



BHARAT HEAVY ELECTRICALS LIMITED
HPEP, RAMACHANDRAPURAM, HYDERABAD-502032
(TOWNSHIP ADMINISTRATION)

**INVITATION OF BID FOR OPEN TENDERING OF VACANT
SHOPS FOR ALLOTMENT ON LICENSE AGREEMENT BASIS
SUBJECT TO "AS IS WHERE IS" CONDITION FOR
ESTABLISHING BUSINESS ACTIVITIES IN BHEL, RC PURAM
TOWNSHIP, HYDERABAD**

(Approval Reference – [BHEL /HPEP/TA/SA/2020-21/01 DATE 20.10.2020](#)
[E-Office File No: HPEP-TA0EST \(TTAC\)/1/2021-HPEP-755_HRE \(E-office file No 90789\)\)](#)



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NOTICE INVITING TENDER

Sealed Tenders in TWO parts i.e., PART-A (Technical cum Commercial Bid) and PART-B (Price Bid) are invited by the Township Administrator for Licensing of BHEL Constructed shop premises and allotment thereof for establishment of permitted **commercial /trading activities in** Township at different locations in BHEL Ramachandrapuram Township, Hyderabad-502032, for a period of five (5) years.

SL NO	DESCRIPTION	DETAILS
1.	EMD AMOUNT (EMD)	Each shop has separate EMD amount based on reserved license fee as provided in Part –A/ Annexure I
2.	SECURITY DEPOSIT(SD)	Successful bidder has to pay SD as 12 months of quoted license fee, within 15 days on receipt of Shop allotment letter. If the agency fail to pay SD within the given time, Township administrator can terminate the allotment without prejudice.
3.	COST OF TENDER DOCUMENTS	Nil (Free Downloads) Chargeable of Rs. 1,000/- per set of NIT for obtaining print outs from TA Office.
4.	TENDER PUBLICATION DATE ON WEBSITE	11.06.2021
5.	LAST DATE AND TIME FOR BID SUBMISSION	01.07.2021 at 11 : 00 AM
6.	DATE AND TIME OF OPENING TENDER – PART –A –TECHNICAL CUM COMMERCIAL BID	01.07.2021 at 02 : 00 PM
7.	DATE AND TIME OF OPENING TENDER – PART –B –PRICE BID	Shall be intimated to the bidder who will be qualified after evaluation of Part A.
8.	PLACE FOR SUBMISSION OF TENDER	Vendor complex near Admin. Building, BHEL, RC Puram, Hyderabad -502032

Further, following instructions should be noted by bidders

- The Tender details can be downloaded from BHEL website <http://www.bhel.com>.
- Interested bidders who wish to participate should visit the above website, which is the ONLY website for bidding their offer.
- The bidder must ensure that the tender document submission before the closing time as the tender submission shall stop accepting the offer at prescribed date and time.
- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true.
- The bidder shall submit one bid for bidding in ONE SHOP. If a bidder wish to bid for (3) three shops (maximum), he has to submit 3 bids in the name of each shop. The EMD of respective shops are to be submitted as per Part-A/Annexure –I.



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Help desk

1. For any difficulty in downloading & submission of tender document at website <http://www.bhel.com>, please contact at Estate Office, **Engineer-Estate** (040-23182956) or email: sekhar.das@bhel.in, **Manager –Estate** (040-23184765) or email: radhika@bhel.in.
2. Further any clarifications needed, bidders may Contact DGM Estate (040-23185236) or email: ssk@bhel.in in Township Office.

//ESTATE OFFICE//



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NOTE:

NIT DOCUMENTS CONTAINING25.....PAGES



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CHECK LIST OF DOCUMENTS

Sl no	Description	Tick (✓) the document as furnished
1.	Signed Copy of SC /ST Community Certificate (applicable for reserved category only)	
2.	Original copy of Notarized Affidavit as per Annexure –III in Stamp Paper of value Rs 100/-	
3.	Self-Attested copy of any two (Voter ID/Ration Card/Aadhar Card/ Driving License)	
4.	Self-Attested copy PAN Card	
5.	Self-Attested copy of GST Registration Certificate	
6.	Duly signed and filled all the pages of NIT and Annexures in Part –A and Part-B and submitted in separate envelopes.	

Write “NA” in case of not applicable.

Signature of Tenderer



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PART-A (TECHNICAL CUM COMMERCIAL BID)

TERMS AND CONDITION

1 Place :

Description of Shops and location are furnished in Annexure-I

2 Type of Space :

All the shops shall have Built-up area covered with Pucca / Semi-pucca Roof.

3 Type of Business : General/Essential Category

The tenderer has to establish any kind of permissible businesses to the shop allocated to him "as is where is" basis in BHEL Ramachandrapuram Township, as per Shop Allotment Policy except Banned / Non-Permissible Businesses notified vide **Annexure -II** under following conditions.

- 3.1 Licensed premises are meant for establishing businesses where commercial / trading activities are carried except banned businesses.
- 3.2 The Successful Tenderer shall be allowed occupation of the premises after submitting the security deposit for due observance of the terms and conditions of NIT.
- 3.3 The business are categorized in the NIT as "General Type" and "Essential Type" only as mentioned specifically in *Annexure - I*.
- 3.4 From time to time, the Company shall notify lists of **banned business (es)**. Businesses notified as banned businesses (Annexure-II) should not be carried on from the Premises. Also, the tenderer shall not quote or carry on business (es) which are **not permitted** in particular shop(s) (Annexure-II). The tender(s) of bidder(s) who quote to conduct or carry on banned/not permitted business(es) as above will be summarily rejected.
- 3.5 For General Business- the tenderer to whom the premises have been allotted for General Business may change over to one or more business(es) without need for further permission from the Company. Further, in case the tenderer switching over Business to essential business(es) no change/relaxation in license fee will be allowed for such change of business.
- 3.6 For Essential Business- the Tenderer understand and agrees that no change of trade will be sought by him or will be permitted by the Company w.r.t kind of essential business for which the premises was allotted to him.
- 3.7 **The Shop no CA007 has been identified for the exclusive business of Drug and Chemists under Essential category only. The Shop no CA088, has been identified for RAW MEAT SELLING ONLY.**
- 3.8 **Reservations of SC & ST: - As per policy, 15% (fifteen) of vacant shops as notified for this tender, are identified for allotment to only Schedule Cast Communities and 6%(Six) for Schedule Tribe Community. Accordingly, 07 shops are earmarked for Schedule Caste and 03 shops are earmarked for Schedule Tribe only as per 100-point roster requirement.**
- 3.9 **Those belong to SC and ST Community can bid for the shops earmarked for the respective communities and information in this regards, is furnished in Annexure -I**
- 3.10 Bidders belonging to SC and ST community under identified shops can alone participate in the tender. Tenders submitted by any community other than indicated one will not be considered and will be summarily rejected.



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- 3.11 **Self-attested copy of valid community certificate in the name of bidder** issued by appropriate authority as below shall be submitted without which, the tender will be summarily rejected. The under mentioned authorities have been empowered to issue Caste Certificates of verification----
- District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner/ Additional Deputy Commissioner/ Deputy Collector / I class Stipendiary Magistrate / Sub – Divisional Magistrate / Taluka Magistrate / Executive Magistrate / Extra Assistant Commissioner.
 - Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate.
 - Revenue Officer not below the rank of Tahsildar.
 - Sub – Divisional Officer of the area where the candidate and / or his family normally resides.
 - Revenue Divisional Officers – in the case of candidates belonging to Scheduled Tribes of Tamilnadu.
 - Administrator / Secretary to the Administrator / Development Officer (Lakshadweep Islands)

4 License Fee :

- Monthly License fee shall be the highest quoted bid for a particular shop, which will be allotted on license basis.
- License Fee together with allied charges (i.e., Monthly License Fee, Water charges (if applicable), service charges (if applicable), applicable GST charges) shall be payable every month in advance at the beginning of the month. Electrical charges shall be paid at actuals.
- During the period of this agreement, the Monthly License Fee, shall be enhanced @5% on 1st January of every year, rounded off to the next higher Ten rupees.
- The License fee and allied charges are applicable and will be charged from the date of execution of License agreement or after expiry of 30 days from the date of issuance of Letter of allotment, whichever is earlier.
- The quoted monthly License Fee shall be rounded off to the next higher Ten rupees.

5 Water Charges :

- Following businesses, which have been identified as water demand businesses with current rates of water charges. BHEL reserves the right to review these charges and fix the rates from time to time.

a)	Car / Scooter Wash	High Water Demand
b)	Bakery with manufacturing facility	Medium Water Demand
c)	Beauty Parlor	Low Water Demand
d)	Saloon/Barber shop	Low Water Demand
e)	Laundry wet wash facility	Medium Water Demand
f)	Hotel –more than 10 seating facility	High Water Demand
g)	Hotel –below 10 seating facility	Medium Water Demand
h)	Tiffin Center / Curry Point / Snacks Center	Medium Water Demand
i)	Non veg - meat shop	Medium Water Demand

- The Water Charges will be applicable as per below table. (Subject to revision from time to time).

a)	High Water Demand	Rs. 3000.00
b)	Medium Water Demand	Rs. 2000.00
c)	Low Water Demand	Rs. 1000.00

- Additional/ Modifications of Infrastructure facilities such as water connection shall be requested by the bidder on-cost basis from the BHEL. Permission for getting access to water connection as per demand



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of the bidder at shop location will be granted by BHEL on feasibility-basis after execution of License agreement and payment of water connection charges as decided by BHEL. The cost of water connection including piping, valves, manpower charges and other ancillary charges shall be borne by the bidder as per prevailing rates.

- 5.4 BHEL reserves the right to review these charges and fix the rates from time to time.
- 5.5 The bidder shall agree voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration, because of non-availability/non-feasibility of these facilities.

6 Electrical Charges :

- 6.1 Electricity shall be charged at COMMERCIAL TARIFF applicable from time to time, as decided by BHEL.
- 6.2 Additional/ Modifications of Infrastructure facilities such as electric connection shall be requested by the bidder on-cost basis from the BHEL. Permission for getting access to metered electrical connection as per demand of the bidder at each shop locations will be granted by BHEL on feasibility-basis after execution of License agreement and payment of electric connection charges as decided by BHEL. The cost of electric connection including cabling, panels, electric meter, electric charges and other ancillary charges shall be borne by the bidder as per prevailing rates.
- 6.3 The bidder shall agree voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration, on account of non-availability/non-feasibility of these facilities.

7 GST :

- 7.1 The Prices quoted above must be exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
- 7.2 Successful Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (Copy of PAN to be enclosed) prior to occupation/allotment of shops.
- 7.3 If the bidder is not having GST registration or Number, he / she has to give a self-declaration to that effect, however BHEL people will charge GST as per government rules. The bidder should submit the undertaking as per format given in **Annexure-VI**
- 7.4 The successful bidder shall pay all the charges, assessments, taxes etc. and any other charges /fees that may be levied, assessed or charged by the authorities in respect to GST.
- 7.5 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).

8 Earnest Money Deposit and Security Deposit:

- 8.1 The EMD amounts are estimated for each shops as notified in **Annexure -I** for participation of bidding.
- 8.2 Bidder has to submit EMD amount with PART-A (Technical cum Commercial Bid) of the tender document without which tender shall summarily be rejected.
- 8.3 Separate EMD amounts against shops will be submitted for which the bidder is opted for participation of bidding.
- 8.4 EMD will be accepted only in the following forms:
 - I. Electronic Fund Transfer in BHEL account (**Account No. 62048154115** , Bank Name : **SBI, RC PURAM TOWNSHIP BRANCH, IFSC- SBIN0020075**)
 - II. In the form of **Demand Draft drawn on any Nationalized Bank in favor of "Bharat Heavy Electricals Limited, Hyderabad-502032"** payable at Hyderabad (as permissible under IT act).
 - III. Through Digital Card payment in POS at Estate Office

Note: Cheque shall not be accepted for EMD.
- 8.5 The successful Bidder has to furnish Security Deposit within 15 days' time from the letter of allotment issued by BHEL.



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- 8.6 Total amount of Security Deposit shall be 12 times of quoted Monthly license fee (MLF) as mentioned in the license agreement between successful bidder and BHEL. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit. In this regard, the successful Bidder on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.
- 8.7 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
- 8.8 The Security Deposit will be released only after completion of the agreement period, subject to the condition that nothing is outstanding against the Contractor.
- 8.9 Earnest money deposit of unsuccessful Bidders shall be refunded, without interest, within fifteen days of acceptance of Allotment Order to successful Bidder. In the case of successful Bidder, EMD shall be adjusted towards the Security Deposit or it may be forfeited in case the successful Bidder refuses to accept the award of License or fails to complete the required formalities and occupy the premises within the specified and permitted time as per Clause no 4.4 above.
- 8.10 No interest shall be applicable to BHEL on EMD or SD or any money paid by the bidder.
- 8.11 Security deposit will be submitted in the form of **Demand Draft drawn on any Nationalized Bank in favor of "Bharat Heavy Electricals Limited, Hyderabad-502032"** payable at Hyderabad (as permissible under IT act) or Electronic Fund Transfer in BHEL account (**Account No. 62048 154115**, Bank Name: **SBI, RC PURAM TOWNSHIP BRANCH**, IFSC- **SBIN0020075**) or Digital Card payment in POS at Estate Office,
- 8.12 Cheque shall not be accepted for SD.
- 8.13 Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

9 Pre-Qualification Requirement :

- 9.1 **Self-attested copy of valid community certificate issued by appropriate authority as referred in clause 3.11.**
- 9.2 The tenderer should not have been convicted under court of law nor should have any criminal case pending against him. The tenderer shall declare the same in Annexure-II.
- 9.3 The Bidder should not have been Black Listed by any Central / State government / Public Sector Establishments / Public Sector Undertakings / by Public Sector Banks. The Bidder shall declare the same in Annexure-II.
- 9.4 Self-attested copy of any two of the Ration Card or Voter Identity card or Aadhar Card or Driving License shall be submitted as Address Proof.
- 9.5 **AFFIDAVIT on antecedents** of the Bidder shall be submitted in original on non-judicial stamp paper of value Rs. 100/-, **to be sworn before a First Class Magistrate or a Notary in the State of Telangana as per Indian Stamp Act, 1899.** In the event of any shop is allotted to the tenderer, the details of the allottee shall be forwarded to the Police for verification and in case the affirmation of the allottee is found



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false at a later stage, immediate action shall be taken for eviction and the allotment would be terminated forthwith.

9.6 A tenderer is eligible to apply for one or more shops maximum limited to three shops. However, in no case more than three concurrent licenses for shops shall be allotted. If, a tenderer is already in possession of three licenses on the close date of submission of tender, his/her bid shall be summarily rejected.

9.7 **A tenderer is not eligible for taking part in bidding process in following cases:**

- a. **Who has not vacated/handed over the shop after issuing of eviction notice/ notice from Estate until the date of notification of tender.**
- b. **Parties facing actions under PPE Act and under sub judice in any court of law.**
- c. **Age below 18 years as on Tender Notification date.**
- d. **Ex-Licensee(s)/Existing Licensee(s) of BHEL Township having outstanding dues in respect to the Rental Charges, except where the dues are pertaining to current months' license fee.**

9.8 Those bidders as per above clause no 9.7(a,b), can take part in bidding process, if they vacated and handed over the particular shop peacefully to Estate office, along with paying all the outstanding before closing date of tender submission or as per discretion of Township Administrator.

10 Evaluation of PRICE BID (Tender PART-B)

10.1 Tenderers who qualify PART-A (Technical cum Commercial Bid) shall only be considered for PART-B evaluation.

10.2 Shop will be allotted to the bidder who quotes **highest License Fee for that particular shop**. Offers of the Technical cum Commercially qualified bidders will be ranked in the order of highest License Fee quoted to the lowest (i.e, H1, H2, H3....). The successful bidder will be selected, based on the highest rate of License Fee offered (H1) for that particular shop. The decision of Estate Officer, BHEL/HPEP, RC Puram shall be final in this regard.

10.3 Tenderer has to bid **License fee for each and any shop for which the bidder is eligible and limited to 03 shops only** and must be higher than the values of **(Reserved License Fee)** RLF/base price as specified in the NIT. The Reserved License Fee of each shops are calculated as per Carpet area of shops and provided in Annexure-I.

10.4 If, any eligible Tenderer applies for all the three shops and becomes Highest for all the three shops, he shall be evaluated as Highest and successful Tenderer for three concurrent biddings and shall be allocated maximum three number shops only, **considering the tenderer is in possession of three licenses in his name.**

10.5 If any eligible Tenderer applies for only one shop and becomes Highest for that particular one shop, he shall be evaluated for that particular shop considering the tenderer is in possession maximum of three licenses in his name at the time of allocation of the particular shop.

10.6 If, found that the bidder is become highest in all three shops, but he/she is debarred for any one or more shops due to the violation of the terms & conditions of NIT, then the allotment against the particular shop will be cancelled and will be carried for future tendering or Township administrator may take suitable decisions in this regard.

10.7 In case, more than one bidder quote the same highest License Fee (H1), then snap bid asking for fresh quotes from H1 bidders will be resorted to and the shop will be allotted to the bidder who quotes highest revised license Fee quote.

10.8 Unit price quoted shall be valid for a period of **120 days from the date of opening of Technical cum Commercial Bid.**



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11 Period of Allotment:

- 11.1 The License Agreement shall be made for a period of Five (5) YEARS with the successful tenderer.**
- 11.2** An agreement, will be executed within BHEL and the successful bidder after deposition of Security deposit within specified terms & condition in NIT. An agreement will be executed for each of the shops separately in case of allotments of more than one shop to a single bidder.

12 Instructions to Bidder:

- 12.1** The vacant shop premises in BHEL Ramachandrapuram Township will be used for running businesses on License Agreement basis on **"as is where is basis"**. This means, that bidder has to accept the shop/premises in its current condition, whatever this condition happens to be.
- 12.2** Tender Document does not purport to contain all the information that each Bidder may require. Bidders are requested to conduct their own investigations to analysis and to check the Accuracy, reliability and completeness of the information in this Tender Document before participating in the tender process. BHEL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document information provided hereunder is only to the best of the knowledge of BHEL.
- 12.3** Participating in the tender shall mean the Bidder has categorically accepted the provisions of the Tender Document.
- 12.4** Bidders are required to read carefully the contents of this document and to provide the required information. Each page of the Tender Document, including Corrigendum / Addenda (if any), and other submissions may be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this tender, before submission. Any unsigned and unstamped document may not be considered for evaluation.
- 12.5** Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, the Bidder may be blacklisted for participation in any future tender of BHEL. In such a case, Bidder shall forfeit the Earnest Money Deposit (EMD) or Security Deposit, as applicable, held with BHEL.
- 12.6** Tenderer, in his own interest, is suggested to inspect the proposed premise(s) before submitting tender. The tenderer shall not be allowed to raise disputes later on this account.
- 12.7** The tender application, complete in all respects to be submitted in a sealed cover with inscription on the top left side **"Tender for Shop Number_____ for Business..... in BHEL Ramachandrapuram Township"**, and drop it in the sealed tender box placed in the office of Estate Officer by the stipulated date and time. The management shall not be responsible for any loss or delay in receipt of the tender by post.
- 12.8 Bidder has to submit the separate tender documents for each shop which is opted for bidding. If, the bidder bid for three shops then, three separate tender documents indicating shop name and business opted over the sealed envelope.**
- 12.9** Successful Tenderer shall complete all formalities within 15 days of time including deposition of Security Deposit and execution of License Deed prescribed by BHEL and shall **start his business within 45 (Forty) days** from the date of allotment of Shop / Licensed premise.



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12.10 Sealed bids shall be submitted in the manner as mentioned below:

- 12.10.1** First sealed Envelope super scribed as "**PART-A (Technical cum Commercial Bid) Tender for Shop Number for the business of in BHEL Ramachandrapuram Township**", shall contain full set of all the above tender documents, except PART-B, duly filled-in and documents in support of pre-qualification with signature on all pages but without any mention of Rates & Prices. First envelope shall also contain "EARNEST MONEY DEPOST (EMD) in the form of DD payable at any Nationalised bank in Hyderabad, Telangana.
- 12.10.2** Second sealed Envelope super scribed as "**PART-B (Price Bid) Tender for Shop Number for the business of in BHEL Ramachandrapuram Township**", shall contain Rates & Prices filled in the Price Bid format with signature. No other additional papers to be enclosed therein.
- 12.10.3** Tenderer has to submit **PART –A and PART –B documents separately for each and every shop opted for bidding as example given below.**

Envelope -1 (PART A) (for bidding one shop, one envelope)	
Ref : BHEL/HPEP/HR/TA/SA-P1/2020/01 Date 20.10.2020	GENERAL / ESSENTIAL BID FOR SHOP NO..... Community –SC <input type="checkbox"/> ST <input type="checkbox"/> Others <input type="checkbox"/>
From Bidder Name..... Address..... Existing Shop No..... (Put Nil if no shops are availing in Township)	To, AGM/TA BHEL, RAMACHANDRAPURAM, HYDERABAD, TELANGANA- 502032 PART-A (Technical cum Commercial Bid) Tender (PHASE –I) for Shop Number for the business of in BHEL Ramachandrapuram Township

Envelope -2 (PART B) (for bidding one shop, one envelope)	
Ref: BHEL/HPEP/HR/TA/SA-P1/2020/01 Date: 20.10.2020	GENERAL/ESSENTIAL BID FOR SHOP NO..... Community –SC <input type="checkbox"/> ST <input type="checkbox"/> Others <input type="checkbox"/>
From Bidder Name..... Address..... Existing Shop No..... (Put Nil if no shops are availing in Township)	To, AGM/TA BHEL, RAMACHANDRAPURAM, HYDERABAD, TELANGANA- 502032 PART-B (Price Bid) Tender (PHASE –I) for Shop Number for the business of in BHEL Ramachandrapuram Township

13 Other Information:

- 13.1** The PART-A (Technical cum Commercial Bids) bids will be opened on the same day at **3.00 PM** in presence of the Tenderers or their authorized representatives. After ascertaining the techno-commercially suitability of the offers, the price bids of techno-commercially acceptable tenderers will



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be opened on a specified date which will be communicated to the tenderers for participation to witness the same.

13.2 Acceptance of the bid will be intimated to successful tenderer through a Letter of Intent (LOI) and this letter will be treated as authorization for allotment of shop on licensed basis. The tenderer shall sign the said copy of LOI and send to the Estate Officer, BHEL, RC Puram, Hyderabad, within fifteen days (15) from the date of receipt of the same. In the event of failure on the part of the tenderer to sign and return the LOI within the specified time, BHEL shall have the right to black list the tenderer in-line with BHEL policy. The decision of BHEL shall be final and binding on this matter.

13.3 **Subletting of Licensed Premises in full or part is STRICTLY PROHIBITED.** If noticed at any point of time, License shall be terminated and cancelled not limiting to forfeiting of Security Deposit and / or seizing of Vendor's material in the shop.

13.4 **In case of death of the Vendor during Agreement period, License shall be cancelled forthwith.**

13.5 Vendors shall abide by the changes made in the Shop Allotment Policy like unit rates / License Fees / Water charges / Electrical Charges etc., by BHEL, from time to time, and enter into a new agreement, if required.

13.6 Irrespective of minimum amount of sale, 80% of the sales shall be "CASHLESS".

13.7 Tenderers has to bear all the expenditure for establishment of businesses or trading including Supply, Installation, Transportation, Manpower, Tools & Tackles, periodical Maintenance, spares & accessories etc., all complete in the cost of bidders.

13.8 This is Bidder's responsibility to obtain knowledge and physical inspection of opted shops for bidding before submission of tender.

13.9 The bidder agrees to maintain the interior and the exterior of the licensed premises in good tenable repair at all times during his occupation of the same at his own cost and expenses. However, on account of such expenses and costs, the bidder shall not be entitled to claim any compensation or rebate in the License Fee reserved in this tender.

13.10 That the bidder shall not carry out any additional/alteration of permanent nature, except minor repairs and interiors of temporary nature. **No structural change will be permitted.**

14 Discrepancy in "words" & "Figures":

14.1 The Unit Price quoted in the tender shall be in figure as well as in words. If there is a discrepancy between words and figures, the amount in words shall prevail.

14.2 Other than Unit Rate, if there is such discrepancy in an offer, the same shall be conveyed to the tenderer with target date upto which the tenderer has to send his acceptance on the above lines and if the tenderer does not agree to the decision of BHEL, the bid shall be liable to be rejected.

15 General Conditions of business:

15.1 Bidder shall submit their bids for Permissible businesses only. The **Non – permissible and banned** businesses are mentioned in **Annexure II.**

15.2 If feasible, water supply point shall be given by BHEL to the nearest possible location of the shop, if requested by the bidder with applicable terms and conditions of NIT.

15.3 Vendor, at his own cost, has to install required pipeline network from above input point, along with a water meter at that point, to his shop.

15.4 For the businesses of selling Food products, packaging food products prevailing Government rule shall be applicable and bidder should be abide by the norms and restriction set by the Government.

15.5 It is bidder responsibility to maintain the premises **clean & hygienic**. The waste/ scrap will be segregate as wet and dry and disposed outside of the township.

15.6 Spitting is strictly prohibited in the township. If found, Penalty will be imposed as per prevailing rules.



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15.7 Usage of Single Use Plastic is prohibited in township. If found, Penalty will be imposed as per prevailing rules.

15.8 Engagement of Child labour below the age of 18 years **is strictly prohibited** as per Government Rules.

16 Payment of Electricity and Water Charges, Conservancy Charges etc. and Powers of Company in the event of Default of Payment:

16.1 That the LICENSEE agrees that during the period when it remains in occupation of the licensed premises, it shall pay in full, without demur or any reservations, all, electricity and water consumption charges, as demanded from it in respect of the licensed premises. Such charges, shall be payable on actuals (as intimated to the licensee by the Company) if the connection is from the concerned utility. In case the connection is not from the concerned utility, then the charges shall be payable as determined by the Company in accordance with the rates fixed by the COMPANY in this behalf from time to time. The LICENSEE shall also pay Professional Tax if any imposed by the concerned authorities.

16.2 The LICENSEE further agrees to bear all necessary conservancy charges and bills for such charges preferred by the COMPANY shall be payable by the LICENSEE within 7 (seven days) from the date of presentation of the bill failing which **1.5% interest per month will be levied and recoverable from the Security Deposit.**

16.3 The Licensee agrees to pay all bills for electricity / water supply etc., within 7 (seven) calendar days from the date of presentation of the bill(s). In the event of default in making the payment of the bill(s), the supply of the service may be disconnected or discontinued by the Company, without any further notice and without prejudice to the Company's right to terminate the agreement.

16.4 However, the COMPANY shall restore the service(s) immediately after the payment of all outstanding dues along with reconnection charges as fixed by the COMPANY from time to time for each service.

16.5 **The recovery of penalty on default payment from the licensee will be minimum of Rs. 500/- p.m. or 1.5% interest per month on outstanding dues, whichever is higher.**

17 Maintenance of License Premises:

17.1 The Licensee agrees to maintain the interior and the exterior of the licensed premises in good tenantable repair at all times during his occupation of the same at his own cost and expenses. However, on account of such expenses and costs, the Licensee shall not be entitled to claim any rebate in the Licensee Fee reserved hereby or for extension of the tenure of the License.

17.2 The Licensee shall always keep the Licensed Premises maintained in neat, clean and hygienic condition to the satisfaction of the COMPANY.

17.3 The Engineer-in-charge of maintenance, or any other authorized representative of the COMPANY shall at all times during the working hours, have free access to every part of the premises allotted to the LICENSEE for the purpose of inspection and also to carry out the necessary major repairs and other annual maintenance works.

17.4 That the LICENSEE shall not carry out any additions / alteration of permanent nature, except minor repairs and interiors of temporary nature. No structural change will be permitted.

17.5 That the LICENSEE shall make good any damage caused to the said premises at his own expenses (normal wear and tear being excepted). The decision of the COMPANY or any officer authorized on its behalf shall be final and binding on the LICENSEE.

17.6 The major structural repairs of the Licensed Premises, if necessary, shall be carried out by the Company. For the purpose of carrying out such repairs, the Company may call upon the Licensee to handover, vacant and physical occupation of the Premises to the Company for the period requisite for carrying out the repairs as adjudged by the Company.



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- 17.7 The Licensee shall not be entitled to claim any compensation for direct or indirect losses arising out of such handing over of occupation of the premises to the Company. However, the original term of the License Agreement shall be correspondingly increased by the duration for which the Licensee remains out of occupation and use of the premises owing to such repairs being carried out.
- 17.8 In the event, the occupation of the Licensed Premises cannot be restored to the Licensee within a period of six months after carrying out the repairs, the Licensee may terminate the License Agreement by serving the one month notice.

18 Remedies for Breach and Termination of License::

Suggested breach(es) for imposing penalty under this clause are those which are minor in nature and do not call for immediate termination of license agreement, e.g. obstructing pathway by keeping materials/goods, extending shop in verandah etc.

- 18.1 Except in so far as is specifically provided for in this Agreement, in case of breach or non-observance of the terms and conditions of this agreement by the LICENSEE or employees / agent, the COMPANY may, without prejudice to its right to terminate / revoke the License granted under this Agreement on that account, take one or more of the following actions against the LICENSEE:
- (a) Impose penalty for a sum of Rs.500/- (Five Hundred Rupees) per day during which the violation or non- compliance of any provision of this Agreement continues. In the event, the Licensee is found to be habitually violating the provisions of the Agreement, then the penalty shall be calculated at a rate of Rs. 1000/- (One thousand Rupees) per day during which the violation or non-compliance continues. The decision of the Company in this behalf shall be final and the amount as adjudged by the Company would, unless paid in full within 7 (Seven) calendar days from the date of raising of the demand, be deducted, from the Security Deposit of the Licensee.
 - (b) Forfeit the security deposit in whole or in part to make good any loss caused to the Company or to the Licensed premises.
 - (c) Suspend the use of the licensed premises by the Licensee for a period not more than 90 (Ninety) days in respect of each such violation or non- compliance.
- 18.2 Notwithstanding anything to the contrary contained in this agreement, this Agreement may be terminated at any time by either party by giving one month notice in writing to the other Party without assigning any reason.
- 18.3 The shop will be allotted on "**As-is-Where-is**" basis. The allottee will not be paid any compensation, damages towards dismantling, removal of any infrastructure, temporary structures, interiors etc., which he / she may have done for running trade / business during the license period, at the time of expiry / termination of license / vacation of premises on account of any reason whatsoever.
- 18.4 On termination of the License as per clause 19.2, the LICENSEE binds himself to remove all his properties from the said premises and shall handover the vacant premises to the COMPANY, repair all damages within the period of the notice for termination / vacation.
- 18.5 The temporary construction / structure if any, erected by the LICENSEE shall be removed at his own cost and the premises would be restored as it was handed over.
- 18.6 In case of termination of the License in any manner, the LICENSEE shall not be entitled to claim any compensation from the Company or seek recovery of investments or an alternate premise.
- 18.7 **In the event of insolvency or DEATH or conviction in a court of law for an offence involving moral turpitude of the LICENSEE, the license shall be CANCELLED forthwith.**



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18.8 That the vacation of the premises on expiry of the license period is essence of the Contract failing which the Company will be entitled to claim penal charges for unauthorized occupation @ 200% of the License fee but in no case less than Rs 1000/- (One thousand Rupees) per day. This shall be in addition to the license fee payable herein.

19 Cost of stamping and execution:

That the LICENSEE shall bear the cost of stamping and execution of this agreement.

20 Compliance of Laws:

- 20.1** That during the period when the successful bidder/LICENSEE remains in occupation of the Licensed premises, the LICENSEE agrees to abide by the provisions of all applicable central or state laws and rules or regulations framed thereunder applicable to his trade or his use of the licensed premises and shall bear all costs towards compliance of the said provisions on his own account. Without prejudice to the generality of the foregoing, in particular, the LICENSEE shall comply with the provisions of the Employment of Children Act, 1938, Shops and Commercial Establishment Act of the State etc.
- 20.2** The Successful bidder/ LICENSEE also agrees to obtain at his own cost and expense all licenses, permissions, permits or clearances from the concerned authorities as necessary for use of the licensed premises by the Licensee or for carrying out the trade from the said premises.
- 20.3** The Successful bidder/ LICENSEE also agrees to comply with at his own cost any regulation, direction or order of any regulatory or statutory authority or judicial or quasi-judicial body or local authority with regard to the use of the licensed premises by the Licensee or the trade carried out there from during the period he is or remains in occupation of the licensed premises.
- 20.4** That the Successful bidder/ LICENSEE shall pay all taxes, levies, cesses, fees or charges of whatsoever description, with all enhancements in relation to the said occupation or use of the licensed premises and / or the trade carried on in and from the said premises as is to be paid or assessed by the authorities concerned during the period when the licensee remains in occupation of the licensed premises.
- 20.5** The Successful bidder/ Licensee understands and agrees that the premises under occupation by and under this Agreement may be inspected from time to time by officials of the concerned statutory or local or regulatory authorities Agencies and that any observation, order passed consequent upon such inspection shall be complied with by the Licensee at his own cost and expense.
- 20.6** The fine or other penalty of whatsoever description, imposed by the concerned authority in respect of any violation or the non-compliance of any applicable provision shall be paid by the Licensee.
- 20.7** The Successful bidder/ LICENSEE agrees to keep the Licensor / Company harmless and hold it indemnified on account of any loss or damages sustained or expenses or costs incurred by the Licensor in order to defend any proceeding brought against it or on account of use of the licensed premises by the Licensee or to ensure compliance of the central and the state laws, rules, regulations made thereunder or regulations, directions or orders of any regulatory or statutory authority or judicial or quasi-judicial body or local authority as applicable to the trade of the licensee or to the use of the licensed premises by the Licensee.
- 20.8** The Successful bidder/ Licensee shall, without demur or reservations, forthwith pay in full, the sum of money as damage charges as demanded by the Licensor in terms of clause 21.7 as above.

Signature of the Tenderer

Date:



BHARAT HEAVY ELECTRICALS LIMITED
HPEP, RAMACHANDRAPURAM, HYDERABAD-502032
(TOWNSHIP ADMINISTRATION)

Place:

PART-A (TECHNICAL CUM COMMERCIAL BID)

ANNEXURE-I

EMD, RESERVE LICENSE FEE, SHOP DETAILS

Bids are invited for the following shops located at the BHEL, Ramachandrapuram Township, Hyderabad-502032.

S.No.	Shop Code	Category G-General E-Essential	Area	Shop Area (sft.)	RLF for the shop in Rs.	EMD Amount (RLF x 3 months) in Rs.	Reserved for
1	A003	G	NH-I	311.91	5740.00	17220.00	Open
2	A004	G	NH-I	311.91	5740.00	17220.00	Open
3	A007 (*)	E	NH-I	311.91	3200.00	9600.00	Open
4	A021	G	NH-I	341.00	6280.00	18840.00	Open
5	A022	G	NH-I	341.00	6280.00	18840.00	Open
6	A026	G	NH-I	178.25	3290.00	9870.00	Open
7	A029	G	NH-I	173.30	3200.00	9600.00	Open
8	A031	G	NH-I	186.00	3430.00	10290.00	Open
9	A033	G	NH-I	87.83	1630.00	4890.00	Open
10	A035	G	NH-I	93.00	1720.00	5160.00	Open
11	A036	G	NH-I	93.00	1720.00	5160.00	SC category
12	A038	G	NH-I	102.26	1890.00	5670.00	SC category
13	A039	G	NH-I	86.11	1600.00	4800.00	Open
14	A040	G	NH-I	91.49	1700.00	5100.00	Open
15	A045	G	NH-I	157.58	2910.00	8730.00	Open
16	A047	G	NH-I	96.44	1790.00	5370.00	Open
17	A054	G	NH-I	90.42	6380.00	19140.00	SC category
18	A057	G	NH-I	69.97	1300.00	3900.00	ST category
19	A081	G	NH-I	213.13	3930.00	11790.00	Open
20	A083	G	NH-I	284.00	5230.00	15690.00	Open
21	A088 (**)	G	NH-I	229.00	4230.00	12690.00	Open
22	A094	G	NH-I	124.32	2300.00	6900.00	Open
23	A096	G	NH-I	84.39	1500.00	4500.00	Open
24	A154	G	NH-I	223.57	4120.00	12360.00	Open
25	A157	G	NH-I	110.22	2040.00	6120.00	SC category
26	A171	G	NH-II	110.00	3510.00	10530.00	SC category



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27	B208	G	NH-II	237.67	2040.00	6120.00	Open
28	B209	G	NH-II	237.67	4160.00	12480.00	Open
S.No.	Shop Code	Category G-General E-Essential	Area	Shop Area (sft.)	RLF for the shop in Rs.	EMD Amount (RLF x 3 months) in Rs.	Reserved for
29	B211	G	NH-II	135.63	2510.00	7530.00	Open
30	B214	G	NH-II	72.33	1350.00	4050.00	ST category
31	B219	G	NH-II	132.61	2460.00	7380.00	Open
32	B222	G	NH-II	86.11	1600.00	4800.00	Open
33	C305	G	NH-III	83.64	1550.00	4650.00	SC category
34	D403	G	NH-IV	223.89	4130.00	12390.00	Open
35	D405	G	NH-IV	341.00	6280.00	18840.00	Open
36	D408	G	NH-IV	103.33	1850.00	5550.00	Open
37	D434	G	NH-IV	291.06	5370.00	16110.00	Open
38	K006	G	TC	69.32	1290.00	3870.00	ST category
39	T902	G	TC	376.74	6930.00	20790.00	Open
40	T906	G	TC	344.45	6350.00	19050.00	Open
41	T907	G	TC	237.67	4380.00	13140.00	Open
42	T911	G	TC	162.75	3010.00	9030.00	Open
43	T914	G	TC	276.09	5100.00	15300.00	Open
44	T916	G	TC	452.08	8320.00	24960.00	Open
45	T929	G	TC	87.83	1550.00	4650.00	SC category

1. Bidders can prefer to bid for any one or maximum up to three shops subject to meet the conditions in NIT.
2. Bidders belonging to SC and ST community under identified shops can alone participate in the tender. Tenders submitted by any community other than indicated one will not be considered and will be summarily rejected.
3. The Business has been defined under Essential/General category and bidder should bid and opted for the defined businesses only.
4. Any other business except banned as well as Non-Permissible businesses can be opted for bidding.
5. The business of selling raw meat /Non-veg items is applicable only to the shop number A088. The business related to selling of raw meats, are not permissible to any other shops as listed above.
6. Monthly License fee shall be the highest Quoted price of successful bidder, subject to fulfil the terms & conditions of NIT

(*) The Shop no CA007 is exclusively for Medical chemist/Druggist under Essential Category

() The Shop no CA088 is exclusively for Raw Meat Selling under General Category**

Signature of the Tenderer



BHARAT HEAVY ELECTRICALS LIMITED
HPEP, RAMACHANDRAPURAM, HYDERABAD-502032
(TOWNSHIP ADMINISTRATION)

Date:

Place:

PART-A (ANNEXURES & FORMATS)

ANNEXURE-II

LIST OF BANNED & NON PERMISSIBLE BUSINESSES

- A. List of business which are **banned** in BHEL Township, Hyderabad are as below:
1. Liquor Shop
 2. Casino, lotteries and gambling and similar
 3. Dance Bars
 4. Narcotic drugs & similar
 5. Night Clubs & Similar
 6. Bars / Pubs / Bar & Restaurant
 7. Pawn Brokers & Chit funds
 8. Weapons and related
 9. Gutkha, Cigarette and similar
 10. Water treatment plants for supplying water outside of BHEL Township
 11. Any other Activities / Businesses, which are illegal under Criminal Law / as per applicable statues.
- B. List of business which are **non-permissible** in specific for this tender in BHEL Township, Hyderabad are as below:
1. Water Treatment Plant-Like RO Plant
 2. Storage, drying and seed dressing
 3. Flour mills, hulling mills
 4. Heat treatment Plant, Welding shop
 5. Manufacturing or selling of plastic materials and objects.
 6. Pet Businesses.

Notes:

1. **The offers of the bidders who quote to run any of the above business(es) shall be summarily rejected.**
2. In case, a business run by a licensee is subsequently notified as a Banned Business at a later stage, such licensee may at his / her option switch over to one permissible General business after obtaining written consent from BHEL, Hyderabad.

Signature of the Tenderer

Date:

Place:



BHARAT HEAVY ELECTRICALS LIMITED
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PART-A (ANNEXURES & FORMATS)

ANNEXURE III

Model Affidavit Format

(To be printed on Non-Judicial Stamp Paper of value Rs 100/- is required for affidavit to be sworn before a First Class Magistrate or a Notary in the State of Telangana as per Indian Stamp Act, 1899)

AFFIDAVIT OF Mr. / Mrs /Miss _____

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

1. I state that I currently reside in the aforesaid premises within the jurisdiction of _____ Police station.
2. I state that the names of my parents and spouse are as follows:

(a)	Father	
(b)	Mother	
(c)	Wife/Husband	
3. I state that I have not been black listed by Central / State government or Public Sector establishments or by Public Sector banks or any other Governmental Authorities or Instrumentalities of the State.
4. I state that I have never been arrested, kept under detention or prosecuted nor have I been fined by any court of law.
5. I have not been accused by any Governmental Authority of engaging in any illegal or anti-national activity.
6. No warrant or summons for my appearance, and no warrant for my arrest has been issued by a court under any law for the time being in force.

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

Signature of the Tenderer

Solemnly affirmed at _____ on this the _____ day of _____ 2021 and signed his name in my presence.

Sign and seal of the Notary

Date:



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Place:

PART-A (ANNEXURES & FORMATS)

ANNEXURE-IV

CERTIFICATE OF ACCEPTANCE AND NO OBJECTION

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

Further, I/we have checked and fully aware of the current structural conditions of the shop premises which I bid for and I /we have no objection in future to accept the shop premises if allotted, in my name in respect to the structural conditions and fitness of the shop premises.

Signature of the Tenderer

Date:

Place:



BHARAT HEAVY ELECTRICALS LIMITED
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PART-A (ANNEXURES & FORMATS)

ANNEXURE-V

TENDER DETAIL

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

SN	Particulars	To be filled by the Bidder						
1	Name(s)							
2	Proprietorship (or) Partnership: In case partnership, self-attested copy of partnership deed to be furnished.							
3	Identification and Address Proof: Self-attested photocopy of any of the following two should be furnished. (1) Ration Card (2) Voters Identity Card (3) Aadhaar Card (4) Driving License	YES / NO						
4	Duly Notarized self-Certification Affidavit printed on stamp paper of value Rs 100/- shall be submitted in original. The format is furnished in <u>Annexure-III</u>	YES / NO						
5	Self-attested copy of PAN Card. PAN no. to be furnished. In case PAN is not available, the copy of the same shall be submitted within month of allotment.							
6	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Shop no /code</th><th style="width: 45%;">Business proposed</th><th style="width: 30%;">EMD amount submitted</th></tr> </thead> <tbody> <tr> <td style="height: 40px;"></td><td></td><td></td></tr> </tbody> </table>	Shop no /code	Business proposed	EMD amount submitted				
Shop no /code	Business proposed	EMD amount submitted						
7	EMD. Furnish details <ul style="list-style-type: none"> For Online Payment (Provide Transaction id and date of transaction) Through Demand Draft in favor of BHEL (Copy of DD) Through POS in Estate Office (Copy of Sale Receipt) 	Transaction ID/NEFT No : Date : DD NO Date: APR NO Date						



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8	Furnish whether you have already been allotted any shop in BHEL Township, Hyderabad. If so, mention the shop number and name of the business.	
9	EMAIL ID	
10	Contact Details	1 st Contact No 2 nd Contact No
11	Correspondence Address	

Signature of the Tenderer

Date:

Place:



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PART-A (ANNEXURES & FORMATS)
ANNEXURE-VI

DECLARATION OF GST NON-ENROLMENT

TO,

AGM/TA

TOWNSHIP ADMINISTRATION
BHEL RCPURAM HYDERABAD

Dear Sir/Madam,

Sub: Declaration of non-requirement of registration under the Central/State/UT/Integrated Goods and Services Tax Act, 2017

I/We.....(Name of the service provider/business entity), do hereby declare that I/we am/are not registered under the Goods and Services Tax Act, 2017 as (select and fill below for the relevant reason)

-I/We deal in/supply the category of goods or services(Describe the nature of the services/goods) which are exempted under the Goods and Service Tax Act, 2017.

-I/We have the annual aggregate turnover below the taxable limit as specified under the Goods and Services Tax Act, 2017.

-I/We are yet to register ourselves under the Goods and Services Tax Act, 2017.

I/We hereby also confirm that if anytime during any financial year I/we decide or require or become liable to register under the GST, I/we undertake to provide all the requisite documents and information.

I/We request you to consider this communication as a declaration for not requiring to be registered under the Goods and Service Tax Act, 2017.

I/We hereby also confirm that the Company/BHEL shall not be liable for any loss accrued to me/us, due to any registration default with the GST.

Signature of Authorized Signatory/Licensee:

Name of Business/Shop No:

Date:

Stamp/Seal of the business entity:



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PART-B PRICE BID

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

SNo.	Shop No.	Name of the Business	Unit Price against the SHOP NO (bidder has to furnish individual price bid for single shop only. For bidding to more than one shop, separate documents for each shop to be furnished)	
			In figure	In words
1				

Notes:

- Reserve License fee**
Base price/ Reserve License Fee as provided against each shops in Annexure I respectively. The unit quoted price shall be equal to or higher than the Reserve license fee in any condition. The bid shall be rejected summarily, if the unit quoted price is less than RLF.
- Unit price quoted shall be valid for a period of 120 days from the date of opening of Technical cum Commercial Bid.
- Establishment of business and startup are in the bidder's scope only.**
- Bidders are advised to fill in carefully without addition / deletion / correction and quote the price exclusively against Shop number as mentioned in NIT.**
- Bids with addition(s) / deletion(s) / correction(s) shall be summarily rejected.**
- The Unit Price quoted in the Price Bid shall be in figure as well as in words. If there is a discrepancy between words and figures, the amount in words shall prevail.

Signature of the Tenderer

Date:

Place: