minimum Reserve License Fee per month is indicated in the **ANNEXURE-I. The final License Fee shall be fixed based on valid bids subject to the terms and conditions mentioned hereinafter.** License Fee together with allied charges (Water Charge, Conservancy Charges, applicable GST, Cess wherever applicable) shall be payable every month in advance at the beginning of the month. The initial License Agreement will be made only for a maximum period of five years with the successful tenderer. During the currency of the agreement, the License Fees shall stand enhanced on each yearly anniversary of agreement @5% which shall be rounded off to the next higher ten rupees.

5. **Taxes & Duties:** As applicable from time to time and notified by government.

6. **EB charges:** EB charges have to be borne by the successful tenderer and should remit on their own as per meter reading. Any increase in rate, including any additional security deposit demanded by TNEB, will have to be borne by the occupant.

7. **Earnest Money Deposit (EMD):** EMD amount for that particular shop shall be submitted by the tenderer along with the PART-A (Technical cum Commercial Bid) of the tender document **without which the tender will be rejected summarily.** The EMD amount for shop and the form of EMD deposit is furnished in ANNEXURE-I. **Tenders received without Earnest Money Deposit shall be summarily rejected. Cheques will not be accepted.** Earnest money deposit of unsuccessful tenderers shall be refunded through Electronic Fund Transfer/RTGS transfer, after the expiry of the validity period of the Tender. Duly filled EFT Form to be submitted by all tenderers. Format attached as **Annexure – VII.** In the case of successful tenderer, earnest money deposit will be adjusted towards the Security Deposit. It may be forfeited in case the successful tenderer refuses to accept the award of License or fails to complete the required formalities and occupy the premises within the specified and permitted time and delay in starting the actual operation beyond the permitted time under the License.

Date:

Signature of the Tenderer with Seal

8. **Reservation for Schedule Caste:** As per company policy, Shop Number – 12 for which this tender is being floated is reserved for Schedule Caste category. Tenderers belonging to this community are alone eligible to submit their offer for this particular shop. Bids of tenderers belonging to any other community shall be summarily rejected.
9. **Qualification Requirement:**
- a. The tenderer should not have been convicted under court of law nor should have any criminal case pending against him. The tenderer shall declare the same in Annexure-III
 - b. The tenderer should not have been black listed by Central/State government or Public Sector establishments or by public sector banks. The tenderer shall declare the same in Annexure-III.
 - c. Self-attested copy of Aadhar Card and any one of the following (Ration Card or Voter Identity card or PAN card) shall be submitted as proof of Identity and Address. Besides self-certification, AFFIDAVIT as per Annexure –III on antecedents of the tenderer shall be submitted in original. In the event of any shop is allotted to the tenderer, the details of the allottee will be forwarded to the Police for verification and in case the affirmation of the allottee is found false at a later stage, immediate action will be taken for eviction and the allotment would be terminated forth with.
 - d. Self-attested copy of valid community certificate issued by appropriate authority shall be submitted without which the tender will be summarily rejected.
 - e. A bidder already in possession of less than three concurrent licenses for shops in BHEL/BAP/Ranipet Township can also apply. However, in no case more than three concurrent licenses for shops will be allotted. If a bidder is in possession of three licenses on the close date of submission of tender, his/her bid will be summarily rejected.
 - f. A bidder shall not submit more than one bid. Submission of more than one bid by the same bidder shall lead to rejection of the offer and disqualification of all bids submitted by the bidder. Therefore, bidders in their own interest are requested to submit one bid only.
 - g. A bidder shall not have conflict of interest with other bidders. The bidders found to have conflict of interest shall be disqualified as per the policy of BHEL. A bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
 - (i) They have controlling partner(s) in common.
 - (ii) They receive/have received direct/indirect subsidy/Financial help from any of them.
 - (iii) They have the same legal representative/agent for purpose of this bid
 - (iv) They have relationship with each other, directly or through common third parties.
10. **Evaluation of PRICE BID (Tender Part-B):**
- a) Bidders who qualify Part-A (Technical cum Commercial Bid) will only be considered for Part-B.
 - b) Shop will be allotted to the bidder who quotes highest License Fee for that particular shop. Offers of the Technical cum Commercially qualified bidders will be ranked in the order of highest License Fee quoted to the lowest (ie H1, H2, H3....). The successful bidder will be selected, based on the highest rate of License Fee offered (H1). However, the decision of Township Tender cum Allotment Committee for the nature of business shall be final for that particular shop.
 - c) Incase more than one bidder quote the same highest License Fee (H1), then snap bid asking for fresh quotes from H1 bidders will be resorted to and the shop will be allotted to the bidder who quotes highest revised license Fee quote.
11. **Period of Allotment:** Initially 5 years from the date of allotment. Renewal after 5 years may be considered as per the terms and conditions agreeable to both the parties, limited to Two times for a maximum period of 5 years each. **At the time of renewal, the balance of interest free revised Security Deposit based on 12 months revised license fee shall be deposited towards Security Deposit. The cumulative security deposit will be returned without interest after the License period is over and surrender of the building by the occupant subject to full settlement of dues payable to company.**
12. Tenderer, in his own interest, is suggested to inspect the proposed premise(s) before submitting tender. The tenderer shall not later raise disputes on this account.
13. The Public Premises (Eviction of unauthorized occupants) Act, 1971 will be applicable to all allotments in our Township
14. Estate Officer reserves the right to accept or reject any or all tenders without assigning any reasons therefor.

