

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

Notice Inviting Tender (NIT) for

LICENSING OF VARIOUS UNUTILIZED BUILDINGS
At BHEL, Ramachandrapuram, Hyderabad – 502032.

Issued to: _____

Signature of Officer issuing the documents: _____

Designation: _____

Date of issue: _____

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

Sl. No.	Description of Property	BIDDER SHOULD MARK THE PROPERTY / PROPERTIES THEY ARE BIDDING FOR
(i)	Science Library	
(ii)	MIG Sector Dispensary	
(iii)	Main Check Post Dispensary	
(iv)	Keerthimahall Hotel	
(v)	Anand Hotel	

Total No. of Properties bidding for:

Please refer Section-II, clause 9 for instructions regarding submission of tender.

SECTION-I

BHARAT HEAVY ELECTRICALS LIMITED**(A Government of India Enterprise)****NIT No.: BHEL/HY/TA/EST/OT-02/OTH****Dated: 25.02.2025****NOTICE INVITING TENDER**

1. Sealed Bids / Offers for **Licensing of Various Unutilized Buildings** at BHEL, Ramachandrapuram, Hyderabad - 502032, is hereby invited in two bid system in the prescribed Performa by the O/o. Township Administration Dept., BHEL, Ramachandrapuram, Hyderabad - 502032 up to 1100 hrs. on the date mentioned below.
2. **Description of Properties / Facilities for licensing out and their intended usage:**

Sl. No.	Description of Property / Facility	Intended Usage
(i)	Science Library	Bank / Office / Diagnostic Centre / Learning Institute / Coaching Institute
(ii)	MIG Sector Dispensary	Diagnostic Centre / Office
(iii)	Main Check Post Dispensary	Diagnostic Centre / Office
(iv)	Keerthimahar Hotel	Hotel / Super-market
(v)	Anand Hotel	Hotel / Super-market

3. The following organizations are eligible to submit their bids:
 - a) **Government / Public Sector Organizations.**
 - b) **Society / Trust for running School/College having annual turnover during each of last three financial years (2021-22, 2022-23 & 2023-24) not less than Rs. 12.50 Crores.**
 - c) **Private organizations having annual turnover during each of last three financial years (2021-22, 2022-23 & 2023-24) not less than Rs. 12.50 Crores.**

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

4. Bid form consisting of eligibility criteria, terms and conditions, and the Performa of the NIT can be obtained from the aforesaid office from 11:00 hrs. to 16:00 hrs. on all working days, up to penultimate day of the last date of submission of the NIT.
5. The bid form can also be downloaded from the website www.bhel.com/tenders. However, in case the bid form downloaded from website is used, the bidder has to submit a declaration stating that no changes/ amendment is done in the bid documents and in the event of any such incidence, the bid is liable to be rejected. Further, in case of any variation in the original copy obtained from BHEL office and bid document downloaded from website, the original copy obtained from BHEL office will be considered as final.

6. Details for obtaining bid forms, receipt and opening thereof shall be as follows: -

Sl.	Stage	Date and Time
a	Last Date for sale of Tender Documents (offline from office)	17.03.2025
b	Last date and time for receipt of sealed bids	Up to 11:00 Hrs. on 18.03.2025
c	Time and date for opening of Eligibility-cum-Technical bid	At 13:30 Hrs. on 18.03.2025

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

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

8. The Eligibility-cum-Technical Bid will be opened in the presence of the authorized representatives of the bidders at 13:30 hrs. on the last date of receipt of the bids. However, if the authorized representatives do not turn up at the time of bid opening, the bid opening will be done in the presence of representatives present there. Representatives claiming themselves as authorized representative have to submit the copy of their Identity card, Mobile Number and original copy of authorization letter (Duly signed, Bearing Office Seal) on the Letter Head. Maximum 2 representatives per bidder shall be allowed to be present. However, use of cell phone inside the Hall will be prohibited.
9. Financial bid, in presence of representatives of qualified bidders, shall be opened only of for those bidders who qualify in Eligibility-cum-Technical bid.
10. In case of the attested copies of the documents/testimonials/certificates, original copies thereof should be produced on demand for verification. BHEL reserves the right to independently verify any / all documents submitted by the bidder(s).
11. The bid in which any of the prescribed conditions are not fulfilled is liable to be summarily rejected.
12. Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the Consultant who resorts to canvassing shall be liable to rejection.
13. BHEL does not bind itself to accept the highest or any other bid, and reserves itself the right to reject any or all the bids without assigning any reasons.
14. No conditional bid including conditional rebate shall be accepted. Conditional bid will be liable to be summarily rejected.
15. The bid forms shall not be issued by post/courier. Further, Bids shall not be received by email/fax.

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

IMPORTANT CLAUSES TO GO THROUGH BEFORE SUBMITTING BID

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

The Bidder, before submitting their bid, is required to visit the existing property/facility with prior intimation to BHEL to get aware of the property/facility's existing state, assess the suitability & structural fitness of the building.

Bidder shall quote their prices by taking into consideration all expenses towards repairs / retrofitting / modification works to make the building suitable for use and all kinds of minor / major maintenance works in future. BHEL shall not provide any financial assistance towards repair, retrofitting, modification and maintenance of the building at any time during the tenure of the agreement.

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

By submitting a bid / offer, the bidder acknowledges that they have visited the property/ facility and have satisfied themselves regarding its condition, suitability & structural fitness. It shall be deemed that the bidder has obtained all necessary information regarding the property/ facility and its surroundings and quoted their prices by taking into consideration all expenses towards repairs, retrofitting & modification works and all kinds of minor / major maintenance works in future. No claims or disputes whatsoever, shall be entertained by BHEL after submission of bid.

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

To participate in the tender, Bidder shall pay EMD as prescribed below for the property / properties that they are bidding for. **Tenders received without prescribed EMD shall be rejected.**

Property Description	Prescribed EMD
(a) Science Library	Rs. 1.00 lakh
(b) MIG Sector Dispensary	Rs. 1.00 lakh
(c) Main Check Post Dispensary	Rs. 1.00 lakh
(d) Keerthimahar Hotel	Rs. 1.00 lakh
(e) Anand Hotel	Rs. 1.00 lakh

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

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

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

The remaining 50% Security Deposit is to be paid within one (1) month from the date of allotment. At the same time, the successful bidder (if not a Government / Public Sector Organization) shall be required to pay an Advance equivalent to twelve (12) months license fee.

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

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

- a) Date of occupying the premises by the successful bidder.
- b) After completion of one month effective from the date of allotment order.

