

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

NIT FOR RENTING OUT OF BUILT UP SPACE IN **SCHOOL BUILDING** OF BHEL CORPORATE  
R&D, VIKASNAGAR, HYDERABAD

**Issued to:** \_\_\_\_\_

**Signature of Officer issuing the documents:** \_\_\_\_\_

**Designation:** Engineer, CWC/14

**Date of issue:** \_\_\_\_\_

This document consists of -32-pages

**O/o CWC Department**  
**BHEL, Corporate R&D,**  
**Vikasnagar, Hyderabad**

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

NIT No \_\_\_\_\_ BHEL/Corp R&D/Estate/School building

Dated:

**NOTICE INVITING TENDER**

1. Sealed Bids/Offer for renting out of built up space of School building of BHEL Corporate R&D, Vikasnagar, Hyderabad, is hereby invited in two-part bid system in the prescribed Performa by the CWC department of BHEL Corporate R&D, Hyderabad up to 1200 hrs 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
  - d) Society/Trust for running school/college and
  - e) Private Organizations with annual turnover of not less than **Rs. 25 Crores in each financial year during last three financial years.** Bidder should submit Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA along with UDIN number for the last three years.
3. Bid form consisting of eligibility criteria, terms and conditions, and the Performa of the NIT can be obtained from the aforesaid department 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/tenders](http://www.bhel.com/tenders). However, in case the bid form downloaded from website is used, the bidder has to submit a declaration (Section VIII) 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 issue of bid form	<b>11-11-2024</b>
b	Date of pre-bid conference, if any	<b>05-11-2024</b> <i>Venue-CWC Dept., 4th floor CTS building, BHEL Corp R&amp;D, Hyderabad @ 10.00AM</i>
c	Last date and time for receipt of sealed bids in Corporate R&D	<b>Up to 12.00 Hrs on 12-11-2024</b>
d	Time and date for opening of technical Bid	<b>15.00 Hrs on 12-11-2024</b> <i>Venue-Sangam Building, Tender Room, BHEL Corp R&amp;D, Hyderabad</i>
e	Time and date for opening of financial Bid	<b>Will be intimated / informed separately</b>

6. The Eligibility-cum-Technical Bid will be opened in the presence of the authorized representatives of the bidders at 15:00 hrs. on the due date of receipt of the bids. However, if the authorized representatives do not turn up at the time of bid opening, the bid opening will be done in the presence of representatives present there. Representatives claiming themselves as authorized representative have to submit the copy of their Identity card, Mobile Number and original copy of authorization letter (Duly signed, Bearing Office Seal) on the Letter Head. Maximum 2 representatives per bidder shall be allowed to be present. However, use of cell phone inside the Hall will be prohibited.
7. Financial bid, in presence of representatives of qualified bidders, shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid.
- 8 (a) In case of the attested copies of the documents/testimonials/certificates original copies thereof should be produced on demand for verification.
- 8 (b) BHEL has the right to independently verify any / all documents submitted by the bidder.
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 for 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.
14. **The School building shall not be rented/licensed to Business Competitor Organizations/ Agencies of BHEL.**
15. **Bid should be submitted in the tender box and has to sign in the register which is kept at Security In gate, BHEL Corporate Research & Development, Vikasnagar, Near BBR Hospital, Hyderabad, Telangana – 500042**

**GUIDELINES TO BIDDERS****1. DEFINITIONS**

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

**2. SCOPE OF TENDER**

- a) BHEL intends to rent out the built-up space (**excluding terrace**) in the buildings on rent basis to the organizations as mentioned in para ‘2’ of Section-I. Tentative requisite details of the vacant space are available at SECTION VII. The likely usage for which the said built up space may be put to use is for office purpose, IT & ITES related work, training institutes, Bank, Pre-primary school, Junior College etc.

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

- b) Preferably, the initial renting period will be 20 years for Government Entities, 20 years for Society/Trust for running School/College and 10 years for private organization with provision for extension up to 10 years with escalation in rent per year after every year provided that such escalation shall be with 5% increase in rental fee (i.e. @ 5% per annum) of the last rent paid at the time of such revision.
- c) The Bidder shall sign license agreement for the built-up space within 15 days of the acceptance of his bid.