Date:

Signature of the Tenderer with Seal

Tender Notice for Allotment of Shop at BHEL Township, Ranipet
Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2023 dated: 18.02.2023

15. Estate Officer reserves the right to extend, reschedule or cancel the tender process at any time, before allotment, without assigning any reason, with intimation to bidders.
16. This is only an invitation for receipt of tenders and there is no commitment on the part of BHEL for allotment.
17. The tender application, complete in all respects to be submitted in a sealed cover with inscription on the top left side **“Tender for Shop Number-12 for (Business(es) Name)”** and drop it in the sealed tender box placed in the office of Estate Officer by the stipulated date and time. The management shall not be responsible for any loss or delay in receipt of the tender by post.
18. Successful Tenderer shall complete all formalities within 15 days’ time including deposit of security deposit and execution of License Deed prescribed by BHEL and shall start his business within 30 days from the date of allotment of building.
19. The blank Tender application form can be obtained from the office of Estate Officer, BHEL, Ranipet-632406 or can be downloaded from BHEL website or central public procurement portals as mentioned in Page 1 and NIT publication.
20. Sealed bids shall be submitted in the manner as mentioned below:
- a) First sealed Envelope super scribed as "PART-A (Techno Commercial Bid) – Tender for Shop Number-12 for _____ (Business(es) Name), Ref: BHEL:BAP:HR:ESTATE:SA 2023 Dated 18.02.2023", shall contain full set of all the above tender documents from page 1 to 14 except PART-B duly filled-in and documents in support of pre-qualification with signature on all pages but without any mention of rates & prices. First envelope shall also contain "EARNEST MONEY DEPOST (EMD) in any of the form as mentioned in Part –A Section –III Annexure-I.
- b) Second sealed Envelope super scribed as "PART-B (Price Bid) - Tender for “Shop Number-12 for _____ (Business(es) Name), Ref: BHEL:BAP:HR:ESTATE:SA 2023 Dated 18.02.2023", shall contain prices filled in the Price Bid format (Page 15) with signature and no other additional papers to be enclosed therein.
- c) Both the above envelopes should be kept in another cover, sealed and superscribed as "Tender for Shop Number-12 for _____ (Business(es) Name), Ref: BHEL:BAP:HR:ESTATE:SA 2023 Dated 18.02.2023" addressed to "ESTATE OFFICER, HRM Department, BHEL/BAP, Ranipet, Tamil Nadu- 632 406" and shall be submitted to his office till 03.00 PM of 15.03.2023. Offers which are incomplete or received late are liable for rejection.
21. The PART-A (Techno Commercial Bids) bids will be opened on the same day at 03.30 pm in presence of the tenderers or their authorized representatives. After ascertaining the techno-commercially suitability of the offers, the price bids of techno-commercially acceptable bidders will be opened on a specified date which will be communicated to the bidders for participation to witness the same.
22. Acceptance of the bid will be intimated to successful bidder through a Letter of Intent (LOI) and this letter will be treated as authorization for allotment of shop on license basis. The bidder shall sign the said copy of LOI and send to BHEL/BAP, Ranipet within fifteen days (15) from the date of receipt of the same. In the event of failure on the part of the bidder to sign and return the LOI within the specified time, BHEL shall have the right to black list the tenderer in line with extant BHEL policy. The decision of BHEL is final and binding on this matter.
23. **Discrepancy in “words” & “Figures”**
The License Fee quoted in the tender shall be in figure as well as in words. If there is a discrepancy between words and figures, the amount in words shall prevail.
- a) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be rejected.