SECTION-II

GUIDELINES TO BIDDERS and TERMS & CONDITIONS**1. DEFINITIONS:**

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

2. SCOPE OF TENDER

- a) BHEL intends to License out the built-up space in the buildings on Monthly License Fee basis to the organizations as mentioned in para-3 of Section-I. Tentative requisite details of the property are available at **Section-VII**. The likely usage for which the said built up space may be put to use shall be as indicated in para-2 of Section-I. **However, the Bidder is required to actually visit the site and its locality to gather all the requisite information before submitting his bid.**
- b) **The initial Licensing period will be 5 years** with provision for extension up to 5 years (limited to 2 extensions only) with mutual consent of both the parties and with escalation in Monthly License Fee (MLF) after every year provided that such escalation shall be with 5% increase in MLF (i.e. @ 5% per annum) of the last paid MLF at the time of such revision.

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

3. DECLARATIONS

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

4. BID / NIT DOCUMENTS

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

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

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

5. MISCELLANEOUS

- a. The Bidder must use only the prescribed Proforma for the bid document issued by BHEL or downloaded from the website www.bhel.com/tenders in the same form in A4 size paper.
- b. Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c. No conditional bid including conditional rebate / enhancement shall be accepted. Conditional bid will be liable to be summarily rejected.
- d. The bid shall remain open for acceptance for a period of **120 (One hundred and twenty)** days from the date of submission of the bids, which may be extended, if required, by mutual agreement and the Bidder shall not cancel, alter terms and conditions or withdraw the offer during this period.
- e. This bid document shall form a part of the contract agreement.
- f. Canvassing in any form whether directly or indirectly, in connection with the bid is strictly prohibited. Bid submitted by the Bidder, who is found to be canvassing, will be liable to rejection.
- g. BHEL does not bind itself to accept the highest bid. Further, BHEL also reserve to itself the right to reject any or all the bids without assigning any reason.
- h. If the date fixed for opening of bids is subsequently declared as holiday, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

- i. Any clarification issued by Bharat Heavy Electricals Ltd. in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- j. References, information and certificates from the respective bidder submitted in compliance of terms and conditions of the bid document should be duly signed by the authorized signatory. In case of the documents from a Government organizations / PSUs, it should be signed by the person not below the rank of Executive Officer / Under Secretary or equivalent.
- k. **Bidder is not authorized to sublet the premises.**
- l. **Bidder shall quote for entire premises. No bidding for partial premises is allowed. Bidding for partial premises will not be considered.**
- m. **Premise is available on "as is where basis".** Successful bidder may modify the interior (like flooring, seating arrangement, cabin etc.) arrangement as per their requirement on their own cost without changing the basic civil structure (Beams and Pillars). For the exceptional cases, where repair/modification in civil structure is required, same can be carried out by the successful bidder with prior written permission from BHEL. However, the successful bidder (Licensee) shall not undertake any new construction at any time during the term of the agreement. During interior/modification work, the successful bidder will provide free access to BHEL representative to ensure no unauthorized change is done by the bidder. No financial assistance will be provided by BHEL for such renovation/ repair/ modification works.
- n. Stamp duty and registration charges (if any) for executing the license agreement shall be borne by the successful bidder.
- o. **All licensing will be done solely in the name of an organization and the Licensee organization shall bear all associated liabilities including payment of Monthly License Fee (MLF), executing agreements, upkeep, repair and maintenance (R&M) and vacation of premises on completion of the license period. No licensing will be carried out in favor of any individual person.**

6. PRE-BID SITE VISIT:

The Bidder, before submitting their bid, is required to visit the existing property/facility with prior intimation to BHEL to get aware of the property/facility's existing state, assess the suitability & structural fitness of the building.

Bidder shall quote their prices by taking into consideration all expenses towards repairs / retrofitting / modification works to make the building suitable for use and all kinds of minor / major maintenance works in future. BHEL shall not provide any financial assistance towards repair, retrofitting, modification and maintenance of the building at any time during the tenure of the agreement.

7. CONDITION ACKNOWLEDGEMENT CLAUSE:

By submitting a bid / offer, the bidder acknowledges that they have visited the property/ facility and have satisfied themselves regarding its condition, suitability & structural fitness. It shall be deemed that the bidder has obtained all necessary information regarding the property/ facility and its surroundings and quoted their prices by taking into consideration all expenses towards repairs, retrofitting & modification works and all kinds of minor / major maintenance works in future. No claims or disputes whatsoever, shall be entertained by BHEL after submission of bid.

8. METHOD OF APPLICATION

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

9. SUBMISSION & OPENING OF BIDS AND VALIDITY THEREOF:

- a) The Bid shall be in two-part bid system.
- b) The Bid to be submitted should be in the sealed envelopes in the following manners: -
 - i. The third (outer) envelope properly sealed and super scribed thereon "**Offer for Licensing out Various Unutilized buildings in BHEL, R.C.Puram**" should contain the following two envelopes.
 - ii. The first envelope (duly sealed) super scribed thereon "**Eligibility-cum-Technical bid**" should contain the duly signed bid document, the "DECLARATION" as prescribed in the terms & conditions of the bid document, details in the prescribed proforma & attested copies of the documents/ testimonials/ certificates meeting the eligibility conditions. **This cover should also contain the EMD.** (Refer clause 12 for details on EMD)
 - iii. The second envelope (duly sealed) super scribed thereon "**Financial Bid**" should contain financial bid in the prescribed Proforma (SECTION XI).
 - iv. **Bidding for multiple properties:** In case of bidding for multiple properties, the bidder must submit a single (common) technical bid indicating the properties they are bidding for (as per clause 11, point 4), and enclosing the required Earnest Money Deposit (EMD) for each of the properties. The financial bid in the prescribed Proforma (SECTION XI) for each individual property must be submitted in separate sealed envelopes, with the property name clearly marked on each envelope.
 - v. Any deviation from the above manner may result in rejection of bid.
 - vi. **Bidder's name and address should be clearly mentioned on all the envelopes.**
- c) The bidders should submit their sealed bid on or before the prescribed time and date at the address mentioned below in **tender box** placed at **VENDOR COMPLEX, Near Administrative Building, BHEL, Ramachandrapuram, Hyderabad.**
- d) Each Bidder shall submit only one Bid. If a bidder submits more than one bid before the due date of opening, only the last one submitted shall be considered for opening & further evaluation.
- e) Any bid received after the prescribed deadline of date and time shall not be opened and summarily rejected.