**3. DECLARATIONS**

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

**4. BID / NIT DOCUMENTS**

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

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

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

## 5. MISCELLANEOUS

- a. The Bidder must use only the prescribed Pro-forma for the bid document issued by BHEL or downloaded from the website [www.bhel.com/tenders](http://www.bhel.com/tenders) in the same form in A4 size paper.
- b. Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c. No conditional bid including conditional rebate/enhancement shall be accepted. Conditional 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 and informed. The 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.
- 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 organization/ PSUs, it should be signed by the person not below the rank of Executive Officer / Under Secretary or equivalent.
- k. **Bidder is not authorized to sublet the premises.**
- l. **Bidder shall quote for entire premises. No bidding for partial premises is allowed. Bidding for partial premises will not be considered.**
- m. Premise is available on "as is where basis". Successful bidder may modify the interior (like flooring, seating arrangement, cabin etc.) arrangement as per their requirement on their own cost without changing the basic civil structure (Beams and Pillars). However, for the exceptional

cases, where repair/modification in civil structure is required, same can be carried out by the successful bidder with prior written permission from BHEL. During interior/modification work, the successful bidder will provide free access to BHEL representative to ensure no unauthorized change is done by the bidder. No financial assistance will be provided by BHEL for such construction/alteration/modification. Since the premises was given on as is where is basis, no rent-free period shall be given to the successful bidder

- n. Stamp duty and registration charges for executing the license agreement will be borne by bidder.
- o. **All renting will be done solely in the name of an organization and the allottee organization shall bear all associated liabilities including payment of rent, executing agreements, upkeep, repair and maintenance (R&M) and vacation of premises on completion of the license period. No renting will be carried out in favor of any individual person.**

## 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-part bid system.
- b) The Bid to be submitted in the sealed envelopes in the following manners: -
  - i. The third envelope/main envelope (sealed) super scribed thereon NIT No & subject “NIT for renting out built up space of School building” which should contain the following two envelopes.
  - ii. The first envelope (sealed) super scribed thereon “Eligibility details/technical details” should contain the ‘DECLARATION’ as prescribed in the terms & conditions of the bid document, details in the prescribed pro-forma & attested copies of the documents/ testimonials/certificates meeting the eligibility conditions.
  - iii. The second envelope (sealed) super scribed thereon “Financial Bid/Price Bid” should contain financial bid in the prescribed Pro-forma (SECTION X).
  - iv. Any deviation from the above shall render the bid liable for the rejection.
  - v. On all the envelopes, the bidders name and address should be clearly mentioned.
- c) The bidders should submit their bid on or before the prescribed time and date at the address mentioned below in **tender box and sign in the register placed at Security In Gate, BHEL Corporate Research & Development, Vikasnagar, Near BBR Hospital, Hyderabad, Telangana – 500042**
- 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 03.00 PM 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. Date/time will be intimated to techno commercial bidder 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 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 Criteria:**

- i. Declaration in the prescribed Proforma as in Section IV.
- ii. The prescribed bid document with each page duly signed by the authorized signatory with seal in token of acceptance of its terms and conditions in accordance with clause 7.
- iii. Proof of eligibility i.e.
  - A. For Public Organisations – A statement on the letter head of the department / company giving details about their organization.
  - B. For international bodies - A statement on the letter head of the company giving details about their affiliation with UN or any other international organization.
  - C. For reputed private organizations – Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA along with UDIN number for the last three years. Private Organizations with annual turnover of not less than **Rs. 25 Crores in each financial year during last three financial years.** Bidder should submit Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA for the last three years.
- iv. Certificate/declaration 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. The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com). Guidelines for suspension of business dealings with suppliers/contractors are available on [www.bhel.com](http://www.bhel.com) under supplier registration page. Declaration to be submitted by the bidder in this regard on his letter head.
- vi. Proof of EMD submission to be attached along with eligibility cum technical documents.

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

The Bidder shall give the unit price, exclusive of applicable taxes and operational and maintenance (O&M) charges, per square feet of Covered area (as asked for in Financial Bid) per month for the location applied for, listed in the Price schedule in the Performa given in SECTION X.