Date:

Signature of the Tenderer with Seal

Tender Notice for Allotment of Shop at BHEL Township, Ranipet
Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2023 dated: 18.02.2023

PART-A : Section- II
TERMS & CONDITIONS

1.	<u>Term, Effective Date etc.</u>
1.1	The License granted under this allotment shall become effective from the date of execution of this Agreement.
1.2	The tenure of the license commencing from the Effective Date, shall be for a total period of five years (60 months).
1.3	The Licensee shall be allowed occupation of the premises only after submitting the security deposit for due observance of the terms and conditions of the license for an amount equivalent to 12 (twelve) months licensee fee in the form of demand draft/banker's cheque.
1.4	The Earnest Money Deposit of the Licensee, if any, submitted along with the bid shall be adjusted towards the security deposit to be paid.
1.5	The Security Deposit will be refunded without interest only after the Licensee vacates the premises and hands over physical and unencumbered possession of the Premises to the Company on termination or expiry of the License after deducting therefrom any sum that may be found due from the Licensee.
1.6	In the event of non-observance of any of the terms and conditions of this license the said Security Deposit shall be forfeited in whole or in part at the discretion of the COMPANY.
1.7	Subject to the Licensee not being in default of any of its obligations under this Agreement and prior mutual agreement being reached between the Parties in this behalf as to the terms and conditions, the license may be renewed further.
2.0	<u>Types of Business:</u>
2.1	From time to time, the Company shall notify lists of banned business(es). Businesses notified as banned businesses (Annexure-II) shall not be carried on from the Premises. Also, the tenderer shall not quote or carry on business(es) which are not permitted in particular shop(s) (Annexure-I). The tender(s) of bidder(s) who quote to conduct or carry on banned/not permitted business(es) as above will be summarily rejected.
2.2	The Licensee hereby agrees and undertakes that it shall not conduct or carry out any business from the Premises which is notified as a Banned Business/not permitted by the Company.
2.3	For General Business - The Licensee to whom the premises have been allotted for General Business may change over to one or more business(es) without need for further permission from the Company subject to clause nos. 2.1 and 2.2. Further, in case the Licensee switching over Business no change/relaxation in license fee payable will be allowed for such change of business.
3.0	<u>License Fee etc.</u>
3.1	License Fee shall be fixed based on evaluation of the Tenders.
3.2	The License Fee for the first month shall be paid as on the day of signing of this Agreement
3.3	For each subsequent month during of this Agreement the License fee shall be paid on the first day of each calendar month in advance without any demur or reservations and without insisting for a written demand being raised by the Company in this regard.
3.4	During the currency of this Agreement, the License Fee fixed through tender as mentioned in clause 3.1 shall stand enhanced on each yearly anniversary of this Agreement @5% which shall be rounded off to the next higher ten Rupees.
3.5	The Licensee shall pay the enhanced License Fee during the said year in the same manner as stipulated in clause 3.3. Same procedure shall be followed in subsequent years also during the currency of this Agreement.
3.6	The due and prompt payment of the License Fee in the manner stipulated herein above shall be of essence of this Agreement and the Licensee understands that any failure to make the due payment by the stipulated time shall amount to a fundamental breach of its/his obligations under this Agreement.
3.7	The Company shall issue to the Licensee the receipt acknowledging the realization of the License Fee within a period of 7 days from the date of realization thereof.
4.0	<u>Vacation of the Premises for Need of the company:</u>
4.1	If at any time during the period when the Licensee is in occupation of the Premises, the Company needs the said Premises, the Company can call upon the licensee from one Premise another similar Premise in any available location, similar to the extent possible to the present location and the Licensee shall thereupon vacate and shift to such premise within the period stipulated in this behalf by the Company at his own expense. If no such alternative shop is available the Company shall terminate the license by giving one month notice.
5.0	<u>Nature of License and Prohibition on Transfer/ Assignment of License:</u>
5.1	That the LICENSEE of the said premises shall, during the currency of the term of the Agreement, have only a permissive right to use the said premises for the purpose provided in the Agreement, arising by the permission granted by the Company. Nothing herein contained shall be construed to create a tenancy or exclusive right in favor of LICENSEE to the Licensed premises and his rights are only those of a bare licensee.
5.2	That the LICENSEE shall not in any manner assign or transfer the license to any person nor shall the Licensee sublicense the said premises or part with any privilege granted herein to any other person what-so-ever or in any manner. The Licensee shall use the premises solely for the purpose defined herein for which he has been granted this License, in the event of violation of this condition the Licensor may, without prejudice to any other action which he may be entitled to take, terminate this License forthwith.