- f) The Eligibility-cum-Technical Bid will be opened in the presence of the authorized representatives of the bidders at 13:30 hrs. on the last date of receipt of the bids.
- g) Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the authorized representatives of the bidders on (date will be intimated later).
- h) The bidder's representatives who are present at the time of opening of bid shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. **(a format is given in Section VI).**
- i) A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- j) The Bidder's names, modifications, bid withdrawals and such other details as the BHEL may at its discretion consider appropriate, will be announced at the time of opening.
- k) Bid shall remain valid for acceptance for a period of **120 days** after the date of opening. The bid in which the bidder has restricted its validity for the period shorter than the aforesaid shall be rejected by BHEL as non-responsive. In certain circumstances, BHEL may request in writing to the bidders for extending validity of their bid.
- l) The un-opened bids, if any, shall be returned to the bidder after final decision is taken on the bids.
- m) No clarifications will be entertained after the price bid has been opened.

10. FORWARD AUCTION (FA):

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

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

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

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

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

			<u>Bidder Remarks</u> <u>Submitted / Not Submitted</u>
1.	Declaration in the prescribed Proforma as in SECTION IV .		
2.	The prescribed bid document with Each Page Duly Signed by the authorized signatory with seal in token of acceptance of its terms and conditions in accordance with clause 9.		
3.	Certificate/ declaration as per Section VIII (in case of downloaded bids)		
4.	Earnest Money Deposit (EMD) Payment of EMD prescribed as below to be enclosed. (Please refer clause 12 at pg. 11 for EMD terms)		
	Property Description	Mark (✓) if bidding	EMD
	(a) Science Library		Rs. 1.00 lakh
	(b) MIG Sector Dispensary		Rs. 1.00 lakh
	(c) Main Check Post Dispensary		Rs. 1.00 lakh
	(d) Keerthimahal Hotel		Rs. 1.00 lakh
	(e) Anand Hotel		Rs. 1.00 lakh
5.	PAN No. PAN No. with documentary evidence to be attached.		
6.	Goods & Service Tax (GST) Registration GST Registration No. with documentary evidence to be attached.		
7.	Certificate/ declaration as per Section X (Declaration on structural condition)		
8 (A)	Proof of eligibility (to be furnished as below) For Government / Public Sector Organizations:		
	(a) A statement on the letter head of the department/ company giving details about their organization. The Income Tax returns, along with the balance sheets and Income & Expenditure accounts for the last three years, must be submitted, duly authenticated by a Chartered Accountant with a UDIN number.		
8 (B)	Proof of eligibility (to be furnished as below) For Society/Trust for running School/College and Private Organizations:		
	(a) The Annual Turnover for the last three financial years (2021-22, 2022-23 & 2023-24) should not be less than Rs. 12.50 Crores . The Income Tax returns, along with the balance sheets and Income & Expenditure accounts for the last three years, must be submitted, duly authenticated by a Chartered Accountant with a UDIN number.		

Sl. No.	Description of Property	Intended Usage	<i>Bidder to mark the properties they are bidding for</i>	Likely usage / purpose of the license property <i>TO BE FILLED BY THE BIDDER</i>
(i)	Science Library	Bank / Office / Diagnostic Centre / Learning Institute / Coaching Institute		
(ii)	MIG Sector Dispensary	Diagnostic Centre / Office		
(iii)	Main Check Post Dispensary	Diagnostic Centre / Office		
(iv)	Keerthimahall Hotel	Hotel / Super-market		
(v)	Anand Hotel	Hotel / Super-market		

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

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

B) FINANCIAL BID:

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

12. EARNEST MONEY DEPOSIT (EMD)

Property Description	Prescribed EMD
(a) Science Library	Rs. 1.00 lakh
(b) MIG Sector Dispensary	Rs. 1.00 lakh
(c) Main Check Post Dispensary	Rs. 1.00 lakh
(d) Keerthimahall Hotel	Rs. 1.00 lakh
(e) Anand Hotel	Rs. 1.00 lakh

- a. To Participate in the tender, Bidder shall pay prescribed EMD for the property / properties that they are bidding for. EMD may be paid in any of the following modes and the **proof of payment must be enclosed along with the eligibility-cum-technical bid:**

- (i) Electronic Fund Transfer (EFT) credited in BHEL account (details provided hereunder) before tender opening and acknowledgement copy to be enclosed along with the eligibility-cum-technical bid.
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (original to be enclosed along with the eligibility-cum-technical bid).
- b. No other means of payment shall be accepted. EMD / any money due to the tenderer by BHEL shall not carry any interest.
- c. **Tenders received without EMD as specified above shall be rejected.** If EMD accompanies price bid, such bids shall also be not considered and will be rejected. If EMD is not in line with the amount called for, such bids shall be rejected.
- d. EMD shall not carry any interest. EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit.
- e. EMD by the Bidder will be forfeited as per NIT conditions, if:
 - i. After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL
 - ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
 - iii. EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

Account details of BHEL, Ramachandrapuram for NEFT / RTGS:

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

13. SECURITY DEPOSIT

i. For Government / Public Sector Organizations:

The Successful Bidder shall deposit **Security Deposit of an amount equal to Six (6) month's license fee** to BHEL in the form of Demand Draft drawn on Scheduled Banks in favour of BHEL, Ramachandrapuram, payable at Hyderabad or through Electronic Fund Transfer. The Security Deposit shall be accompanied by two copies of the Agreement. The proceeds of the Security Deposit shall be payable to the BHEL as compensation for any loss resulting from the Bidder's failure to discharge its obligations under the License agreement. Security Deposit shall not carry any interest.

For Society/ Trust for running School/College and Private Organizations:

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

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

ii. Payment Terms for Security Deposit & Advance

- a) The Security Deposit shall be equal to Six (6) month's license fee.
 - b) 50% of the requisite Security Deposit (after adjusting the EMD) is to be submitted by the successful bidder within 15 days from the date of allotment.
 - c) The remaining 50% Security Deposit is to be paid within one month from the date of allotment. At the same time, the successful bidder (if not a Government / Public Sector Organization) shall be required to pay an Advance equivalent to twelve (12) months license fee.
- iii. In the event of a delay in the submission of the Security Deposit, the bidder shall be required to submit an enhanced security deposit. This enhanced security deposit shall include interest for the period of delay, calculated at the applicable interest (Repo rate by RBI + 4%) for the delayed period.
- iv. The security deposit & Advance can be paid in the following forms:
- (a) Cash Deposit (as permissible under the extant Income Tax Act)
 - (b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - (c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - (d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - (e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
 - (f) Insurance Surety Bonds
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- v. **The Security Deposit & Advance shall not carry any interest** and shall be discharged by the BHEL only after successful completion of the License period and handing over of premises in good condition to authorized representative of BHEL and all dues having been settled.

14. EVALUATION OF BIDS:

The evaluation and comparison of bids shall be based on the Monthly License Fee (MLF) offered in the Price Schedules in Section XI independently for each individual property.