**9. EARNEST MONEY DEPOSIT (EMD):** Submission of earnest money deposit (EMD) along with offer is required. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. **The proof of EMD submission to be attached along with Technical Bid.** EMD will be returned

back to all unsuccessful bidders within 30 days after successful placement of order. The EMD of H1 bidder will be adjusted against SD if submitted in the form of cash deposit / Electronic Fund transfer / Banker's cheque / Pay order / Demand draft. Other form of EMD submission as listed below in modes of transfer will be returned back to H1 bidder after submission of required SD amount. **EMD amount shall not carry any interest.** EMD by the tenderer will be forfeited as per the NIT conditions if:

i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL

ii) The contractor fails to deposit the required Security deposit or fails to take the possession of the premises within stipulated time period as per LOI.

EMD deposited by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited / released based on the action as determined under these guidelines.

**EMD amount is Rs. 2 Lakhs (i.e. 2,00,000/-).**

### **Modes of deposit**

The EMD may be accepted only in the following forms: (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) (ii) Electronic Fund Transfer credited in BHEL account (before tender opening) (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL R&D-A/c 10202162640, Vikasnagar, Hyderabad (along with offer) (iv) Fixed Deposit Receipt (FDR) 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) Insurance Surety Bonds In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

## **10. SECURITY DEPOSIT**

- i. The Successful Bidder shall deposit advance rent of one month and **Interest Free** Security Deposit of an amount equal to **Twelve (12) month's** rent to the BHEL in the form of Local Cheques of Scheduled Banks (subject to realization) / Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL, payable at Hyderabad, Electronic Fund Transfer to be credited in below bank account of BHEL within 15 days after the receipt of the LOI along with license agreement.

NAME: BHARAT HEAVY ELECTRICALS LIMITED

BANK: STATE BANK OF INDIA

BRANCH: BHEL R & D COMPLEX, VIKASNAGAR, HYDERABAD

ACCOUNT NO. 10202162640

IFSC CODE: SBIN0010622

- ii. 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.
- iii. 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.

### **Delay clause**

In case of delay in submission of security deposit, enhanced security deposit which would include interest (Repo rate 6.5 + 4%) for the delayed period, shall be submitted by the bidder.

## **11. EVALUATION OF BIDS:**



The evaluation and comparison of bids shall be based on the highest rentals (H1) offered in the Price Schedules in Section X.

**In case of Tie of H1 after Price bid opening** - H1 bidders are only be allowed to submit their revised price bid in the sealed bid format. The revised bid will be opened on the same day of revised bid submission Day/Time for further processing. The ordering may be processed for the Highest quoted bidder among the revised bids. Auction will not be conducted in this tender.

**Order will be released only to the H1 bidder only.**

## **12. 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 renting 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. Nature of activities: premises can be used for office purpose, IT & ITES related work, training institutes, Bank, Pre-primary school etc. **BHEL may reject the bid/tender based on nature of activities, decision of BHEL would be final.**
- c. BHEL can cancel the tender at any stage without giving any notice.

## **13. 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.

## **14. SIGNING OF CONTRACT**

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

**15. ANNULMENT OF AWARD** Failure of the successful bidder to comply with the requirement of clause 10 (i) shall constitute sufficient ground for the annulment of the award in which event the BHEL shall call for fresh bids and his EMD will be forfeited accordingly.

**16. LIKELY USAGE / PURPOSE OF THE RENTED SPACE:** - The bidder has to clearly specify the likely usage of rented space in unpriced bid format along with technical bid.

**COMMERCIAL CONDITIONS OF CONTRACT****1. TERMS & CONDITIONS**

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

**2. LIQUIDATED DAMAGES**

Should the Bidder fail to perform contractual obligations including payment of monthly rent within the period prescribed, the BHEL shall be entitled to recover amount with interest at the rate of bank rate (presently 6.75%) plus 4% for the period of delay. Quantum of liquidated damages assessed and levied by the BHEL shall be final and not challengeable by the bidder.

**3. FORCE MAJEURE**

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 BHEL as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option, terminate the contract.

**4. TERMINATION FOR DEFAULT**

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

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

**6. TERMINATION OF CONTRACT BY BHEL:** The Licensor shall be entitled to terminate the LICENSE at any time giving to the Licensee a **Two-months advance notice in writing** of its intention to do so.

**7. CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time

extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part –III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in BHEL Conciliation scheme.

## **8. ARBITRATION**

Except as otherwise provided elsewhere in this NIT, 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 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 the Unit, BHEL, Corporate R&D, Vikasnagar, Hyderabad 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.

The Seat of Arbitration shall be Hyderabad.

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 case of order/contract on Public Sector Enterprises (PSE) or a Govt. Dept., the following clause shall be applicable: “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes Relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties”.

**DECLARATION**

**To,**  
**The Sr Deputy General Manager (CWC)**  
**BHEL, Corporate R&D, Vikasnagar, Hyderabad**

Sub: Submission of NIT for renting out built up space of School building of BHEL Corporate R&D, Vikasnagar, Hyderabad

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 renting 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 agreement 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:

**BID FORWARDING LETTER**

NIT No. \_\_\_\_\_ BHEL/Corp R&amp;D/Estate/School building dated \_\_\_\_\_

**To,****The Sr Deputy General Manager (CWC)****BHEL, Corporate R&D, Vikasnagar, Hyderabad**

Dear Sir,

1. We are

a. Public Organizations	Tick whichever is applicable. Attach relevant document in its support
(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	
d. Society/Trust for running school/college	
e. Private Organizations with annual turnover of Rs. 25 Crores for last three year	

2. Having examined the conditions of NIT document and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer our bid to take BHEL premises on rent in conformity with the said conditions of contract.

3. We undertake, if our Bid is accepted, to occupy the space immediately as per terms of the Bid Document.

4. 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.

5. 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.

6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

7. We understand that you are not bound to accept the highest or any bid, you may receive.

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

Dated 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

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach before bid opening)

**To,**

**The Sr Deputy General Manager (CWC)**

**BHEL, Corporate R&D, Vikasnagar, Hyderabad**

Subject: Authorization for attending bid opening on \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ (date)  
in reference to BHEL/Corp R&D/Estate/School building dated \_\_\_\_ \_\_\_\_ \_\_\_\_ .

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

Order of Preference Name Specimen Signatures

I.

II.

Alternate Representative

Signatures of bidder

Or

Officer authorized 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 received.

Ref: BHEL/Corp R&D/Estate/School building dated:

**DETAILS OF LOCATIONS AVAILABLE IN BHEL PREMISES AT CORPORATE R&D HYDERABAD OF TELANGANA STATE**

Sl. No	Name of the District	Name of the city/ Town/ Village	Name of the Building with complete Address	Area available for renting (built-up) (Sft)	Locational features	Remark
1	Medchal, Malkajgiri	Hyderabad	School Building, BHEL Corporate R&D, Vikasnagar, Hyderabad, Telanagana - 500042	Total area is 6480	<p>Most suitable for pre-primary and Junior colleges</p> <p>Located in heart and premium location of Hyderabad</p> <p>In vicinity of Major Government Offices</p> <p>Very good connectivity</p> <p>Situated inside BHEL premises with round the clock security and monitoring</p>	<p>1) Building consist of 3 Floors</p> <p>2) Ample car parking</p> <p>3) Lush green surrounding</p> <p>4) Independent building</p> <p>5) Fully peaceful surrounding and independent operations can be carried out</p>

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



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

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It is to certify that

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

Dated.....

(BIDDER)

(SIGN WITH SEAL)

ADDRESS: .....

PHONE NOS.: .....

Mobile No:.....

E-MAIL .....

**STANDARD LICENSE AGREEMENT (SLA)**

AN AGREEMENT MADE THIS ..... DAY OF ..... TWO THOUSAND AND  
.....

**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**

.....  
.....Address.....  
.....herein after Called 'The Licensee (which expression shall include its successors assigns, administrators, liquidators and receivers, wherever the context of meaning shall so require or permit) of the OTHER PART.

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

Whereas BHEL /Licensor has invited the NIT No. .... dated ..... for ....  
..... Based upon the evaluation of NIT Licensee .....  
..... has been short listed for ..... 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 rent/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 ..... 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 LICENSE shall commence/shall be deemed to have been commenced on the..... Day of ..... Two thousand and ..... and shall, subject to the terms hereof, continue for a term of ..... year(s) with an option to extend the period of LICENSE for a further term as set out in Clause 19 hereof.
3. The Licensee shall, subject to the terms hereof, pay monthly rent/license fees for the said premises at the rate of Rs. .... per month per sft 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 rent along with operation & maintenance charge as stipulated in para 4 is payable in advance before 10<sup>th</sup> of every month failing which the amount with interest at the rate of bank rate (presently 6.75 %) plus 4% for the period of delay shall be recovered by BHEL (Licensor). In the event of the tenancy hereby created, being terminated as provided by these presents, the Licensee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination beyond lock in period of 3 months. The License Fees specified in this agreement

are subject to annual revision, effective on the 1st of April each calendar year. However, in the case of allotments made between October 1st and March 31st, the License Fees shall remain unchanged on the 1st of April in the immediate year. Conversely, for allotments made on or between April 1st and September 30th, the License Fees shall be subject to revision on the 1st of April in the subsequent year. This provision is established to ensure a fair and transparent approach to the periodic adjustment of License Fees, taking into consideration the timing of allotments within the fiscal year.

4. The operation and maintenance charges at the rate of 10% per sqft per month with applicable taxes will be charged over and above the monthly rent and it will be proportionately enhanced with respect to enhancement of the rent. The operation and maintenance of the following items are covered under the said charges:
  - i. compound lights and pumps
  - ii. Substation
  - iii. Water treatment plant
  - iv. Deployment of security for entire campus and common area.
  - v. Housekeeping for entire campus in common area.
  - vi. Any other amenities.

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 4 above are exclusive of electricity, water charges.

5. That the Licensee has to deposit 12 months' rent, a sum of Rs.....(Rupees ..... ) as Security Deposit vide details ..... The SD will carry no interest paid by BHEL 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 rent, as Advance Rent.
6. The Licensor shall have right to adjust from security deposit, as decided by licensor, 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 BHEL shall be final and binding on the licensee. The Licensee shall not be liable to pay normal wear and tear. If he is aggrieved with decision of BHEL then he may have opportunity to represent his case, before Head of the Unit.
7. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'B' and the Licensee shall upon the expiration of the term hereby created or any renewal thereof and subject to clause 15 hereof yield up the said premises including fixtures and fittings in as good a condition as received.
8. 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 Licensor.
9. 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 tenancy nor will allow at the time of vacating the premises and will handover peacefully vacant possession to the Licensor or his authorized agent.
10. That the Municipal Tax (except Property/House Tax) or other local tax levied by local authority and water charges are borne by the Licensee proportionately including any future revision with retrospective effect for the period and area of occupation. Any other tax or any

hike imposed by the appropriate authority is to be borne by the Licensee. Goods and Services tax at the prescribed rates is to be borne by the Licensee. It is made absolutely clear, in this deed that it shall be the sole responsibility of the Licensee to pay all such charges as stated in paras 9 & 10 to Govt. and /or other Govt. authorities. It is agreed that in case the lesser is required to pay or forced to pay such taxes, charges, the Licensor may pay the same and deduct the same 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 rent payable, so as to secure deposit of Rs ... .. keeps deposited with Licensor 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 bidder has to vacate the same and BHEL shall not be liable to pay any compensation for the same.

11. 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.
12. 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.
13. That the Licensee shall allow the Licensor or his authorized agent to enter the said premises at the reasonable hours or when necessary for inspection/repair etc.
14. The responsibility for registration / documentation of this indenture would be that of the Licensee and all expenses in that regard would be borne by the Tenant/Licensee. The registration of this agreement should be got done by the Licensee within a period of **four (04) months (as prescribed under section 23 of Telangana Registration Act 1908)** 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.
15. 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.
16. 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 under clause 15 will damage the structure of the building.
17. The Licensor shall not be liable for loss of profit or loss of goodwill arising from the occupation of the said premises by the Licensee and the Licensee shall make no claim in respect thereof.
18. The Licensee agrees with the Licensor to abide by the terms and conditions of the LICENSE deed 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.