Date:

Signature of the Tenderer with Seal

Tender Notice for Allotment of Shop at BHEL Township, Ranipet
Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2023 dated: 18.02.2023

PART-A : Section- II

6.0	<u>Compliance of Laws</u>
6.1	That during the period when the LICENSEE remains in occupation of the Licensed premises, the LICENSEE shall abide by the provisions of all applicable central or state laws and rules or regulations framed thereunder applicable to his trade or his use of the licensed premises and shall bear all costs towards compliance of the said provisions on his own account. Without prejudice to the generality of the foregoing, in particular, the LICENSEE shall comply with the provisions of the Employment of Children Act, 1938, Shops and Commercial Establishment Act of the State etc.
6.2	The LICENSEE also shall obtain at his own cost and expense all licenses, permissions, permits or clearances from the concerned authorities as necessary for use of the licensed premises by the Licensee or for carrying out the trade from the said premises.
6.3	The LICENSEE also shall comply with at his own cost any regulation, direction or order of any regulatory or statutory authority or judicial or quasi- judicial body or local authority with regard to the use of the licensed premises by the Licensee or the trade carried out there from during the period he is or remains in occupation of the licensed premises.
6.4	That the LICENSEE shall pay all taxes, levies, cess, fees or charges of whatsoever description, with all enhancements in relation to the said occupation or use of the licensed premises and / or the trade carried on in and from the said premises as is to be paid or assessed by the authorities concerned during the period when the licensee remains in occupation of the licensed premises.
6.5	The Licensee understands and shall agree that the premises allotted may be inspected from time to time by officials of the concerned statutory or local or regulatory authorities Agencies and that any observation, order passed consequent upon such inspection shall be complied with by the Licensee at his own cost and expense.
6.6	The fine or other penalty of whatsoever description, imposed by the concerned authority in respect of any violation or the non-compliance of any applicable provision shall be paid by the Licensee.
6.7	The LICENSEE shall keep the Licensor/Company harmless and hold it indemnified on account of any loss or damages sustained or expenses or costs incurred by the Licensor in order to defend any proceeding brought against it or on account of use of the licensed premises by the Licensee or to ensure compliance of the central and the state laws, rules, regulations made thereunder or regulations, directions or orders of any regulatory or statutory authority or judicial or quasi-judicial body or local authority as applicable to the trade of the licensee or to the use of the licensed premises by the Licensee.
6.8	The Licensee shall, without demur or reservations, forthwith pay in full, the sum of money as demanded by the Licensor in terms of clause 6.7 .
7.0	Risk and Liabilities of Licensee:
7.1	That the Licensee shall solely bear all risks and liabilities whatsoever, and meet all debts or arrears in respect of the trade carried on by the Licensee in or from the licensed premises and the COMPANY shall not be liable for any such risks nor for any debts, arrears, or other levies statutory or otherwise, arising out of any of the acts, omissions or deeds of the LICENSEE.
8.0	Extent of Licensed Premises:
8.1	The license granted by the License Agreement, is only as respects the area enclosed by the walls and the door of the licensed premises. Any open area or the front, back or side verandah (if any) abutting the licensed premises are meant only for the use as common passage by the customers, visitors etc and is not a part of the Licensed premises itself. Such open area or verandah must on NO account be used for any purpose, by the licensee as a part of the licensed premises including but not limited to for exhibiting articles for sale. The verandah(s) must be left absolutely unoccupied. Any occupation of the any open area or the front, back or side verandah (if any), shall constitute unauthorized occupation and the LICENSEE shall be liable for any consequential action.
8.2	The LICENSEE shall not encroach or occupy on any vacant land without prior permission of the Company in writing and shall restrict his use to the premises licensed to him. Any encroachment under this clause or the preceding clause without the prior permission from the Company would be construed as unauthorized occupation / trespass in breach of this agreement, irrespective of the time.
9.0	<u>Payment of Electricity and Water Charges, Conservancy Charges etc. and Powers of Company in the event of Default of Payment:</u>
9.1	That the LICENSEE shall during the period when it remains in occupation of the licensed premises, it shall pay in full, without demur or any reservations, all, electricity and water consumption charges, as demanded from it in respect of the licensed premises. Such charges, shall be payable on actuals (as intimated to the licensee by the Company) if the connection is from the concerned utility. In case the connection is not from the concerned utility, then the charges shall be payable as determined by the Company in accordance with the rates fixed by the COMPANY in this behalf from time to time. The LICENSEE shall also pay Professional Tax if any imposed by the concerned authorities.
9.2	The LICENSEE further shall bear all necessary conservancy charges and bills for such charges preferred by the COMPANY shall be payable by the LICENSEE within seven days from the date of presentation of the bill failing which 1.5% interest per month will be levied and recoverable from the Security Deposit.
9.3	The Licensee shall pay all bills for electricity/water supply etc., within 7 calendar days from the date of presentation of the bill(s). In the event of default in making the payment of the bill(s), the supply of the service may be disconnected or discontinued by the Company, without any further notice and without prejudice to the Company's right to terminate the agreement.

