

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

NIT FOR LICENSING OUT OF BUILT UP SPACE ON RENT IN 79 BUILDING AT BHEL,
TIRUCHIRAPPALLI - 620014

Issued to: _____

Signature of Officer issuing the documents: N S Brahadesh

Designation: Estate Officer & DGM (HR- Admin. & Estate)

Date of issue:08.2024

This document consists of **26** Pages

O/o The Estate Officer
HR/Administration Department
Building 24
BHEL, Tiruchirappalli
Tamilnadu
Pincode - 620014

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

NIT No:-

Dated:

NOTICE INVITING TENDER

1. Sealed Bids/Offer for Licensing out of built up space on rent at 79 Building at BHEL, Tiruchirappalli – 620 014, is hereby invited in two bid system in the prescribed Performa by the O/o The Estate Officer, HR/Administration Department, Building 24, BHEL, Tiruchirappalli up to 1400 hrs on the date mentioned below.
2. The following organizations are eligible to submit their bids:
 - a) Public Organizations, which, for the purpose of renting, shall mean 3
 - i. Central/ State Government offices
 - ii. Central/ State PSUs and their subsidiaries/ joint ventures.
 - iii. Autonomous bodies/ Boards/ Councils/ Commissions/ Statutory bodies/ Regulatory bodies etc. running with the budgetary support of Government or controlled by the Government or set-up by a Government Act/Executive order.
 - iv. Constitutional bodies, Judicial & Quasi-Judicial bodies and Organizations set up by an Act of Parliament.
 - b) Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks.
 - c) International bodies, and
 - d) Private Organizations with annual turnover of not less than Rs. 5 Crores during last three financial years.

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

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

SN	Stage	Date and Time
a	Last date for receipt of application for issue of bid form	22.08.2024
b	Last date for issue of bid form	22.08.2024
c	Date of pre-bid conference, if any	10.08.2024
d	Last date and time for receipt of sealed bids	UP TO 14.00 Hrs on 23.08.2024
e	Time and date for opening of technical bid	At 14:30 hrs on 23.08.2024

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

**The Estate Officer
HR/Administration Department
Building 24
BHEL, Tiruchirappalli
Pin code – 620 014**

SECTION-II
GUIDELINES TO BIDDERS

1. DEFINITIONS

- a) The **Contract** means the documents forming the NIT document-, offer /bid submitted by bidder and acceptance thereof by BHEL by way of LOI and acceptance thereof by the bidder 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 Built-up Area** shall mean the space described in Section VII of the NIT.
- c) **Vacant Land** - The area excluding built up area, approach roads and parking area shall be considered as vacant land.
- d) The **BIDDER** shall mean eligible organization bidding for the space to be taken on rent under the contract and shall include the legal personal representative or such individual or the persons representing such eligible organizations.
- e) 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.
- f) 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 Limited.
- g) **Department** means Bharat Heavy Electricals Limited and shall include their legal representatives, employees and permitted assigns, who invite NIT on behalf of BHEL.
- h) The **Arbitrator** means the authority appointed as per clause 6 of Section-III.
- i) 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 79 building on rent basis to the organizations as mentioned in para '2' of Section-I. Tentative requisite details of the vacant space are available at SECTION VII. The likely usage for which the said built up space may be put to use is for office purpose, IT & ITES related work, training institutes, educational institutions, hospitals etc. However, the Bidder is required to actually visit the site and its locality to gather all the requisite information before submitting his bid. The bidder shall specifically mention the likely use of the premises /purpose for which the premises is to be taken on License. BHEL reserves the right to decide finally as to whether the premises need to be licensed for such use or not during technical evaluation for qualifying/disqualifying the bids.
- b) Preferably, the initial Licensing period will be 5 years with provision for two extension of maximum duration of 5 years each on mutual agreement basis with escalation in rent after every year provided that such escalation shall be with 5% increase in rent (i.e. @ 5% per annum) of the last rent paid at the time of such revision.
- c) The Bidder shall sign License agreement for the built up space within 1 month of the acceptance of his bid.
- d) The bidder may quote for licensing of the built up space of 79 Building on a specific wing (Left or Right) basis of individual floor as the case may be. If a bidder intends to quote for two (2) wings, the bidder can do so only for the adjacent wing of the same floor.