19. 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. There upon 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 rent/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 deed. On agreement, only two such extensions of maximum duration of 5 years each may be considered and the Licensee shall have to vacate the premises after expiry of license period.
20. The Licensor shall be entitled to terminate the LICENSE at any time giving to the Licensee a **Two-months advance notice in writing** of its intention to do so.
21. That in case of default of non-payment of the LICENSE amount for the maximum period of three (3) months, then this agreement shall stand automatically terminated and the Licensee shall have to vacate the premises immediately. No claim whatsoever shall lie against the licensor.
22. The licensor has the right to recover any amount due from licensee from the security deposit available with licensor and the decision of licensor will be final and binding on the licensee.
23. Any notice to be made or given to the Licensor under these presents or in connection with the said premises shall be considered as duly given if sent by the Licensee through the post by registered letter/speed post addressed to the officer who signs this agreement on behalf of Licensor and a copy to the Head of Unit/Region/Division concerned and any notice given to the Licensee shall be considered as duly given if sent by the Licensor through the post by registered letter/speed post addressed to the Licensee at their last known place of abode. Any demand or notice sent by the registered post in either case shall be assumed to have been delivered in the usual course of Post.
24. That in case of any dispute with regard to this LICENSE AGREEMENT, the same shall be subject to the jurisdiction of **Estate Officer's Court and City Civil Court at Hyderabad** and Indian Law shall be applicable. However, during the pendency of the dispute, "the Licensee shall not stop payment of rent and other CHARGES if the possession is not vacated and handed over officially to licensor or occupied by Licensee. Other terms shall also continue to apply."
25. 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.
26. Where parties are unable to settle the disputes through mutual conciliation, the same shall be referred to Head of Unit/Region/Division, and the decision of Head of Unit shall be binding on both the parties.
27. The possession is deemed to be 'unauthorized occupation' in case of termination/expiry of license. This will warrant immediate action under Public Premises (Eviction of Unauthorized Occupants), Act, 1971 and all applicable laws. BHEL/Licensor shall be at liberty to initiate such action as deemed fit. In case of failure to vacate the premises, the Tenant/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 Tenant/Licensee. Any damage to the facility, except for normal wear & tear, shall be made by Tenant/Licensee.
28. Unauthorized occupation of property and Damages: If properties/facility is not vacated by due date, it will be deemed to be under unauthorized occupation of the Tenant/Licensee from the

next day after expiry of the License period. In all cases of unauthorized occupation of property/facility, the Tenant/Licensee shall be liable to pay damages per month at the following rate:

- a) Twice the normal rent/Licensee Fees of such accommodation for the first 4 months of unauthorized occupation.
- b) Four times the normal rent/license of such Properties/Facility, after expiry of 4 months.
- c) In addition, to above interest rate of SBI Benchmark Prime Lending Rate (SBI BPLR) per annum for the period of delay calculated on day-today basis shall be charged on actual rent/license fees. Such interest shall be compounded on monthly basis.
- d) In addition to charging penal rent, BHEL shall be at liberty to discontinue the services of the premises.

If the Rent/License or any other dues remain unpaid, HR/Township administration shall issue the Eviction Notice and the property/facilities shall be got evicted. Legal actions may be initiated as per provisions of Public Premises (Eviction of Unauthorized Occupants) Act 1971 and all applicable laws of eviction of unauthorized occupants/company immediately. In case of tenants/licensee, any amount remaining due even after adjusting SD, shall be recovered from the Organization through all other available means including all legal remedies. If a Tenant/Licensee, who was eligible as per extant rules of this policy, at the time of allotment becomes ineligible at any later date, Tenant/Licensee shall immediately inform the HR/Township Administration and vacate the Properties/Facility within 1 months thereof, failing which it will be deemed to be under unauthorized occupation warranting action under Public Premises (Eviction of Unauthorized Occupants) Act 1971 all applicable laws. Consequent upon forced/normal termination of allotment, Tenant/Licensee shall wind up and clear the Land/Facility of their personal property and their furniture, fixtures and other material, within the period, specified for such clearance in the termination order, in case of failure, the Tenant/Licensee would be evicted as per the provisions contained in the Public Premises (Eviction of Unauthorized Occupants) Act 1971 and all applicable laws at the risk and cost of Tenant/Licensee. Any damage to the facility, except for normal wear and tear, shall be made by Tenant/Licensee.

29. 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 Licenser, the Licenser 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.
30. Upon the termination or earlier determination of this agreement, in the event of the Licensee failing to remove the employees/representative, his belonging, furniture & fixtures etc & hand over the vacant and peaceful possession thereof to the Licenser, it is agreed that Licensee shall pay to all Licenser damage charges and mesne profit of **Rs. 4320/-** per day in addition to the monthly rent payable, without prejudice to other rightful remedy, from the date of such default until such time of the Licensee have removed their articles, belonging, fixture, effects, employee etc. from said premises and handed over peaceful possession of these to the Licenser. The said damage charges and mesne profit in case not paid regularly will be adjusted / deducted from the Security Deposit (SD) deposited with the Licenser. The payment of damage charges and mesne profit however does not absolve the Licensee to their obligations to vacate the premises on the expiry or termination of this agreement.
31. 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 Licenser. In event of default being committed, the Licensee undertakes to exclusively own

such liability & responsibility & shall keep the Licensor fully holding & indemnified in respect of such liability.

32. That the Licensor and their agents, employees shall be entitled to visit & inspect the said premises or any part thereof, at all reasonable times for the purpose of either viewing the conditions of said premises, nature of business or otherwise. The Licensee shall not hinder or obstruct any such visitor from visiting the said premises or any part thereof.
33. The licensee/tenant shall use the premises only for the purpose for which the premises was/were allotted. Rented 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.
34. **The Premises will not be rented for running of liquor business/illegal activities.**
35. The Licensee to whom such Unutilized/Underutilized Properties/Facility is Rented/Licensed, shall be responsible including its consequences and liabilities for all the action/inaction and/or omissions/commission of his/ family members/ any other person acting/working on his behalf. Any illegal activity or any nuisance to neighbors may render licensee/tenant ineligible for allotment and may lead to termination of license at the discretion of BHEL, without prejudice to any other action as deemed fit by BHEL.
36. 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**

**A (1):** The premises include built up area of about 6480 Sqft (including ground, first and second floor) of the building known as School Building in the city of Hyderabad situated on plot/and bearing Survey/Khasra Nos 60 (P) & 100 (P) with boundaries of the compound described herein below:

North – Open to sky

South – Private Colony

East – Open to sky

West – open to sky

Coordinates of property: Latitude: 17.4682 Longitude: 78.46

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

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

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

Date: .....

Place: .....

**Witnesses:**

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

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

## SECTION X

### PRICE SCHEDULE FINANCIAL BID

To,  
The Sr Deputy General Manager (CWC)  
BHEL, Corporate R&D, Vikasnagar, Hyderabad

Sir,

With reference to the NIT no. \_\_\_\_\_ BHEL/Corp R&D/Estate/School building dated \_\_\_\_ \_\_\_\_, we, \_\_\_\_ \_\_\_\_, I/We offer the following price to take the said premises of BHEL on License basis in accordance with the terms and conditions mentioned therein, as under:



Sl. No	Location & Address	Total built-up area (Sq ft) (A)	Monthly License <b>per Square feet</b> of built up area excluding applicable taxes and O&M charges (In Rupees) (B)	Total monthly rent (In Rupees) Excluding common charges @ 10 % of monthly rent & GST (applicable taxes) (Total Area X Quoted price/sft) <b>C= A X B</b>	Likely usage/purpose of the rented space
1.	School Building, BHEL Corporate R&D, Vikasnagar, Hyderabad, Telanagana - 500042	6480			
Rs in words					

- The base rate considered for the building is Rs. 20/Sft.
- Bidder should not quote less than base rate. If quoted less than the base rate then the bid will be rejected.
- **In addition to monthly rent, bidder has to pay following charges:**
  - 10%** of total monthly rental value is towards housekeeping, street lighting, pump operation, horticulture, common charges etc. is payable over and above quoted monthly rental.
  - Charges towards water, electricity will be charged as per actuals.
  - All the applicable taxes (GST etc.) and other charges payable to municipal or other local/state/other bodies (except Property/House Tax) will be paid by the Licensee.
- **Successful bidder will be considered based on the highest rate / sft quoted.**

Yours Faithfully

Signature of the Authorized Signatory of the Bidder with seal

- Amount to be mentioned clearly in Indian form of international numerals.
- No corrections/alterations are permitted while mentioning the amount.
- Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.
- There would be 5% annual increment in rate (per sft) quoted above.

### **School Building Photographs**



Fig – 1



Fig - 2

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 - Compensation for Damages**

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

**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

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

**Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

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

## **Section 9 - Pact Duration**

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

**Section 10 - Other Provisions**

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

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For & On behalf of the Principal  
(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

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

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

Place \_\_\_\_\_  
Date \_\_\_\_\_

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



**Clause on IP in the tender****"Integrity Pact (IP)"**

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

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

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

**Note:**

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

Details of contact person(s):

(1)  
 Name: \_\_\_\_\_  
 Deptt: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: (Landline/ Mobile) \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_

(2)  
 Name: \_\_\_\_\_  
 Deptt: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: (Landline/ Mobile) \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_