15. BHEL's RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS

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

16. CONFLICT OF INTEREST

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

17. ISSUE OF LETTER OF INTENT (LOI)

- i. The issue of an LOI shall constitute the intention of the BHEL to enter into an agreement with the bidder for Licensing the premises.
- ii. Within 15 days of issue of the LOI, the bidder shall give its acceptance along with 50% Security Deposit in conformity with terms of bid document.

18. SIGNING OF CONTRACT

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

19. ANNULMENT OF AWARD

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

20. CONDITIONS FOR OPERATING INTENDED BUSINESS

- i. The buildings and associated premises etc., should be used only for the intended purpose but not for any other commercial / non-commercial activities. The licensee shall not carry on any Trade, Business or any other activity except to use the property / Facility for the intended purpose.
- ii. The Licensee shall be solely responsible for obtaining all necessary permissions, licenses, and approvals in accordance with the prevailing regulations and norms set by the Government of Telangana, Government of India, and relevant local bodies, to ensure full compliance for the operation of the intended business. BHEL shall not be held liable for any consequences arising from the Licensee's failure to secure these necessary approvals.

- iii. The Licensee shall confine their business operations strictly within the licensed premises only. Any encroachment or unauthorized occupation of land beyond the designated area will be considered a violation and, in such cases, the Licensee will be held accountable for any consequential actions and/or liable to pay charges in accordance with BHEL's land use policy.

21. - - NIL - -

22. MONTHLY LICENSE FEE (MLF):

- (a) Monthly License Fee (MLF) shall be the highest quoted bid for the Property / Facility, which will be allotted on license agreement basis.
- (b) Monthly License Fee together with allied charges (i.e., Water charges, Electrical charges, applicable taxes e.g. GST) shall be payable every month in advance at the beginning of the month.
- (c) During the period of agreement, the Monthly License Fee, shall stand enhanced every year by 5% of last paid Monthly License Fee which shall be rounded off to the next higher ten rupees.
- (d) **COMMENCEMENT OF MLF:** The Monthly License Fee (MLF) / Rent shall commence from the earliest of the following:
 - i. Date of occupying the premises by the successful bidder.
 - ii. After completion of one month effective from the date of allotment order.

23. OTHER ALLIED CHARGES:

(I) Water Charges:

- (a) A sum of **Rs. 3,000/- per month** shall be charged towards water charges, pumping and maintenance charges.
- (b) Addition / Modifications of water connection shall be requested by the Successful Bidder / Licensee on-cost basis from the BHEL. The cost of water connection including piping, valves, Water meter, manpower and other associated charges shall be borne by the Successful Bidder / Licensee as per prevailing rates.
- (c) BHEL reserves the right to review and revise the water charges based on ground realities from time to time.
- (d) During the period of agreement, the Water Charges shall stand enhanced every year by 5%, which shall be rounded off to the next higher ten rupees.

(II) Electricity Charges

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

(III) Other service charges

- a) A sum of **Rs. 2,000/- per month** shall be charged towards other charges for common services / facilities.

BHEL reserves the right to review and revise the other charges based on ground realities from time to time.

- b) During the period of agreement, the Other Service Charges shall stand enhanced every year by 5%, which shall be rounded off to the next higher ten rupees.

(IV) Government Taxes

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

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

24. OTHER CONDITIONS

- a) If any Greenery / Trees available inside the premises are destroyed by anyone during the license period, licensee shall be held responsible for the same before NGT/ BHEL/ any other for the repercussion of the same
- b) Licensee is responsible for Cleanliness & Sanitization of premise and disposal of waste generated.
- c) The successful bidder (Licensee) at his / their own cost shall undertake the necessary interior / repair / modification / minor & major maintenance works during the tenure of agreement without changing the basic civil structure. BHEL shall not provide any financial assistance towards repair, retrofitting, modification and maintenance of the building at any time during the tenure of the agreement.
- d) **Limitation of Licensor's Liability:** The Licensee shall be solely responsible for all activities conducted at the properties / facilities during the term of Agreement. The Licensor shall not be held liable for any loss, damage, injury, or claim arising from the use, operation, or management of the properties / facilities by the Licensee, its employees, guests, invitees, or any third parties. The Licensee shall indemnify and hold harmless the Licensor from any liabilities, legal actions, damages, or expenses, including but not limited to claims related to personal injury, property damage, or regulatory violations occurring on or in connection with the premises. The Licensor shall bear no responsibility for any act, omission, negligence, or misconduct of the Licensee or any party associated with the Licensee.
- e) **All Preventive/Corrective measures to maintain the Structural Safety of the Building will be in the scope of licensee during tenure of agreement to ensure safety of intended user.**

SECTION-III**COMMERCIAL CONDITIONS OF CONTRACT****1. TERMS & CONDITIONS**

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

2. LIQUIDATED DAMAGES

Should the Bidder fail to perform contractual obligations including payment of Monthly License Fee within the period prescribed, the BHEL shall be entitled to recover amount with interest at the rate of bank rate (presently 6%) plus 4% for the period of delay. Quantum of liquidated damages assessed and levied by the BHEL shall be final and not challengeable by the bidder.

3. FORCE MAJEURE

- i. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 3 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BHEL as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option, terminate the contract.
- ii. Provided, also that if the contract is terminated under this clause, the BHEL shall be at liberty to transfer the work and the funds from the bidder to any other Bank to be appointed by the BHEL, without any financial implications being imposed by the original bidder on BHEL arising out of such transfer.

4. TERMINATION FOR DEFAULT

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

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

5. TERMINATION FOR INSOLVENCY

The BHEL may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BHEL.

6. CONCILIATION & ARBITRATION

(I) Conciliation:

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

(II) Arbitration:

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

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

SECTION-IV

DECLARATION**(NIT conditions, Site Visit & Bid Validity)**

To,

The

BHEL, Ramachandrapuram, Hyderabad

Sub: Submission of Bid for "Licensing of Various Unutilized Buildings at BHEL, Ramachandrapuram, Hyderabad - 502032".

Dear Sir,

- ✓ I/We have read and examined the NIT document, Terms and Conditions thereof and other documents and Rules referred to in the NIT document and all other contents in the NIT document for Licensing out the built-up space.
- ✓ I/We hereby submit our bid for as per the stated scope of tender within the specified time schedule. I/We hereby submit all the documents mentioned in the NIT document.
- ✓ **PRE-BID SITE VISIT & CONDITION ACKNOWLEDGEMENT:** I/We hereby submit that I/We have visited the property/ facility and have satisfied ourselves regarding its condition, suitability & structural fitness. I/We confirm that I/We have obtained all necessary information regarding the property/ facility, its surroundings and quoted our prices by taking into consideration all expenses towards necessary repair / interior / modification works and all kinds of minor / major maintenance works in future.
- ✓ **BID VALIDITY:** I/We agree to keep the offer open for **One Twenty (120) days** from the last due date of submission thereof and not to make any modifications in its terms and conditions. If, I/We withdraw my/our offer before the said period or before issue of letter of acceptance, whichever is earlier, or makes any modifications in my/our offer BHEL shall without prejudice to any other right or remedy, be at liberty to cancel the bid. Further, if I/We fail to occupy the space allotted to us within one month and fail to sign the License deed within prescribed time, I/We hereby agree that the said BHEL shall without prejudice to any other right or remedy, be at liberty to cancel the bid.