The built up space available in the 79 Building is detailed below:

Sl. No	Particulars	Wing	Area in Sq.Meters (A)	Area in Sq.Feet (B) = (A)*3.28*3.28	Minimum Reserve Rent Per Month in Rs. (Exclusive of O&M charges* and applicable GST)
1	Ground Floor	Left Wing or West Wing	336	3614.8	86,750/-
		Right Wing or East Wing	420	4518.5	108450/-
2	First Floor	Left Wing or West Wing	336	3614.8	75,900/-
		Right Wing or East Wing	420	4518.5	94,900/-
3	Second Floor	Left Wing or West Wing	336	3614.8	75,900/-
		Right Wing or East Wing	420	4518.5	94,900/-
4	Third Floor	Left Wing or West Wing	336	3614.8	86,750/-
		Right Wing or East Wing	420	4518.5	108450/-
5	Fourth Floor	Left Wing or West Wing	336	3614.8	86,750/-
		Right Wing or East Wing	420	4518.5	108450/-

Note* - In addition to the Minimum Reserve Rent Per Month (Exclusive of applicable GST) mentioned above, operation and maintenance charges at the rate of Rs. 4.00 per sq.ft per month with applicable taxes will be charged and it will be proportionately enhanced with respect to enhancement of the Minimum Reserve Rent. The Third & Fourth Floor of the building is of Modular Office Type.

- e) Allotment of wings will be finalized through e-Auction. All qualified bidders are eligible to participate in e-Auction irrespective of wings quoted in the tender. In case any bidder(s) do(es) not participate in e-Auction, their initial price bid will be considered for ranking. Final decision in this regard, is at the sole discretion of the Licensor.
- f) Common area like Car Parking, Two wheeler parking etc., will be allocated by the Licensor based on the total built up space Licensed to the successful bidders. In case of dispute arising in sharing of common areas like Lift facility, Corridor, Stairs, Parking among the successful bidders, the decision of the Licensor will be final and binding.
- g) Temporary /re-locatable structures required if any may be put up in the Licensed built up area after prior written permission from the Licensor.
- h) Vacant land available within 79 building premises is not covered under the present tender.
- i) CCTVs and any other essential equipment's can be installed in the area possessed by the successful bidder and other common areas after obtaining permission from the Licensor.
- j) Security arrangement of the premises under possession of the successful bidders shall be the responsibility of Licensee. Deployment of security for common area (Security Point) will be arranged by the Licensor.
- k) The charges of Housekeeping in common area for the entire campus including the removal of vegetation in those areas are to be shared by the successful bidders on pro-rata basis.
- l) Installation of firefighting equipment's is mandatory and shall be on the scope of the successful bidder.
- m) That the Licensee shall pay all charges in respect of electric power, light used in the said premises in accordance with the separate meter / sub-meters installed therein during the currency of this agreement including proportionate fixed charges against bills raised by the appropriate authorities beginning from the date of taking over the possession of the said premises. The cost of separate meter /sub-meter including its installations shall be borne by the Licensee.

3. DECLARATIONS

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

4. BID / NIT DOCUMENTS

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

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

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

5. MISCELLANEOUS

- a. The Bidder must use only the prescribed Proforma for the bid document issued by BHEL or downloaded from the website: www.bhel.com and <https://eprocure.gov.in/eprocure/app> 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 Limited 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. Bidder may apply for any location(s) in the circle (out of the locations mentioned in Section VII) in the prescribed format/procedure.
- k. References, information and certificates from the respective bidder submitted in compliance of terms and conditions of the bid document should be duly signed by the authorized signatory. In case of the

documents from a Government organization/ PSUs, it should be signed by the person not below the rank of Executive Officer / Under Secretary or equivalent.

6. METHOD OF APPLICATION

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

7. SUBMISSION & OPENING OF BIDS AND VALIDITY THEREOF:

- a) The Bid shall be in two bid system.
- b) The Bid to be submitted should be in the sealed envelopes in the following manners: -
 - i. The third envelope (sealed) super scribed thereon **“NIT for Licensing out built up space on rent at 79 Building at BHEL, Tiruchirapalli”** should contain the following two envelopes.
 - ii. The first envelope (sealed) super scribed thereon **“Eligibility details”** should contain the, the ‘DECLARATION’ as prescribed in the terms & conditions of the bid document, details in the prescribed proforma & attested copies of the documents/ testimonials/certificates meeting the eligibility conditions.
 - iii. The second envelope (sealed) super scribed thereon Financial Bid should contain financial bid in the prescribed Proforma (SECTION X).
 - iv. Any deviation from the above manner shall render the bid liable for the rejection.
- c) The bidders should submit their bid on or before the prescribed time and date at the address mentioned below in tender box placed at.