Date:

Signature of the Tenderer with Seal

Tender Notice for Allotment of Shop at BHEL Township, Ranipet
Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2023 dated: 18.02.2023

PART-A : Section- II

9.4	However the COMPANY shall restore the service(s) immediately after the payment of dues as per clause 9.1 and reconnection charges as fixed by the COMPANY from time to time for each service including recovery on default of payment from the licensee as per clause 9.5 , have been fully paid.
9.5	The recovery of penalty on default payment from the licensee will be minimum of Rs. 100/- p.m. or 1.5% interest per month on outstanding dues, whichever is higher.
10.0	<u>Maintenance of Licensed Premises:</u>
10.1	The Licensee shall maintain the interior and the exterior of the licensed premises in good tenable repair at all times during his occupation of the same at his own cost and expenses. However, on account of such expenses and costs, the Licensee shall not be entitled to claim any rebate in the Licensee Fee reserved hereby or for extension of the tenure of the License.
10.2	The Licensee shall always keep the Licensed Premises maintained in neat, clean and hygienic condition to the satisfaction of the COMPANY.
10.3	The Engineer-in-charge of maintenance, or any other authorized representative of the COMPANY shall at all times during the working hours, have free access to every part of the premises allotted to the LICENSEE for the purpose of inspection and also to carry out the necessary repairs and other annual maintenance works.
10.4	That the LICENSEE shall not carry out any additions/alteration of permanent nature, except minor repairs and interiors of temporary nature. No structural change will be permitted.
10.5	That the LICENSEE shall make good any damage caused to the said premises at his own expenses (normal wear and tear being excepted). The decision of the COMPANY or any officer authorized on its behalf shall be final and binding on the LICENSEE.
10.6	The Licensee shall always keep the Licensed Premises maintained in neat, clean and hygienic condition to the satisfaction of the COMPANY.
10.7	The Licensee shall not be entitled to claim any compensation for direct or indirect losses arising out of such handing over of occupation of the premises to the Company. However, the original term of the License Agreement shall be correspondingly increased by the duration for which the Licensee remains out of occupation and use of the premises owing to such repairs being carried out.
10.8	In the event, the occupation of the Licensed Premises cannot be restored to the Licensee within a period of six months after carrying out the repairs, the Licensee may terminate the License Agreement by serving the one month notice.
11.0	<u>Removal of Objectionable/Undesirable Persons from the Premises:</u>
11.1	The LICENSEE should normally be available in the premises to run the business.
11.2	The LICENSEE agrees to forthwith remove any of his employee or associates from the licensed premises, whose continued presence at the aforesaid premises is considered by the COMPANY as undesirable for medical, security or any other reasons which the COMPANY will not be obliged or forced to disclose. The order of the ESTATE OFFICER of the Company in this behalf shall be final and binding.
12.0	<u>Non-interference by the Licensee with Pipelines etc.</u>
12.1	The LICENSEE shall not interfere or damage with the pipelines, gas pipe lines, water pipe lines, Sewerage lines, Telegraph lines, Telephone, other Cable lines and the Electric lines passing over or under ground of the premises so allotted to him.
13.0	<u>Remedies for Breach and Termination of License:</u>
	Suggested breach(es) for imposing penalty under this clause are those which are minor in nature and do not call for immediate termination of license agreement, e.g. obstructing pathway by keeping materials/goods, extending shop in verandah etc.
13.1	Except in so far as is specifically provided, in case of breach or non-observance of the terms and conditions of this agreement by the LICENSEE or employees / agent, the COMPANY may, without prejudice to its right to terminate/revoke the License granted under this Agreement on that account, take one or more of the following actions against the LICENSEE, a) Impose penalty for a sum of Rs.500/- per day during which the violation or non-compliance of any provision of this Agreement continues. In the event, the Licensee is found to be habitually violating the provisions of the Agreement, then the penalty shall be calculated at a rate of Rs. 1000/- per day during which the violation or non-compliance continues. The decision of the Company in this behalf shall be final and the amount as adjudged by the Company would, unless paid in full within 7 calendar days from the date of raising of the demand, be deducted, from the Security Deposit of the Licensee. b) Forfeit the security deposit in whole or in part to make good any loss caused to the Company or to the Licensed Premises. c) Suspend the use of the licensed premises by the Licensee for a period not more than 90 (Ninety) days in respect of each such violation or non- compliance.
13.2	Notwithstanding anything to the contrary contained, the Agreement may be terminated at any time by either party by giving one month notice in writing to the other Party without assigning any reason.
13.3	The shop will be allotted on "As-Is-Where-Is" basis. The allottee will not be paid any compensation, damages towards dismantling, removal of any infrastructure, temporary structures, interiors etc., which he/she may have done for running trade/ business during the license period, at the time of expiry/ termination of license /vacation of premises on account of any reason whatsoever.

Date:

Signature of the Tenderer with Seal

Tender Notice for Allotment of Shop at BHEL Township, Ranipet
Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2023 dated: 18.02.2023

PART-A : Section- II

13.4	On termination of the License as per clause 13.2, the LICENSEE binds himself to remove all his properties from the said premises and shall handover the vacant premises to the COMPANY, repair all damages within the period of the notice for termination / vacation.
13.5	The construction/ structure if any, erected by the LICENSEE shall be removed at his own cost and the premises would be restored as it was handed over. If the COMPANY wants that such structures should not be removed, but be retained in the premises, then the value of such construction / structure shall be determined by the Company which shall be final and paid to the licensee within a reasonable period.
13.6	In case of termination of the License in any manner, the LICENSEE shall not be entitled to claim any compensation from the Company or seek recovery of investments or an alternate premise.
13.7	In the event of insolvency or death or conviction in a court of law for an offence involving moral turpitude of the LICENSEE, the license shall be cancelled forthwith.
13.8	That the vacation of the premises on expiry of the license period is essence of the Contract failing which the Company will be entitled to claim penal charges for unauthorized occupation @ 200% of the License fee but in no case less than Rs 1000/- per day. This shall be in addition to the license fee payable herein.
14.0	Cost of Stamping and Execution:
14.1	That the LICENSEE shall bear the cost of stamping and execution of this agreement.
15.0	Any notice required to be served by the COMPANY upon the LICENSEE shall be deemed to be sufficiently served if signed by the officer authorized by the COMPANY and delivered, sent by Registered Post address to the LICENSEE at his last known place of business or at the said premises. Any notice to be served by the LICENSEE upon the COMPANY shall be deemed to be sufficiently given by him and delivered, if the same is properly addressed, and stamped and sent by Registered Post or hand delivered in the office of township administration of the Unit.
15.1	Without prejudice to any other right of the Company under this Agreement or applicable law, the company shall have the right to recover any money which in the sole opinion of the BHEL is due from the licensee from any money due to the licensee under this Agreement or any other contract or from the Security Deposit furnished by the Licensee under this Agreement or any other agreement.
16.0	Arbitration:
16.1	Any dispute or difference between the Parties arising out of or connected with the present agreement, except in so far as the same is covered by the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 or any other statutory enactments or modifications thereof as may be in force from, time to time, shall be referred to arbitration by a Sole Arbitrator. The Sole Arbitrator shall be appointed by the Head of the Unit of the Company. The proceedings of such arbitration shall be conducted in English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof as applicable from time to time. The seat of such arbitration shall be at Ranipet. Subject to clause 17 herein below, the decision of the Sole Arbitrator shall be final and binding on both the Parties.
17.0	Governing Law: Subject to the provisions of clause 16 herein above, any dispute between the Parties shall be subject to jurisdiction of Courts at Ranipet.

Date:

Signature of the Tenderer with Seal

Tender Notice for Allotment of Shop at BHEL Township, Ranipet
Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2023 dated: 18.02.2023

PART-A : Section- III
ANNEXURE I

Bid is invited for the following shop located at the Shopping Complex, BHEL Township, Ranipet- 632406.

Sl.No	Shop Number	Area in Sq.ft	Minimum Reserve License Fee Per Month Rs.	Earnest Money Deposit (EMD) Rs.	Businesses not permitted apart from banned businesses listed in Annexure-II	Category eligible to quote
1	12	155.43	4300.00	12,900.00	The list of banned business is listed in ANNEXURE-II. Additionally, sale of raw meat and dry /wet grinding services of food items is not permitted for this particular shop.	Reserved for Scheduled Caste (SC) only.

Earnest Money Deposit (EMD) amount of Rs. 12,900/- (Rupees Twelve Thousand and Nine Hundred Only), must accompany the tender in the form of **Demand Draft/ Fixed Deposit Receipt(FDR) issued by scheduled banks (OR) Public Financial Institutions / Pay on line (SBI Collect) / Deposit in BHEL Account.**

Demand Draft (DD) drawn from any nationalized bank in favour of "BHEL, Ranipet" payable at Ranipet (or) SBI, Mukundarayapuram (code 7013).

FDR issued by scheduled banks/ Public Financial Institutions as defined in the company's act. FDR should be in the name of the contractor, a/c BHEL.

Pay online (SBI Collect)

- i. Visit <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
- ii. Click "Proceed" button
- iii. Select "Tamilnadu" in the drop down menu under "State of Corporate/Institution".
- iv. Select "PSU-PUBLIC SECTOR UNDERTAKING" in the next drop down menu under "Type of Corporate/Institution"
- v. Click "Go" button
- vi. Select "BHEL BAP RANIPET" in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING".
- vii. Click "Submit" Button
- viii. Select "EMD" in the drop down menu under "Select Payment Category"
- ix. Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- x. Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

Bidders can pay EMD through online on below account:

NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT NO	10664849171
MICR CODE	632002003
IFSC CODE	SBIN0007013
SWIFT CODE	SBININBB450

After successful payment into the account of BHEL the EFT receipt is to be attached with tender documents.

Note: **EMD shall be submitted along with PART-A of the tender.**

Tenders received without Earnest Money Deposit / receipts shall be summarily rejected.

Date:

Signature of the Tenderer with Seal

ANNEXURE II

LIST OF BANNED BUSINESS:

List of business which are banned in BHEL Township, Ranipet. The offers of the bidders will be summarily rejected who quote to run any of the following business(es)

1. Liquor Shop
2. Casino
3. Night Clubs & Similar
4. Bars & Pubs
5. Dance Bars
6. Lotteries
7. Pawn Brokers & Chit funds
8. Pan & Gutkha
9. Any other Activities/ Businesses which are illegal under Criminal Law/ as per applicable statues.

Note: Incase, a business run by a licensee is subsequently notified as a Banned Business later, such licensee may at his/her option switch over to one or more permissible business after obtaining written consent from BHEL, Ranipet.

Date:

Signature of the Tenderer with Seal

PART-A : Section- III

ANNEXURE III (Model Affidavit Format)

[to be printed on stamp paper of appropriate value]

AFFIDAVIT OF Mr. / Ms. _____

I, _____ S/o _____ aged about ____ years (date of birth _____), _____
national and residing at _____ do hereby solemnly affirm and sincerely state as follows:

1. I state that I currently reside in the aforesaid premises within the jurisdiction of _____ police station.
2. I state that the names of my parents and spouse are as follows:
 - a. Father :
 - b. Mother :
 - c. Wife/Husband :
3. I state that I have not been black listed by Central/State government or Public Sector establishments or by public sector banks or any other governmental authorities or instrumentalities of state.
4. I state that I have never been arrested, kept under detention or prosecuted nor have I been fined by any court of law.
5. I have not been accused by any Governmental authority of engaging in any illegal or anti-national activity.
6. No warrant or summons for my appearance, and no warrant for my arrest, has been issued by a court under any law for the time being in force

I state that the above facts are true and correct to the best of my knowledge and belief.

Solemnly affirmed at _____ on this the
____ day of _____ 2023 and signed his
name in my presence.

Signature

Sign and Seal of the Notary

Date:

Signature of the Tenderer with Seal

PART-A : Section- III

ANNEXURE IV

CERTIFICATE

This is to certify that that Tender document is downloaded from the website <http://www.bhel.com> or <http://www.eprocure.gov.in> or physically collected from the office and has not been tampered.

If there is any discrepancy, the Tender document duly signed and approved by competent authority available with HR-ESTATE Department of BHEL, BAP, Ranipet shall be final.

Date:

Signature of the Tenderer

Place:

PART-A : Section- III

ANNEXURE V

Certificate of Acceptance

"Certified that I/we have read and understood all the terms and conditions of the Tender Notice No.BHEL:BAP:HR:ESTATE:SA 2023 Dated 18.02.2023 and that I/we do hereby unconditionally accept all the Terms and Conditions set out in the Tender Document including the penalty clauses therein.

Date:

Signature of the Tenderer with Seal

Tender Notice for Allotment of Shop at BHEL Township, Ranipet
Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2023 dated: 18.02.2023

PART-A : Section- III
ANNEXURE- VI

TENDER DETAILS

The bidder should fill in the following format. Incomplete filled in bid will be summarily rejected.

Sl.No	Particulars	To be filled by the bidder
1.	Name	
2.	Proof of Identity and Address. Self-attested photo copy of Aadhar Card and any one of the following should be furnished. 1. Ration Card 2. Voters Identity Card 3. PAN Card	
3.	Duly Notarized self-Certification Affidavit printed on stamp paper of appropriate value shall be submitted in original. The format is furnished in <u>Part-A: Section III, Annexure IV.</u>	
4.	Self-attested copy of valid community certificated should be attached.	
5.	Self-attested copy of PAN Card. PAN no. to be furnished. In case PAN is not available, the copy of the same shall be submitted within month of allotment.	
6.	Mention Name of business(es) for which the bidder submitted the offer	
7.	EMD. Furnish details of DD no., Amount, Bank Name and Date	
8.	Furnish whether you have already been allotted any shop in BHEL Township, Ranipet. If so, mention the shop number and name of the business.	
9.	Self-attested copy of Service Tax Registration No. In case not available, the copy of the same shall be submitted within month of allotment	

Date:

Signature of the Tenderer with Seal

Tender Notice for Allotment of Shop at BHEL Township, Ranipet
Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2023 dated: 18.02.2023

PART-A : Section- III
ANNEXURE- VII



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	
		PAN NO. <table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
02	VENDOR CODE (as in WORK ORDER)	<table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
C)	BANK BRANCH CODE:	<table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
D)	MICR CODE	<table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
E)	ACCOUNT NUMBER	<table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	<table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
I)	BANK BRANCH NEFT IFSC CODE	<table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
J)	VENDOR'S EMAIL ID (give two ids) <table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table> <table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>	
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
Signature Under Bank stamp)
Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

Date:

Signature of the Tenderer with Seal

PART-B
PRICE BID FOR SHOP NUMBER - 12

The bidders are required to fill in the following Price Bid along with quote Monthly License Fee for that particular shop.

Sl.No	Name of the Business(es)	Monthly License Fee. Quote in figure and words (Excluding applicable Tax). In Rs.P
1		

In addition to the Monthly license fees quoted, Taxes as applicable and notified by the government will be extra.

Note:

1. Presently One shop is only available for allotment.
2. Prevailing licensee who are not holding concurrent three license, subject to fulfilling tender conditions, are also eligible to apply.
3. Name of the business(es) intended to be carried out in that particular shop shall be mentioned.
4. Bidders are advised to fill in carefully without addition/deletion/correction. No addition / deletion / correction will be accepted.
5. Allotment of any shop will be made to bidder who quotes highest monthly License Fee for that particular shop.
6. Applicable Taxes will be extra and shall be borne by the bidder. The rate of Tax is subject to revision based on the notification issued by the Government from time to time.
7. The Part-B (Price Bid) shall be sealed in a separate cover as mentioned in point no. 20 (b) of PART-A : Section I.

Date:

Signature of the Tenderer with Seal