Signature & seal of the Bidder

Place:

Date:

SECTION-V**BID FORWARDING LETTER**NIT No. **BHEL/HY/TA/EST/OT-02/OTH** Dated **25.02.2025**

The

BHARAT HEAVY ELECTRICALS LIMITED,
 BHEL Ramachandrapuram, Hyderabad.

Dear Sir,

1. Having examined the conditions of NIT document and specifications including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer our bid to take BHEL premises on License in conformity with the said conditions of contract.
2. We undertake, if our Bid is accepted, to occupy the space immediately as per terms of the Bid Document.
3. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Letter of Intent of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the highest or any bid, you may receive.
7. We not have been banned/suspended/black listed for business dealing by BHEL/Government of India/ any undertaking of Government of India as on date of publication of NIT. We are NOT have been referred to NCLT and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against us.

Dated thisday of20.....

Name and Signature

In the capacity of

Duly authorized to sign the bid for and on behalf of

witness

Address

(Signature)

SECTION-VI**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach before bid opening)

The

BHARAT HEAVY ELECTRICALS LIMITED,

BHEL Ramachandrapuram, Hyderabad.

Subject: Authorization for attending bid opening on(date) in the NIT of
 "Licensing out Various Unutilized buildings at BHEL, Ramachandrapuram, Hyderabad - 502032."

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

Order of Preference Name Specimen Signatures

I.

II.