“O/o The Estate Officer, HR/Administration Department, Building.24, BHEL, Tiruchirappalli – 620014”

- d) Any bid received after the prescribed deadline of date and time shall not be opened and summarily rejected.
- e) The Eligibility-cum-Technical Bid will be opened in the presence of the authorized representatives of the bidders at 14:30 hrs. on the last date of receipt of the bids.
- f) Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the authorized representatives of the bidders on the date intimated by BHEL.
- g) The bidder’s representatives who are present at the time of opening of bid shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. **(A FORMAT IS GIVEN IN SECTION VI).**
- h) A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- i) The Bidder’s names, modifications, bid withdrawals and such other details as the BHEL may at its discretion, consider appropriate will be announced at the time of opening.
- j) Bid shall remain valid for acceptance for a period of 120 days after the date of opening. The bid in which the bidder has restricted its validity for the period shorter than the aforesaid shall be rejected by BHEL as non-responsive. In certain circumstances, BHEL may request in writing to the bidders for extending validity of their bid.
- k) The un-opened bids if any shall be returned to the bidder after final decision is taken on the bids.

8. CHECKLIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID:

- a) Eligibility cum Technical Bid:
 - i. Declaration in the prescribed Proforma as in Section IV.

- ii. The prescribed bid document with each page duly signed by the authorized signatory with seal in token of acceptance of its terms and conditions in accordance with clause 7.
- iii. Proof of eligibility i.e.
 - a. For Public Organizations - A statement on the letter head of the department / company giving details about their organization.
 - b. For international bodies - A statement on the letter head of the company giving details about their affiliation with UN or any other international organization.
 - c. For reputed private organizations - Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA for the last three years.
- iv. Certificate in case of downloaded bids as per SECTION VIII.
- v. The bidder shall specifically mention the likely use of the premises /purpose for which the premises is to be taken on License. This declaration has to be given in the letter head by the bidder.

b) Financial Bid: -

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

9. EARNEST MONEY DEPOSIT (EMD):

- i. Earnest Money Deposit (EMD) of Rs. 2,00,000 (Rupees Two Lakhs only) shall be paid by the bidders for quoting against any or all wings/parts of the premises covered against the tender.
- ii. The EMD will be accepted only in the following forms.
 - a. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - b. Electronic Fund Transfer credited in BHEL account (before tender opening) - The details are at Annexure-1.
 - c. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - d. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - e. Insurance Surety Bonds
- iii. Bids submitted without EMD will be rejected outrightly and their offers will not be considered for further evaluation.
- iv. MSE benefits (exemption from EMD only for Micro & Small) will be provided in case of submission of Valid UDYAM Registration Certificate.
- v. EMD given by all unsuccessful tenderers will be refunded after award of contract.
- vi. EMD shall not carry any interest.
- vii. EMD of successful tenderer will be retained as part of Security Deposit.
- viii. **FORFEITURE OF EMD:**
 - a. EMD by the tenderer will be forfeited along with applicable GST as per tender documents if:
 - b. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - c. The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract.
 - d. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors"

and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in www.bhel.com.

10. SECURITY DEPOSIT

- i. The Successful Bidder shall deposit advance rent of one month and Interest Free Security Deposit of an amount equal to Six (6) month's rent to the BHEL in the form of Demand Draft drawn on Scheduled Bank in favour of Bharat Heavy Electrical Limited, Payable at Tiruchirappalli within 15 days after the receipt of the LOI along with Draft License agreement. 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 or for any loss or damage caused to the licensed premises. If the cost of such loss or damage caused to the licensed premises by the bidder is not recovered from the SD fully, BHEL shall proceed against the bidder for recovery of the same as per applicable law.
- ii. The Security Deposit will be discharged by the BHEL only after successful completion of the License period and handing over of premises in good condition to authorized representative of BHEL.

11. EVALUATION OF BIDS:

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

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

- a. BHEL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of 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.

13. ISSUE OF LETTER OF INTENT (LOI)

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

14. SIGNING OF CONTRACT

- i. The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of License to the bidder(s). Detailed License agreement as per Section IX shall be signed within 15 days from the date of receipt of Security Deposit.
- ii. The responsibility for registration / documentation of this indenture would be that of the Licensee and all expenses in that regard would be borne by the Licensee.

15. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 10 (i) shall constitute sufficient ground for the annulment of the award in which event the BHEL shall call for fresh bids.

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 rent within the period prescribed, the BHEL shall be entitled to recover amount with interest at the rate of bank rate (presently ***%) 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, BHEL shall be at liberty to enter in to fresh contract/s in respect of the respective premises either in full or in parts with any other parties chosen by BHEL, without any financial implications being imposed by the original bidder on BHEL arising out of such termination.

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 13, 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. ARBITRATION

Except as otherwise provided elsewhere in this NIT, and subject to the rights of BHEL /Licensor available under the Public Premises (Eviction of Unauthorized Occupants), Act, 1971 and all applicable laws in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall

thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, BHEL, **Tiruchirappalli** may refer such disputes to a sole arbitrator (chosen from the name(s) provided by BHEL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act 1996, any amendment thereof and any notification issued or rules made there under from time to time.

The venue of the arbitration proceeding shall be **Tiruchirappalli**.

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such cost or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

SECTION IV
DECLARATION

To,

**The Estate Officer
HR/Administration Department
Building.24
BHEL, Tiruchirappalli
Pincode - 620014**

Sub: Submission of NIT for Licensing out built up space in 79 Building at BHEL, Tiruchirappalli - 620014.

Dear Sir,

I/We have read and examined the NIT document, terms and Conditions thereof and other documents and Rules referred to in the NIT document and all other contents in the NIT document for Licensing out the built up space.

I/We hereby submit our bid for as per the stated scope of work within the specified time schedule.

I/We hereby submit all the documents mentioned in the NIT document.

I/We agree to keep the offer open for One Twenty (120) days from the last due date of submission thereof and not to make any modifications in its terms and conditions. If, I/We withdraw my/our offer before the said period or before issue of letter of acceptance, whichever is earlier, or makes any modifications in my/our offer BHEL shall without prejudice to any other right or remedy, be at liberty to cancel the bid. Further, if I/We fail to occupy the space allotted to us within one month and fail to sign the License deed within prescribed time, I/We hereby agree that the said BHEL shall without prejudice to any other right or remedy, be at liberty to cancel the bid.

Signature of the Bidder

Seal of Bidder

Place:

Date:

SECTION V

BID FORWARDING LETTER

NIT No. _____ Date _____

To

**The Estate Officer
HR/Administration Department
Building.24
BHEL, Tiruchirappalli
Pincode - 620014**

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 79 Building 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.

Dated this ____ day of ____ 20__

Name and Signature _____

In the capacity of _____

Duly authorized to sign the bid for and on behalf of _____

witness _____

Address _____

Signature _____

SECTION VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before bid opening)

To

**The Estate Officer
HR/Administration Department
Building.24
BHEL, Tiruchirappalli
Pincode - 620014**

Subject: Authorisation for attending bid opening on _____ (date) in
the NIT of _____.

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

Order of Preference Name Specimen Signatures

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 authorisation as prescribed above is not recovered.

SECTION VII

DETAILS OF SITE OR AREA AVAILABLE IN 79 BUILDING (BHEL PREMISES) FOR LICENSING OUT ON RENT:

Sl.No	State	Name of the District	Name of the City/Town/Village	Name of the Building with Complete Address	Particulars	Wing	Area Available for Renting	
							Area in Sq.Meters	Area in Sq.Feet
1	TAMILNADU	TIRUCHIRAPPALLI	KOOTHPAR	79 BLDG, BHEL, TIRUCHIRAPPALLI-14	Ground Floor	Left Wing or West Wing	336	3614.8
2						Right Wing or East Wing	420	4518.5
3					First Floor	Left Wing or West Wing	336	3614.8
4						Right Wing or East Wing	420	4518.5
5					Second Floor	Left Wing or West Wing	336	3614.8
6						Right Wing or East Wing	420	4518.5
7					Third Floor	Left Wing or West Wing	336	3614.8
8						Right Wing or East Wing	420	4518.5
9					Fourth Floor	Left Wing or West Wing	336	3614.8
10						Right Wing or East Wing	420	4518.5

Detailed attributes of vacant space:

- A. As detailed in the table above
- B. Common Area in Each Floor is 134.41 Sq. Meters.
- C. Whether separate entry is available or not - Yes, available for each wing through common space.
- D. Lift availability - Yes
- E. Power back up availability - Not Available
- F. Deployment of Security in Common Area (Security Point) - Yes
- G. Third & Fourth Floor of 79 building is modular office type.

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 RENTING OUT SPACE

(As per Annexure-2)

SECTION X
PRICE SCHEDULE
FINANCIAL BID

To

The Estate Officer
HR/Administration Department
Building.24
BHEL, Tiruchirappalli
Pincode - 620014

Sir,

With reference to the NIT no. _____ dated _____, _____ I/We offer the following price to take the said premises of BHEL on License basis in accordance with the terms and conditions mentioned therein, as under:

Sl. No	Floor & Wing	Total Super built-up area (Sq.Mtr)	Monthly License rent Per Square Meter of Plinth area excluding O&M charges and applicable taxes (In Rupees)	Total monthly Rent excluding O&M charges and applicable taxes (In Rupees)	Total monthly rent excluding O&M charges and applicable taxes (In words)	Likely usage of the rented space
1	Ground Floor – Left Wing/West Wing	336				
2	Ground Floor – Right Wing/East Wing	420				
3	First Floor – Left Wing/West Wing	336				
4	First Floor – Right Wing/East Wing	420				
5	Second Floor – Left Wing/West Wing	336				
6	Second Floor – Right Wing/East Wing	420				
7	Third Floor – Left Wing/West Wing	336				
8	Third Floor – Right Wing/East Wing	420				
9	Fourth Floor – Left Wing/West Wing	336				
10	Fourth Floor – Right Wing/East Wing	420				

* To be filled by the officer inviting NIT.

**-. Strike off whichever is not applicable

Yours Faithfully

Signature of the Authorised Signatory of the Bidder with seal

- i. Amount to be mentioned clearly in Indian form of international numerals.
- ii. No corrections/alterations are permitted while mentioning the amount.
- iii. Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.

E-PAYMENTS**1. PAYMENT THROUGH SBI COLLECT**

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL-Tiruchirappalli through SBI e-collect.
- Vendors (EMD and SD Payments payable by others) can utilise this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click “PROCEED”
3. Select State “TAMILNADU “and Institution type “INDUSTRY “.
4. Select “BHEL TRICHY under “INDUSTRY”.
5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.
6. If all details entered are correctly populated, click “CONFIRM “to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click “PROCEED”
4. Select “PAYMENT HISTORY “option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with any other information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

2. PAYMENT THROUGH ELECTRONIC FUND TRANSFER CREDITED IN BHEL ACCOUNT

NAME OF ACCOUNT HOLDER	:	BHEL, TRICHY
NAME OF BANK	:	STATE BANK OF INDIA
NAME OF BRANCH	:	HEAVY ELECTRICALS, KAILASAPU RAM,
ACCOUNT NUMBER	:	10891588977
TYPE OF ACCOUNT	:	CC
MICR CODE	:	620002004
IFSC CODE	:	SBIN0001363
BRANCH CODE	:	01363

STANDARD LICENSE AGREEMENT (SLA)

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

BETWEEN

BHARAT HEAVY ELECTRICALS LIMITED, a Government Company incorporated under Companies Act 1956 and having its registered office at BHEL HOUSE, SIRI FORT, NEW DELHI - 110049 and also having inter alia one of its Unit/office at (hereinafter referred as 'BHEL' or 'Licensor' which expression shall include its successors, assigns, administrators, liquidators and receivers, wherever the context of meaning shall so require or permit) of the ONE PART

AND

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

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS: -

Whereas BHEL /Licensor has invited the NIT No. dated for
..... Based upon the evaluation of NIT Licensee
..... has been short listed for on the terms &
conditions as agreed herein in this agreement.

NOTE: Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

1. In consideration of the rent/license fees hereinafter reserved and of the other conditions herein contained, the Licensor agrees to license and Licensee agrees to take on LICENSE the premises known as
.....together with all fixtures and fittings standing and being thereon building related services (external & internal called "THE SAID PREMISES") more particularly described in SCHEDULE A.
2. The LICENSE shall commence/shall be deemed to have been commenced on theDay of Two thousand and
and shall, subject to the terms hereof, continue for a term of year(s) with an option to extend the period of LICENSE for a further term as set out in Clause 19 hereof.
3. The Licensee shall, subject to the terms hereof, pay monthly rent/license fees for the said premises at the rate of Rs..... per month which shall be deemed to be exclusive of maintenance charges, all the taxes and other charges payable to municipal or other local/state/other bodies (except Property Tax). The rent along with operation & maintenance charge as stipulated in para 4 is payable in advance before 10th of every month failing which the amount with interest at the rate of bank rate (presently *** %) plus 4% for the period of delay shall be recovered by BHEL (Licensor). In the event of the tenancy hereby created, being terminated as provided by these presents, the Licensee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination beyond lock in period of 3 months. The License Fees specified in this agreement are subject to annual revision, effective on the 1st of April each calendar year. However, in the case of allotments made between October 1st and March 31st, the License Fees shall remain unchanged on the 1st of April in the immediate year. Conversely, for allotments made on or between April 1st and September 30th, the License Fees shall be subject to revision on the 1st of April in the subsequent year. This provision is established to ensure a fair and transparent approach to the periodic adjustment of License Fees, taking into consideration the timing of allotments within the fiscal year.

4. The operation and maintenance charges at the rate of Rs. 4.00 per sqft per month with applicable taxes will be charged over and above the monthly rent and it will be proportionately enhanced with respect to enhancement of the rent. The operation and maintenance of the following items are covered under the said charges:
 - i. Electrical fixtures, fittings, lightings in common area and compound lights and pumps
 - ii. Lifts
 - iii. Water Supply
 - iv. Water treatment plant.
 - v. Sewerage Treatment Plant (STP).
 - vi. Deployment of Security in Common Area (Security Point)
 - vii. Housekeeping & Sanitation of the common area.

Security arrangement of the premises under possession of the Licensee shall be the responsibility of Licensee. Licensor (BHEL) shall not be responsible for any loss of installation, equipment etc. The rate of maintenance charges as stated in Para 4 above are exclusive of electricity, water charges etc.

5. That the Licensee has to deposit 6 months rent, a sum of Rs.....(Rupees) as Security Deposit vide details The SD will carry no interest paid by BHEL and same shall be refunded at the time of the premises having been handed back properly to the Licensor with the fittings and fixtures etc. in good condition, all alterations made with due permission of Licensor are restored at the option of BHEL, all dues having been cleared. Otherwise the same shall be adjusted against the said security deposit.
The Licensee shall also pay a sum of Rs.....(Rupees), 1 month rent, as Advance Rent.
6. The Licensor shall have right to adjust from security deposit, as decided by licensor, which has to be incurred by licensee on account of major damages to the building/premises. In case of failure to arrive at a consensus amount of damage the decision of the BHEL shall be final and binding on the licensee. The Licensee shall not be liable to pay normal wear and tear. If he is aggrieved with decision of BHEL then he may have opportunity to represent his case, before Head of Unit (HOU), BHEL, Tiruchirappalli.
7. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule B and the Licensee shall upon the expiration of the term hereby created or any renewal thereof and subject to clause 15 hereof yield up the said premises including fixtures and fittings in as good a condition as received.
8. The Licensee shall be entitled to use the said premises only for allotted purpose and/or lawful business of Licensee and is not detrimental to the interest of the Licensor.
9. The Licensee shall not sublet assign or otherwise part with the whole or any part or parts of the said premises during the period of tenancy nor will allow at the time of vacating the premises and will handover peacefully vacant possession to the Licensor or his authorized agent.
10. That the Municipal Tax (except Property Tax) or other local tax levied by local authority and water charges are borne by the Licensee proportionately including any future revision with retrospective effect for the period and area of occupation. Any other tax or any hike imposed by the appropriate authority is to be borne by the Licensee. Goods and Services tax at the prescribed rates is to be borne by the Licensee. It is made absolutely clear, in this deed that it shall be the sole responsibility of the Licensee to pay all such charges as stated in paras 9 & 10 to Govt. and /or other Govt. authorities. It is agreed that in case the lesser is required to pay or forced to pay such taxes, charges, the Licensor may pay the same and deduct the same from the security deposit, in such events, short fall in any security deposit during the currency of agreement shall be payable by Licensee with the following monthly rent payable, so as to secure deposit of Rskeeps deposited with Licensor throughout the

LICENSE period. The LICENSE is subject to the local authority bye laws. The Licensee shall comply with municipal and other charges. If the Govt/local authority objects to LICENSE out the BHEL premises, then the bidder has to vacate the same and BHEL shall not be liable to pay any compensation for the same.

11. That the Licensee shall pay all charges in respect of electric power, light used in the said premises in accordance with the separate meter / sub-meters installed therein during the currency of this agreement including proportionate fixed charges against bills raised by the appropriate authorities beginning from the date of taking over the possession of the said premises. The cost of separate meter /sub-meter including its installations shall be borne by the Licensee.
12. That at the time of occupation, the Licensee shall see the conditions of all fittings and fixtures and shall be responsible to restore this in the same condition in which they have been taken over except natural wear and tear.
13. That the Licensee shall allow the Licensor or his authorized agent to enter the said premises at the reasonable hours or when necessary for inspection/repair etc.
14. The responsibility for registration / documentation of this indenture would be that of the Licensee and all expenses in that regard would be borne by the Licensee. The registration of this agreement should be got done by the Licensee within a period of months (*time period as per local laws, rules and regulations to be mentioned*) from the date it is signed. One copy of the registered document would be supplied by the Licensee to the Licensor within 15 days of the registration thereof.
15. That the Licensee shall be entitled to erect and fix up partitions, cubicles and other fixtures and fitting and meters into or upon the said premises or any part thereof after getting approval of the same from the Licensor provided that same shall in all events confirm the building bye laws of the authority concerned for time being. However, at the expiry of this LICENSE or extension if any, the Licensee will hand over vacant possession of the said premises in its normal original condition after removing at its own cost all and fixture installed by the Licensee. The Licensee shall not make any structural changes, addition/alterations in the premises without written permission from BHEL.
16. That day to day repairs arising out of the normal wear and tear or resulting from any modifications by the licensee at his own cost but any major structural repair may be done by licensor at his own cost. Licensor shall have power to remove any fixture/fitting or modifications done by the licensee if it is felt that such changes has done under clause 15 will damage the structure of the building.
17. The Licensor shall not be liable for loss of profit or loss of goodwill arising from the occupation of the said premises by the Licensee and the Licensee shall make no claim in respect thereof.
18. The Licensee agrees with the Licensor to abide by the terms and conditions of the LICENSE deed and shall peacefully enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance to the Licensor by him or any person claiming by or through or under them.
19. If the Licensee shall be desirous of extending the LICENSE of the said premises after the expiration of the term hereby granted, it will give a request in writing to the Licensor not less than two months before the expiration of the term hereby granted to the Licensor. Thereupon the Licensor may renew the LICENSE for a further period of 5 years in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal provided that such revision shall be with revision of rent/license fee. However, it is agreed condition that if no such mutual agreement is reached the Licensee shall vacate the premises on the expiry of the time of LICENSE deed. On agreement, only two such extensions of maximum duration of 5 years each may be considered and the Licensee shall have to vacate the premises after expiry of license period.
20. The Licensor shall be entitled to terminate the LICENSE at any time giving to the Licensee a Two-months advance notice in writing of its intention to do so.
21. That in case of default of non-payment of the LICENSE amount for the maximum period of three (3) months, then this agreement shall stand automatically terminated and the Licensee shall have to vacate the premises immediately. No claim whatsoever shall lie against the licensor.

22. The licensor has the right to recover any amount due from the licensee, from the security deposit available with licensor and the decision of licensor will be final and binding on the licensee.
23. Any notice to be made or given to the Licensor under these presents or in connection with the said premises shall be considered as duly given if sent by the Licensee through the post by registered letter/speed post addressed to the officer who signs this agreement on behalf of Licensor and a copy to the Head of Unit/Region/Division concerned and any notice given to the Licensee shall be considered as duly given if sent by the Licensor through the post by registered letter/speed post addressed to the Licensee at their last known place of abode. Any demand or notice sent by the registered post in either case shall be assumed to have been delivered in the usual course of Post.
24. That in case of any dispute with regard to this LICENSE AGREEMENT, the same shall be subject to the jurisdiction of Estate Officer's Court and Courts at **Tiruchirappalli** (*i.e. Place where agreement is signed*) and Indian Law shall be applicable. However, during the pendency of the dispute, "the Licensee shall not stop payment of rent and other CHARGES if the possession is not vacated and handed over officially to licensor or occupied by Licensee. Other terms shall also continue to apply."
25. Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 45 (Forty Five) days from the date of making of such request.
26. Where parties are unable to settle the disputes through mutual conciliation, the same shall be referred to Head of Unit/Region/Division, and the decision of HOU shall be binding on both the parties.
27. The possession is deemed to be 'unauthorized occupation' in case of termination/expiry of license. This will warrant immediate action under Public Premises (Eviction of Unauthorized Occupants), Act, 1971 and all applicable laws. BHEL/Licensor shall be at liberty to initiate such action as deemed fit. In case of failure to vacate the premises, the Licensee shall be evicted as per the provisions contained in the Public Premises (Eviction of Unauthorized occupants) Act, 1971 and all applicable laws at the risk & cost of Licensee. Any damage to the facility, except for normal wear & tear, shall be made by Licensee.
28. In the event of Licensee committing any breach of terms & conditions herein contained and Licensee has not rectified the said breach within 15 days, after the same has been brought to their notice by the Licensor, the Licensor shall be at liberty to terminate the agreement by giving one months' notice in writing terminating the LICENSE & upon expiring of such notice Licensee shall stand terminated.
29. Upon the termination or earlier determination of this agreement, in the event of the Licensee failing to remove the employees/representative, his belonging, furniture & fixtures etc & hand over the vacant and peaceful possession thereof to the Licensor, it is agreed that Licensee shall pay to all Licensor damage charges and mesne profit of Rs. _____ per day in addition to the monthly rent payable, without prejudice to other rightful remedy, from the date of such default until such time of the Licensee have removed their articles, belonging, fixture, effects, employee etc. from said premises and handed over peaceful possession of these to the Licensor. The said damage charges and mesne profit in case not paid regularly will be adjusted / deducted from the Security Deposit (SD) deposited with the Licensor. The payment of damage charges and mesne profit however does not absolve the Licensee to their obligations to vacate the premises on the expiry or termination of this agreement.
30. In all cases of "unauthorized occupation" of properties/facility, the licensee shall be liable to pay damages per month at the following rates:
- Twice the normal license fees of such properties/facility for the first 4 months of unauthorized occupation.
 - Four times the normal license fees of such properties/facility, after expiry of 4 months.
 - In addition to the above, interest at the rate of SBI Benchmark Prime Lending Rate (SBI BPLR) per annum for the period of delay calculated on day-to-day basis shall be charged on actual license fees. Such interest shall be compounded on monthly basis.
 - In addition to charging penal rent, BHEL shall be at liberty to discontinue the services to the premises.

31. That the Licensee shall abide by all laws, byelaws, rules & regulations of government or local authority. The Licensee shall not use the premises for the things/ business which are prohibited by any law of land. The Licensee shall not or attempt to do so or cause or suffer to be done anything which may or is likely to jeopardize or prejudice to the interest of the Licensor. In event of default being committed, the Licensee undertakes to exclusively own such liability & responsibility & shall keep the Licensor fully holding & indemnified in respect of such liability
32. That the Licensor and their agents, employees shall be entitled to visit & inspect the said premises or any part thereof, at all reasonable times for the purpose of either viewing the conditions of said premises, nature of business or otherwise. The Licensee shall not hinder or obstruct any such visitor from visiting the said premises or any part thereof.
33. The licensee shall use the premises only for the purpose for which the premises was/were allotted. Rented premises shall not display any publicity material of companies competing with BHEL. Further, BHEL shall reserve the right for utilizing the premises for publicity/other purposes.
34. The Premises will not be rented for running of liquor business/illegal activities.
35. The Licensee to whom such Unutilized/Underutilized Properties/Facility is Rented/Licensed, shall be responsible including its consequences and liabilities for all the action/inaction and/ or omissions/commission by him/her or any other person acting/working on his behalf. Any illegal activity or any nuisance to the licensor or fellow licensees in 79 building premises may render licensee ineligible for allotment and may lead to termination of license at the discretion of BHEL, without prejudice to any other action as deemed fit by BHEL.
36. This LICENSE agreement has been executed in duplicate. One counter part of the LICENSE agreement to be retained by the Licensee and the other by the Licensor.

THE SCHEDULE 'A' REFERRED TO ABOVE

The premises include super built up area of about Sqft on
 floor of the building known as in the city of
 situated on plot/and bearing Survey/Khasra Nos. with boundaries of
 the compound described herein below:

North -
 South -
 East -
 West -

Coordinates of property:

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

THE SCHEDULE 'B' REFERRED TO ABOVE

Details of fixtures and fittings:

.
 .

IN WITNESS WHEREOF THE OFFICIAL SEAL OF

has been affixed in the manner hereinafter mentioned and the LICENSE agreement has been signed
 for and on behalf of the Licensee on the day and year first above written by

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

Date:

Place:

Witnesses:

1.

2.

1.

2.

Note:- Portions which are not applicable may be scored off at the time of filling up of the Standard LICENSE Agreement (SLA) format.