Alternate Representative

Signatures of bidder

Or

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

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

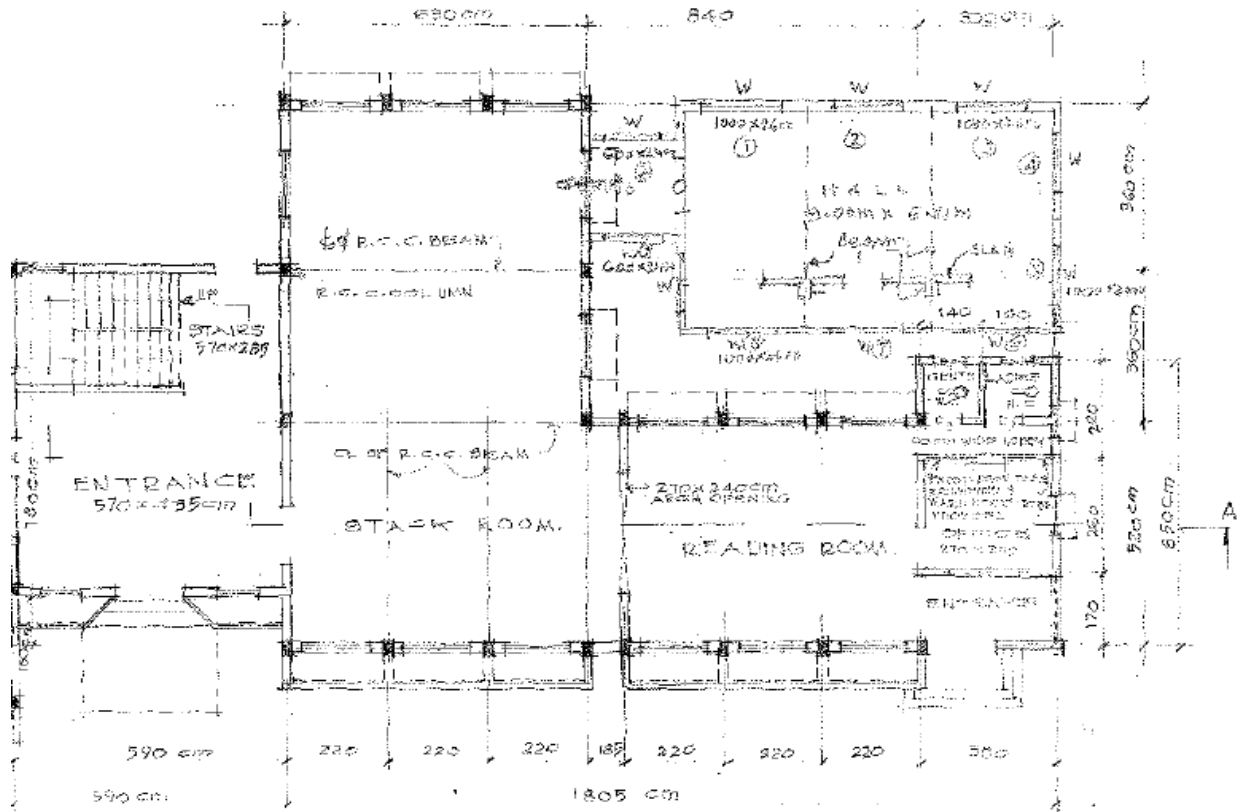
SECTION-VII

**DETAILS OF LOCATIONS AVAILABLE IN BHEL PREMISES AT
BHEL RAMACHANDRAPURAM, SANGAREDDY DIST.**

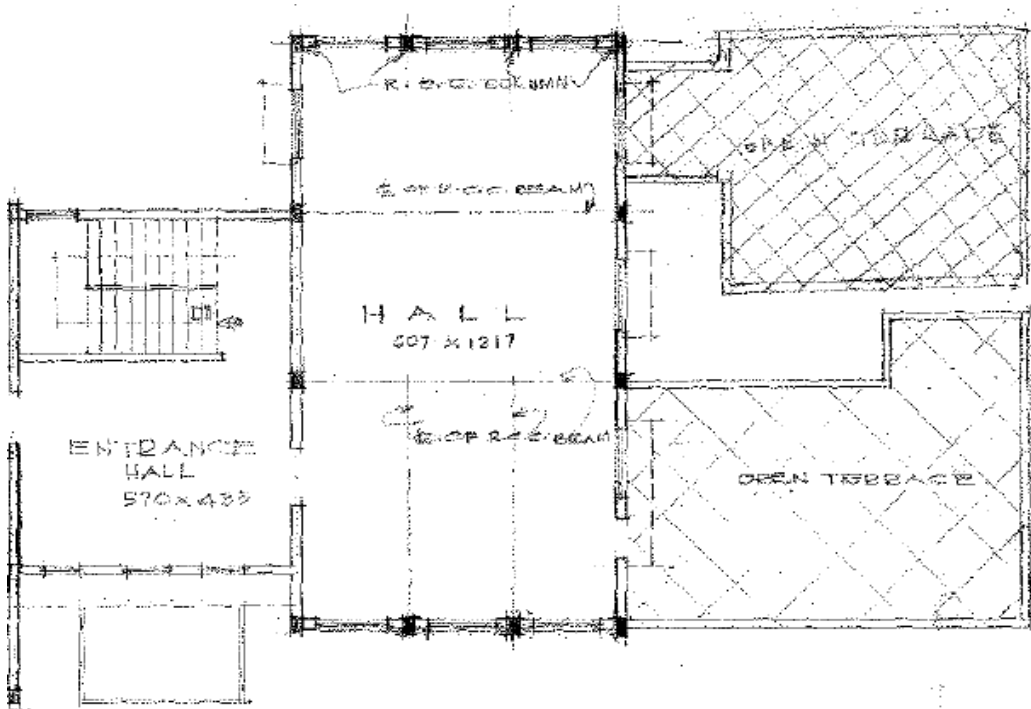
Name of the Property / Facility	Science Library	MIG Sector Dispensary	Main Check Post Dispensary	Keerthimahahal Hotel	Anand Hotel
Location of the Property / Facility	BHEL Township, Ramachandrapuram, Sangareddy Dist. - 502032				
Location Coordinates on Google Map	<u>17°29'33.9"N</u> <u>78°18'24.4"E</u>	<u>17°29'10.6"N</u> <u>78°17'53.8"E</u>	<u>17°29'42.0"N</u> <u>78°18'51.4"E</u>	<u>17°29'43.6"N</u> <u>78°17'52.5"E</u>	<u>17°29'40.4"N</u> <u>78°17'50.8"E</u>
Total Area of Property / Facility	973 SqM.	1030 SqM.	293 SqM.	2139 SqM.	1632 SqM.
Built-up area	520 SqM.	297 SqM.	90 SqM.	464 SqM.	194 SqM.
Type of construction	RCC structure	RCC structure	RCC structure	Steel frame structure with brick walls	Load bearing wall with steel roof truss
About the building / property	The building is nearly 44 years old and is lying unused for around 5 years.	The building is nearly 35 years old and is lying unused for around 5 years.	The building is nearly 50 years old and is lying unused for around 12 years.	The property is nearly 50 years old and is lying unused for around 12 years.	The building is nearly 45 years old and is lying unused for around 10 years.
Intended usage of the Property / Facility	Bank / Office / Diagnostic Centre / Learning Institute / Coaching Institute	Diagnostic Centre / Office	Diagnostic Centre / Office	Hotel / Super-market	Hotel / Super-market
Condition of allotment of the Property / Facility	The allotment of the Property / Facility shall be done on " <u>AS IS WHERE IS</u> " basis.				

Layouts & Photographs

SCIENCE LIBRARY



GROUND FLOOR PLAN



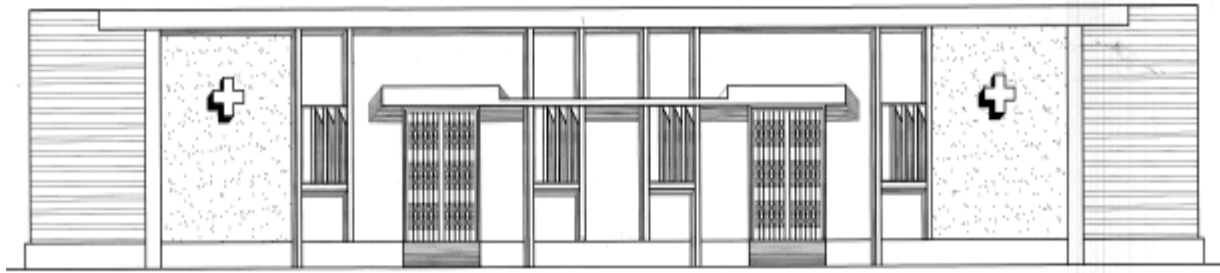
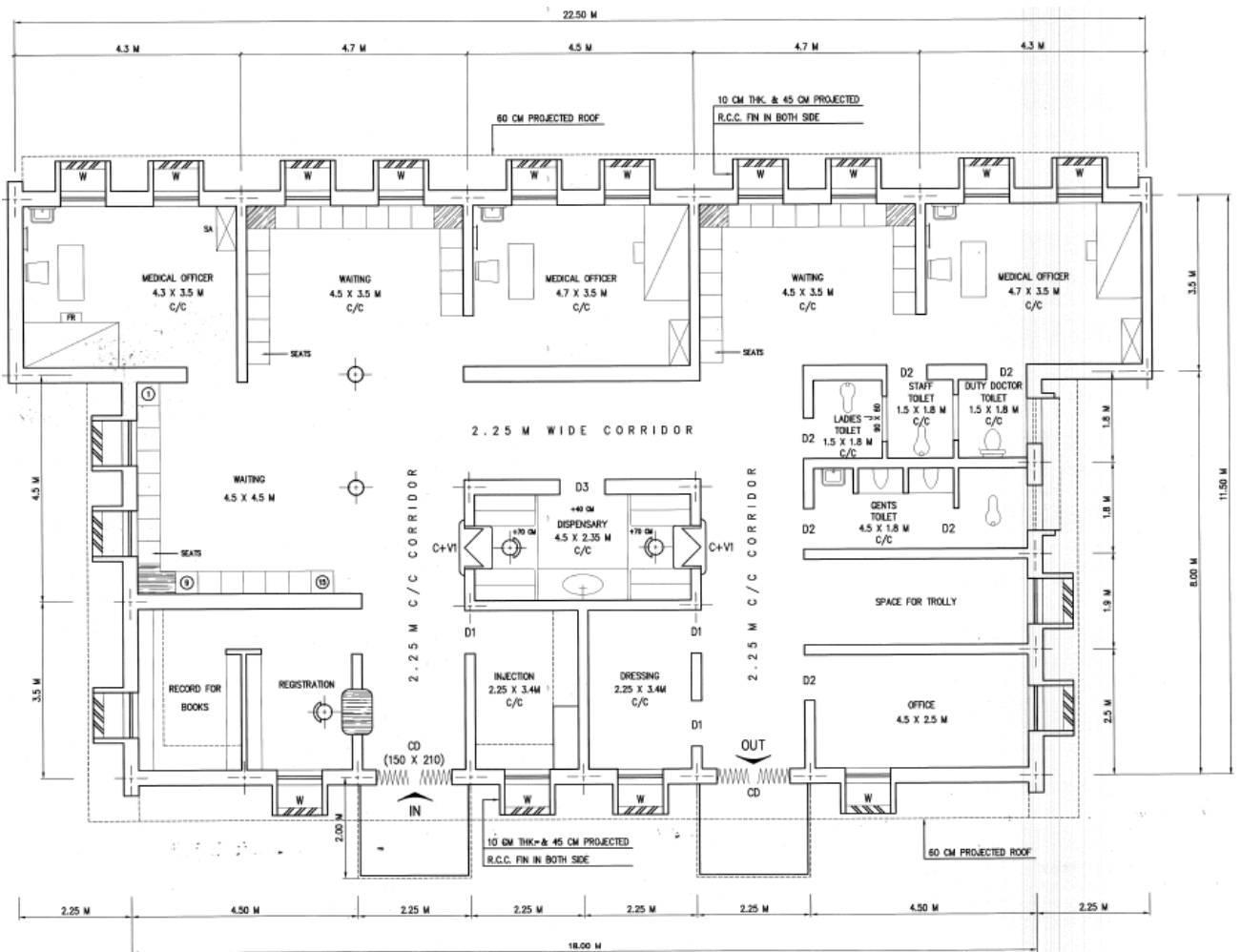
FIRST FLOOR PLAN



SCIENCE LIBRARY



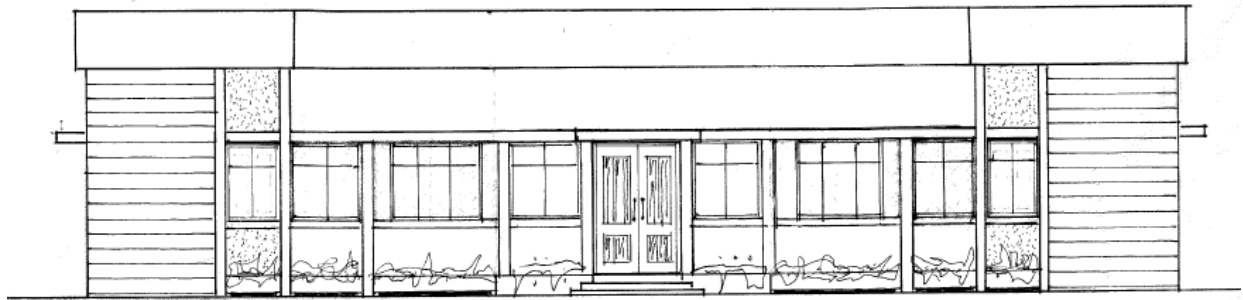
MIG SECTOR DISPENSARY

**FRONT ELEVATION****FLOOR PLAN**

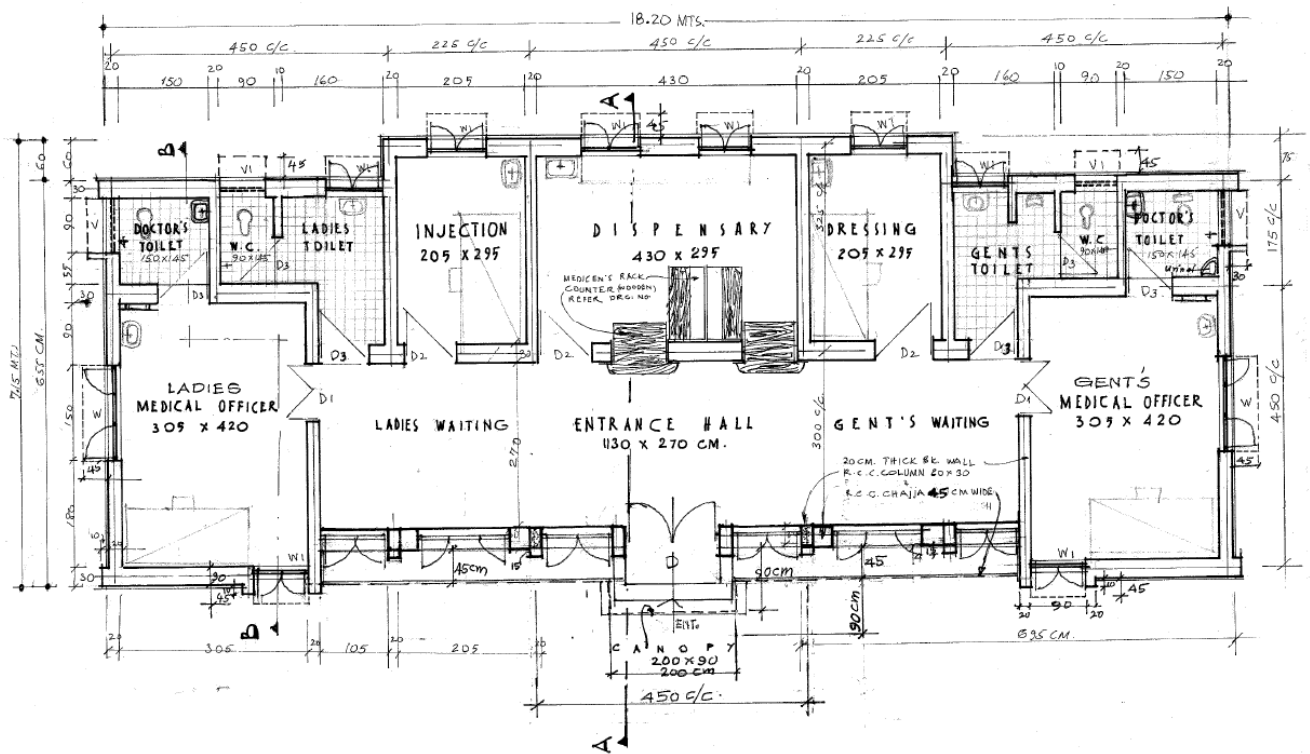
MIG SECTOR DISPENSARY



MAIN CHECK POST DISPENSARY



FRONT ELEVATION



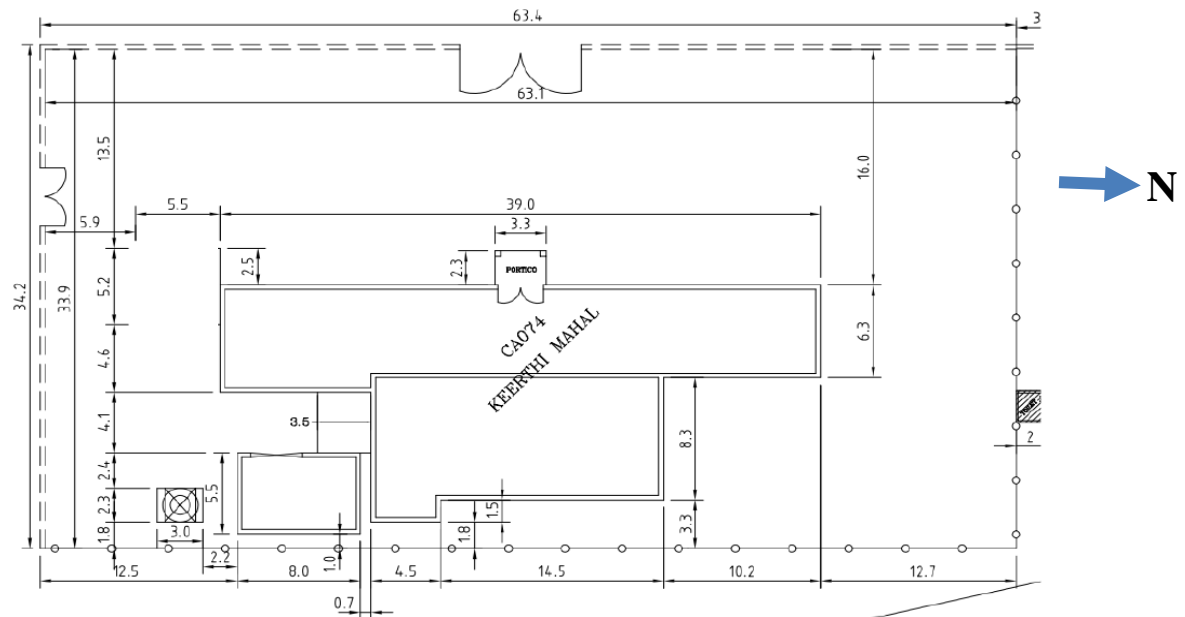
FLOOR PLAN



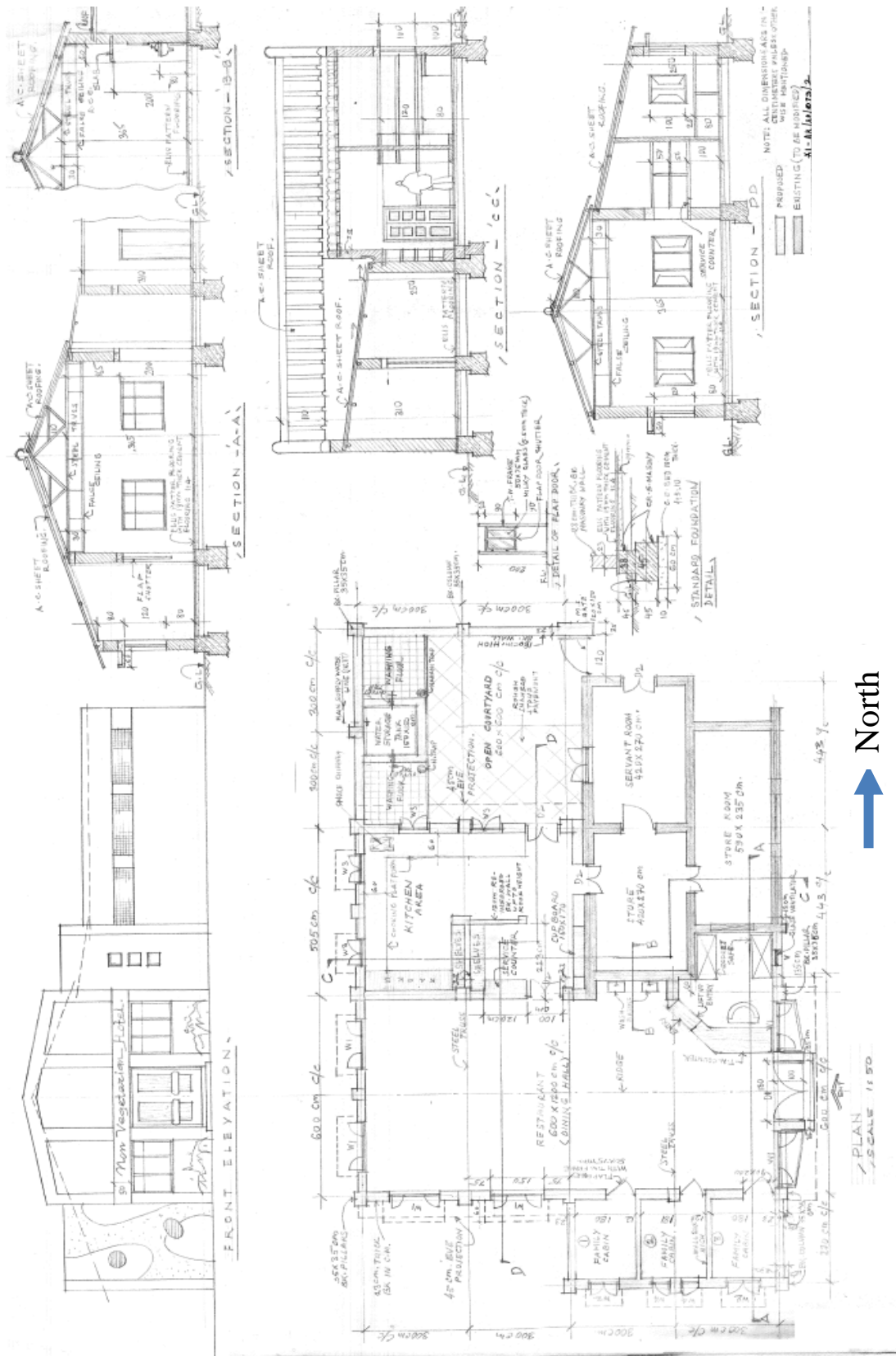
MAIN CHECK POST DISPENSARY



KEERTHIMAHAL HOTEL



ANAND HOTEL



ANAND HOTEL



SECTION-VIII

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

It is to certify that

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

Dated

(BIDDER)

(SIGN WITH SEAL)

ADDRESS:

.....

PHONE NOS.:

Mobile No:

E-MAIL:

SECTION-IX

STANDARD LICENSE AGREEMENT (SLA)
FOR LICENSING OUT SPACE

(As per Annexure-A)

SECTION-X

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

1. Condition of the Structure

I/We, as the bidder, acknowledge that BHEL has provided the structure in its current state ("as-is-where-is condition"), and it is my/our responsibility to verify its structural integrity. I/We will carry out any necessary repairs and retrofitting to ensure the structure is fully safe.

2. Responsibility for Retrofitting Costs

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

3. Liability for Structural Deficiencies

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

Dated

(BIDDER SIGN WITH SEAL)

ADDRESS:

.....

PHONE NOS.:

Mobile No:

E-MAIL: