

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



NIT FOR LICENSING OUT OF SPACE IN BHEL BUILDING AT B-2 BLOCK 1ST FLOOR PICUP
BHAWAN, GOMTI NAGAR, LUCKNOW -226010

Issued to: _____

Signature of Officer issuing the documents: _____

Designation: _____

Date of issue: _____

This document consists of 33 pages.

The Address of the Office where bid is to be submitted.

Bharat Heavy Electricals Limited
B-2 Block, 1st Floor,
PICUP Bhawan,
Gomti nagar, Lucknow -226010.

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

NIT No:- **BHEL/ROD/Lucknow/Premises/01**

Dated: 02.08.2024

NOTICE INVITING TENDER

1. Sealed Bids/Offer for Licensing out of built up space on rent at B-2 Block 1st Floor PICUP Bhawan, Gomti nagar, Lucknow -226010, is hereby invited in two bid system in the prescribed Performa by the O/o Dy General Manager, Regional Operations Division, BHEL Lucknow - B-2 Block 1st Floor PICUP Bhawan, Gomti nagar, Lucknow -226010 upto 1500hrs on the date mentioned below.
2. The following organizations are eligible to submit their bids:
 - a) Public Organizations, which, for the purpose of renting, shall mean -
 - (i) Central/State Government offices
 - (ii) Central/State PSUs and their subsidiaries/joint ventures.
 - (iii) Autonomous bodies/ Boards/ Councils/ Commissions/ Statutory bodies/ Regulatory bodies etc. running with the budgetary support of Government or controlled by the Government or set-up by a Government Act/Executive order.
 - (iv) Constitutional bodies, Judicial & Quasi-Judicial bodies and Organizations set up by an Act of Parliament.
 - b) Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks.
 - c) International bodies, and
 - d) Private Organizations with annual turnover of not less than Rs. 7.5 Crs 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. However, in case the bid form downloaded from website is used, the bidder has to submit a declaration stating that no changes/amendment is done in the bid documents and in the event of any such incidence the bid is liable to be rejected. Further, in case of any variation in the original copy obtained from BHEL office and bid document downloaded from website, the original copy obtained from BHEL office will be considered as final.
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	16.08.2024, 16:00 hrs
b	Last date for issue of bid form	16.08.2024, 16:00 hrs
c	Date of pre-bid conference	09.08.2024, 10:00 hrs

	Venue: B-2 Block 1 st Floor PICUP Bhawan, Gomti nagar, Lucknow -226010	
d	Last date and time for receipt of sealed bids	17.08.2024 , 15:00 hrs
e	Time and date for opening of technical Bid Venue : B-2 Block 1 st Floor PICUP Bhawan, Gomti nagar, Lucknow -226010	17.08.2024 , 15:30 hrs
f	Time and date for opening of Financial Bid	To be informed to qualified bidder in later stage

6. The Eligibility-cum-Technical Bid will be opened in the presence of the authorized representatives of the bidders at 15:30 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 at the time of bid opening. 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 for those bidders who qualify in Eligibility-cum-Technical bid. Date/ Time of price bid opening will be informed to qualified bidder separately.
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.
14. **Bids are to be addressed to DGM, Regional Operations Division, Lucknow, Bharat Heavy Electricals Ltd. , B-2 Block, 1st Floor, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow.**
15. **In case of any issue/ clarification following officers may be contacted :**
 - a) **Karun Porwal, DGM, ROD Lucknow – 9415778171 – karun@bhel.in**
 - b) **Md. Riyaz Siddiqui, Manager – 9646246842 – riyaz@bhel.in**

Address : Regional Operations Division, Lucknow, Bharat Heavy Electricals Ltd. , B-2 Block, 1st Floor, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow.

No query will be entertain after due date of submission of bid.

GUIDELINES TO BIDDERS

1. DEFINITIONS

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

2. SCOPE OF TENDER

- a) BHEL intends to License out the space in the building as mentioned in Section VII on license basis to the organizations as mentioned in para-2 of Section-I. Tentative requisite details of the vacant space are available at SECTION VII.

However, the Bidder is required to actually visit the site and its locality to gather all the requisite information before submitting his bid.
- b) The initial licensing period shall be for minimum 3 years with maximum period of 10 or 20 yrs for private or government entities respectively.

Escalation in Monthly License Fee after every year shall be with 5% increase (i.e. @ 5% per annum)
- c) The Bidder shall sign License agreement for the built up space within 1 month of the acceptance of his bid.

3. DECLARATIONS

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

4. BID/ NIT DOCUMENTS

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

- | | |
|---------------------------------------|---------------|
| (a) Notice Inviting Tender NIT | Section I |
| (b) Guidelines to Bidders | Section II |
| (c) Commercial Conditions of Contract | Section III A |
| (d) Special Conditions of Contract | Section III B |
| (e) Declaration | Section IV |

(f) Bid Forwarding letter	Section V
(g) Letter of authorization to attend bid opening	Section VI
(h) Details of Locations	Section VII
(i) Proforma for Declaration for downloaded NIT document	Section VIII
(j) Standard License Agreement	Section IX
(k) Price Schedule (Financial Bid)	Section X
(l) Integrity Pact	Section XI

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

5. MISCELLANEOUS

- a. Bidder must use only the prescribed Proforma for the bid document issued by BHEL or downloaded from the website (www.bhel.com/tenders) in the same form in A4 size paper.
- b. Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c. No conditional bid including conditional rebate/enhancement shall be accepted. Conditional bid will be liable to be summarily rejected.
- d. The bid shall remain open for acceptance for a period of 120 (One hundred and twenty) days from the date of submission of the bids, which may be extended, if required, by mutual agreement and the Bidder shall not cancel, alter terms and conditions or withdraw the offer during this period.
- e. This bid document shall form a part of the contract agreement.
- f. Canvassing in any form whether directly or indirectly, in connection with the bid is strictly prohibited. Bid submitted by the Bidder, who is found to be canvassing, will be liable to rejection.
- g. BHEL does not bind itself to accept the highest bid. Further, BHEL also reserve to itself the right to reject any or all the bids without assigning any reason.
- h. If the date fixed for opening of bids is subsequently declared as holiday, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- i. Any clarification issued by BHEL .in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- j. References, information and certificates from the respective bidder submitted in compliance of terms and conditions of the bid document should be duly signed by the authorized signatory. In case of the documents from a Government organizations/PSUs, it should be signed by the person not below the rank of Executive Officer / Under Secretary or equivalent.

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 b

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) superscribed thereon “NIT for Licensing out space on rent at B-2 Block 1st Floor PICUP Bhawan” 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 Dy General Manager, ROD Lucknow BHEL Lucknow.” B-2 Block 1st Floor PICUP Bhawan, Gomti nagar, Lucknow -226010
- 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 15.30 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 date (to be declared in later stage).
- g) The bidder’s representatives who are present at the time of opening of bid shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. **(A FORMAT IS GIVEN IN SECTION VI).**
- h) A Maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- i) The Bidder’s names, modifications, bid withdrawals and such other details as 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 ALONGWITH 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 Organisations – A statement on the letter head of the department/company giving details about their organization.
 - B. For international bodies- A statement on the letterhead 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. CA certificate must have mention of UDIN of CA.
- iv. Certificate in case of down loaded bids as per SECTION VIII.
- v. The Bidder should not have been banned/suspended/black listed for business dealing by BHEL/Government of India/any undertaking of Government of India as on date of publication of NIT. The Bidder should NOT have been referred to NCLT and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.

Note : BHEL reserves the right to ask for any document or clarification, as considered relevant from the bidder. The absence of relevant document, as above, bidder will be disqualified.

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 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. SECURITY DEPOSIT

- i. The Successful Bidder shall deposit advance Monthly License Fee of one month and Interest free Security Deposit of an amount equal to Six(6) month's License Fee to the BHEL.
- ii. The amount required in Security deposit of the contract value may be made in any of the following ways:
 - i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL Electronic Fund Transfer to be credited in below bank account of BHEL

NAME: Bharat Heavy Electricals Limited Bank

Branch: Canara Bank, Lucknow Hazratganj

Account No: 0363201002036 IFSC Code: CNRB0000363

- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Savings Certificates, KisanVikasPatras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
 - vi) Insurance Surety Bond
- iii. Delay clause: In case of delay in submission of security deposit, enhanced security deposit which would include interest @ SBI Benchmark Prime lending rate (as applicable from time to time) plus 4 % per annum for the delayed period, shall be submitted by the bidder.
- Present SBI Benchmark Prime lending rate is 15.15 % per annum . For any period in future if SBI Bench mark Prime lending rate is not available , then for such period last published SBI benchmark PLR shall be applicable for such period unless otherwise decided by BHEL.
- iv. 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.
 - v. 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.
 - vi. Possession of premises to successful bidder shall be handed over only after receipt of security deposit

10. EVALUATION OF BIDS:

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

11. 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 intends to License out the entire premises to single bidder.

- c. Bidder should specify the nature of commercial activities intended to be carried out by bidder in the said premises. BHEL may reject based on nature activities , decision of BHEL would be final in this regards

12. 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 it's acceptance alongwith Security Deposit in conformity with terms of bid document. At the request of successfully bidder, BHEL may allow further period of 30 days for deposit of SD.

At the request of successful bidder, BHEL may allow further period of 30 days for deposit of SD.

13. 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.

14. ANNULMENT OF AWARD Failure of the successful bidder to comply with the requirement of clause 9 (i) shall constitute sufficient ground for the annulment of the award in which event the BHEL shall call for fresh bids.

SECTION III A

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

Monthly Bill for advance License Fee will be raised by BHEL.

Should the Bidder fail to perform contractual obligations including payment of monthly License Fee within the period prescribed, the BHEL shall be entitled to recover amount with interest at SBI Bench Mark Prime lending rate (as applicable from time to time 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.

Bidder/prospective leasee or licensee, hereby agree to be liable for any loss caused to the property after entering in the premises until its vacation, for all the conditions, not covered under force majeure clause, as a genuine pre-estimate of damages, as assessed by BHEL. SD deposited under this NIT will be adjusted against such damages.

Timely payment of Monthly License Fee and other dues as well as timely vacation of property is essence of contract.

In case of delay/ default in payment of Monthly License Fee, penal interest shall be chargeable @ SBI Prime Lending rate plus 4 % . This shall be payable by licensee to Licensor (i.e BHEL)

3. FORCE MAJEURE

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

4. TERMINATION FOR DEFAULT

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

- a) If the bidder fails to meet its contractual obligations within the time period (s) specified in the License agreement, or any extension thereof granted by the BHEL pursuant to clause 12, Section II; and
- b) If the bidder, in either of the above circumstances, does not remedy its failure with

in 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, in the event of dispute of an arbitrable nature, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Head of Unit, ROD, BHEL, New Delhi for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BHEL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act 1996, any amendment thereof and any notification issued or rules made there under from time to time.

Seat of the arbitration shall be at New Delhi.

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 the event of any dispute or difference relating to the interpretation and application of the provisions of this NIT where bidder is a Central Public Sector Enterprise (CPSE)/ Port Trust or Government Department / Organization (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

SECTION III B

SPECIAL CONDITIONS OF CONTRACT

1. Special Condition will prevail over license agreement which will prevail over general condition in case of conflict.
2. The said premises are allowed for Commercial Office purpose. Bidder should clearly mention (in Form in Section V) the nature of activities, it intends to carry out in this premises
3. The rate quoted by bidder in Section X is exclusive of Electricity, Common Out going, repair and maintenance (which include water and sewerage charges as well), which will be on back to back basis as per actual charges by PICUP.
4. Electricity charge, as per actual, will be borne by bidder.
5. Bidder shall make his own arrangement of Security, Housekeeping for the premises.
6. Income tax liabilities arising on bidder due to this leave and license agreement will be borne by Bidder.
7. The said premise is intended for single bidder. No splitting of bid is allowed.
8. No subletting is allowed
9. The premises is available on "as is where is basis".

It will be in purview of licensee organization to make necessary interior like flooring, seating arrangement, and cabin as per their requirement on their own cost without changing the basic civil structure (beams and pillar). However, for the exceptional cases, where repair/modification in civil structure is required, same will be carried by Licensee with prior written permission from BHEL . During interior / repair/modification work, Licensee will provide free access to BHEL representative.

Since premises is allotted on "as is where is basis", no License Fee free period will be given to licensee.

10. Stamp duty , registration charges, other applicable tax if any, in respect of licensing agreement will be borne by licensee. In case of termination of agreement before its completion of stipulated period, bidder shall not claim for the cost of stamp duty/ registration/ other applicable taxes for balance of period from BHEL.
11. Bidder shall quote for entire 1st floor premises. Bidding for partial premises will not be considered.
12. Bidder is free to engage broker/consultant. BHEL is not liable to pay brokerage/consultation fee.
13. The Monthly License Fee quoted by Bidder in Schedule X should be exclusive of GST/Taxes. GST and applicable taxes and any levy of Government in connection to this agreement are to borne by bidder as per applicable Government Rules.
14. The super area 588.829 Sq mtr , as mentioned in price bid, will be considered for basis of calculation of Monthly License Fee. In case bidder put a claim that measured area is different than that mentioned in NIT and requested for adjustment of difference, then such claims/request will not be accepted.

Bidders are free to inspect and measure the premises prior to submission of Bids

SECTION IV
DECLARATION

To,

The Deputy General Manager
ROD Lucknow
BHEL

Sub: Submission of NIT for Licensing out space in the Building at B-2 Block, 1st Floor,
PICUP Bhawan, Gomti Nagar, Lucknow -226010

Ref : NIT : **BHEL/ROD/Lucknow/Premises/01 dated 20.07.2024**

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 Hundred 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. **BHEL/ROD/Lucknow/Premises/01** dated **20.07.2024**

The Dy General Manager/ ROD Lucknow
BHARAT HEAVY ELECTRICALS LIMITED
BHEL Lucknow.

Dear Sir,

1. We are

a. Public Organizations	Tick whichever is applicable. Attach relevant document in its support
I.	Central/ State Government offices
II.	Central/ State PSUs and their subsidiaries/ joint ventures.
III.	Autonomous bodies/ Boards/ Councils/ Commissions/ Statutory bodies/ Regulatory bodies etc. running with the budgetary support of Government or controlled by the Government or set-up by a Government Act/Executive order.
IV.	Constitutional bodies, Judicial & Quasi-Judicial bodies and Organizations set up by an Act of Parliament.
b.	Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks.
c.	International bodies
d.	Private Organizations with average annual turnover of at least Rs. 7.5 Crores for last three financial year i.e. 2021-22, 2022-23, 2023-24 (Audited annual statement/CA certificate with UDIN No of CA is to be provided)

2. We wish to apply for said premises on lease and licensing basis for commercial purpose. The nature of activities, that we intend to carry out in this premises are:

3. Having examined the conditions of NIT document, we, undersigned, offer our bid to take BHEL premises on License inconformity with the said conditions of contract

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

5. 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.

6. 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.

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

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

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

Dated this _____ day of _____ 20____

Name and Signature _____

In the capacity of _____

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

Witness _____

Address _____

Signature _____

SECTION VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before bid opening)

The Dy General Manager/ ROD Lucknow
BHARAT HEAVY ELECTRICALS LIMITED,
BHEL Lucknow.

Subject: Authorisation for attending bid opening on _____(date) in the NIT of
Licensing out of space at B-2 Block 1st Floor PICUP Bhawan, Gomti nagar, Lucknow -
226010.

Ref: NIT No. **BHEL/ROD/Lucknow/Premises/01 dated 20.07.2024**

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

NIT No. **BHEL/ROD/Lucknow/Premises/01** dated **20.07.2024**

DETAILS OF LOCATIONS AVAILABLE IN BHEL PREMISES AT LUCKNOW OF UTTAR PRADESH STATE

Sl. No.	Name of the District	Name of the city/Town/Village	Name of the Building with complete Address	Area available for Licensing
1	LUCKNOW	LUCKNOW	PICUP BHAWAN, B-2 BLOCK, 1 ST FLOOR , VIBHUTI KHAND GOMTINAGAR.	588.829 SQ MTR (SUPER AREA)

Detailed attributes of vacant space:

- A. Super area with Floor(s) on which the vacant space is available. : 588.829 SQ MTR.
- B. There are two entries to the office one normal and the other for emergency.
- C. Common Lift is available .
- D. Common security is available at the gate of Building. However if required bidder will have to themselves engage separate security for office floor.
- E. Premises is to be given on license basis (as is where is basis). Successful bidder may modify the interior work stations/ cabin as per their need after consent of BHEL. It is to ensure that no structural damage is caused to floor, slab, wall, columns of building.

SECTION VIII

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

NIT No. **BHEL/ROD/Lucknow/Premises/01 dated 20.07.2024**

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(withstamp) 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:-----

PHONENOS.: -----

MobileNo:-----..

E-MAIL.------

SECTION IX

STANDARD LICENSE AGREEMENT(SLA) FOR RENTING OUT SPACE

(As per Annexure-A2)

SECTION X
PRICE SCHEDULE
FINANCIAL BID

To
The Dy General Manager/
ROD Lucknow

BHEL Lucknow

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	Location & Address	Total Super area (SqM)	Monthly License Fee excluding applicable taxes and O&M charges (In Rupees)	The period, for which bidder is agreeable for taking the premises on licensing basis	Likely usage of the space
1.	PICUP BHAWAN, B-2 BLOCK, 1 ST FLOOR , VIBHUTI KHAND GOMTINAG AR LUCKNOW/	588.829	In Fig: In Words:		

Yours Faithfully

Signature of the Authorised Signatory of the
Bidder with seal

- i. Minimum lock-in period is 3 year. If bidder quotes less than 3 years, the bid will not be considered. Bidder must quote 3 or more year. Maximum period of initial licensing agreement is 10 year for Private Organization and 20 years for Government Organization.
- ii. Amount to be mentioned clearly in Indian form of international numerals.
- iii. No corrections/alterations are permitted while mentioning the amount.
- iv. The total Super Area of 588.829 sq mtr will be considered for calculation of License Fee.
- v. Amount to be written in both figures and words. If there is any difference between

figures and words, the words will prevail.

- vi. The rate quoted by bidder is exclusive of Electricity, Common Out going, repair and maintenance charges which will be passed on to bidder on back to back basis as per actuals.
- vii. There would be 5% annual increment in rate quoted above.

Illustration:

Suppose , bidder quote say Rs. 10000 as monthly License fee (In Rupees) in Col 4,

Total yearly License fee (In Rupees) would work out to be : $10000 \times 12 = 120000/-$.

S No	Year	yearly License fee (In Rupees)	Remark
1	1st year	120000	
2	2nd year	126000	With 5% increase of previous year i.e. year 1
3	3rd year	132300	With 5% increase of previous year i.e. year 2
4	4th year	138915	With 5% increase of previous year i.e. year 3
5	5th year	145861	With 5% increase of previous year i.e. year 4
6	6th year	153154	With 5% increase of previous year i.e. year 5
7	7th year	160811	With 5% increase of previous year i.e. year 6
8	8th year	168852	With 5% increase of previous year i.e. year 7
9	9th year	177295	With 5% increase of previous year i.e. year 8
10	10th year	186159	With 5% increase of previous year i.e. year 9

SECTION XI
“Integrity Pact (IP)”

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

Sl	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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

Note:

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

Details of contact person(s):

(1)
Name: Karun Porwal
Deptt: Regional Operations Division
Address: BHEL, B-2 Block 1st Floor
PICUP Bhawan , Gomti Nagar,
Lucknow 226010 .
Phone: 9415778171
Email: karun@bhel.in

(2)
Name: Md. Riyaz Siddiqui
Deptt: Regional Operations Division
Address: BHEL, B-2 Block 1st Floor
PICUP Bhawan , Gomti Nagar,
Lucknow 226010
Phone: 9646246842
Email: riyaz@bhel.in

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award /order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the

documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

- For & On behalf of the Principal

(Office Seal)

Place _____

Date _____

Witness: _____

(Name & Address) _____

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness: _____

(Name & Address) _____

Annexure-A2

STANDARD LICENSE AGREEMENT (SLA)

AN AGREEMENT MADE AT LUCKNOW ON THIS DAY OF TWO THOUSAND AND TWENTY - FOUR

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

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

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS: -

Whereas BHEL/Licensor has invited the NIT No. dated for LICENSING OUT OF SPACE IN BUILDING AT B-2 BLOCK 1ST FLOOR PICUP BHAWAN, GOMTI NAGAR, LUCKNOW -226010

Based upon the evaluation of NIT Licensee has been short listed for LICENSING OUT OF SPACE IN BUILDING AT B-2 BLOCK 1ST FLOOR PICUP BHAWAN, GOMTI NAGAR, LUCKNOW -226010 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 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 " SPACE IN BUILDING AT B-2 BLOCK 1ST FLOOR PICUP BHAWAN, GOMTI NAGAR, LUCKNOW -226010" together with all fixtures and fittings standing and being thereon building related services (external & internal called "THE SAID PREMISES").
2. The Licensee is permitted to use the said Licensed Premises only for the purpose of Office / Commercial purposes. It is clearly agreed and understood that the Licensee shall be entitled to use the said Licensed Premises only for the purpose as stated herein and shall not be entitled to convert use of the said Licensed Premises for any other purpose without the express written approval of the Licensor.
3. The LICENSE shall commence/shall be deemed to have been commenced on the..... Day of&.Two thousand and and shall, subject to the terms hereof, continue for a term of minimum 3 year(s). It can be maximum of 10 or 20 years for private or government entities/ societies/ trust respectively. with an option to extend the period of LICENSE for a further period of 5 years with 5% escalation in Monthly License Fee every year

4. The Licensee shall not be in exclusive possession or control over any part of the Licensed Premises and the exclusive possession and control thereof shall at all times hereof always remain and/or be deemed to remain with the Licensor.
5. The Licensee shall, subject to the terms hereof, pay monthly 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/House Tax). The Monthly License Fee along with operation & maintenance charge is payable in advance before 10th of every month failing which the amount with interest @ SBI Benchmark Prime lending rate (as applicable from time to time) plus 4% for the period of delay shall be recovered by BHEL (Licensor). The License fees specified in this agreement are subject to annual revision, effective on the date of completion of possession.
6. The operation, maintenance, security etc. of the campus (Outside area) is done by PICUP Authority. The Charges for same will be separate from Monthly License Fee and will be taken on actual basis from Licensee. Licensee will pay these charges to Licensor and Licensor will pay it to PICUP Authority. Present charges of Maintenance and Sinking Fund is Rs. 7273.00 per month.

Operation and maintenance of Office Premises will be done by Licensee.

Water and Sewage Taxes shall be born by Licensee as per actuals. Currently Water and Sewer Tax is approximately Rs. 50,000.00 for the year.

7. 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.

Electricity Charges as actual will be borne by Licensee.

8. That the Licensee has to deposit 6 months Monthly License Fee, 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 License Fee, as Advance License Fee.

9. 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 HOU (Head of ROD, New Delhi).
10. 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.
11. 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.
12. That the Municipal Tax (except Property/House Tax) or other local tax levied by local authority and water charges are borne by the Licensee proportionately including any future revision with retrospective effect for the period and area of occupation. Any other tax or any hike imposed by the appropriate authority is to be borne by the Licensee. Goods and Services tax at the prescribed rates is to be borne by the Licensee. It is made absolutely clear, in this deed that it shall be the sole responsibility of the Licensee to pay all such charges as stated above. The modality of payment shall be

direct remittance to Licensor/ concerned authority as decided by Licensor. 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 License Fee payable, so as to secure deposit of Rs keeps deposited with Licensor throughout the LICENSE period. The LICENSE is subject to the local authority bye laws. The Licensee shall comply with municipal and other charges. If the Govt/local authority objects to LICENSE out the BHEL premises, then the bidder has to vacate the same and BHEL shall not be liable to pay any compensation for the same.

13. The Monthly License fee is exclusive of Electricity Charges, Maintenance Charges and taxes (Municipal, Water, Sewage etc.) which will be borne as per actual by Licensee.
14. 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.
15. 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.
16. 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.
17. The responsibility for stamp duty/ registration / documentation of this license agreement 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 30 days 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.
18. 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.
19. 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 done as per above mentioned clause, will damage the structure of the building.
20. The Licensee warrants that they shall not store any hazardous material or inflammable goods or articles or cause any nuisance or annoyance / inconvenience or damage to the other occupiers or the property in the said Building.
21. Licensee agrees to keep the Licensed Premises clean and well swept and to have all rubbish, garbage and dirt removed at the end of every day such that no nuisance and/or annoyance is caused to neighbouring occupants and environment and/or health standards/hygiene are maintained at the highest standards.
22. Licensee agrees to execute at its own expenses all white-washing and colour washing to the interior of the Licensed Premises and to make all petty repairs such as repairs to walls, flooring, flushing tanks, W.C basins and breakage of doors, windows, shutters, and panes and the like interior petty dilapidations during the term under this agreement for purpose of general upkeep & maintenance of the property.
23. The Licensee agrees that in the event any notice is received by the Licensor and/or the Licensee from PICUP Management or any other local authority directing repairs / reconstruction of the said Building

and/or immediate evacuation thereof for whatsoever reason, and the Licensor accordingly issues notice to the Licensee for evacuation for the purposes of carrying out such repairs and/or reconstruction/redevelopment of the said Building, in such an event, this Agreement shall stand terminated and the Licensee shall not be entitled to claim Alternate Accommodation in lieu of the Licensed Premises from the Licensor.

24. 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.
25. 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 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 Agreement.
26. 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. License Fee shall be payable for complete duration of stay in property.

Licensee should vacate premises as within the two months of advance notice, failure to which shall be treated as unauthorized occupation and License Fee/ damages will be recovered in accordance with clause 32.

27. 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.

Since timely vacation of the property is essence of contract, any period of occupation of property after non- payment for three months will be treated as Unauthorized occupation and License Fee / damages shall be computed as mentioned in Clause 32 below.

28. The licensor has the right to recover any amount due from lessor from the security deposit available with licensor and the decision of licensor will be final and binding on the licensee.
29. 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.
30. 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 Lucknow (*i.e. Place where property is situated*) and Indian Law shall be applicable. However, during the pendency of the dispute, "the Licensee shall not stop payment of License Fee 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."

If the Licensee is a PSE / Department / Ministry / Public Authority / Organisation / University of Central or State Government, the dispute shall be referred to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in terms of Department of Public Enterprises Office Memorandum dated 14.12.2022.

31. 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. 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.
32. It is specifically stated that if premises is not vacated by due date, it will be deemed to be under "unauthorised occupation" of licensee from next date after the expiry of license period except in cases already covered in Clause 26.

In all the cases of 'unauthorized occupation' of Properties/ facility, the Tenant / Licensee shall be liable to pay damages per month at the following rates :-

- i) Twice the normal Monthly License Fees of such accommodation for the first 4 months of unauthorized occupation.
 - ii) Four Times the normal License Fees of such Properties/ facility, after expiry of 4 months
 - iii) In addition to above interest at the rate of SBI Benchmark Prime Lending Rate (SBI BPLR as applicable from time to time) plus 4% for the period of delay calculated on day – to – basis shall be charged on actual license fees. Such interest shall be compounded on monthly basis.
 - iv) In addition to charging penal License Fee, BHEL shall be at liberty to discontinue the services to the premises.
33. The possession is deemed to be 'unauthorized occupation' in case of termination/expiry of license. This will warrant immediate action under Public Premises (Eviction of Unauthorized Occupants), Act, 1971 and all applicable laws. BHEL/Licensor shall be at liberty to initiate such action as deemed fit. In case of failure to vacate the premises, the Tenant/Licensee shall be evicted as per the provisions contained in the Public Premises (Eviction of Unauthorized occupants) Act, 1971 and all applicable laws at the risk & cost of License. Any damage to the facility, except for normal wear & tear, shall be made by Licensee.
34. 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 month's notice in writing terminating the LICENSE & upon expiring of such notice Licensee shall stand terminated.
35. 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
36. 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.
37. The licensee/tenant shall use the premises only for the purpose for which the premises was/were allotted. Rented premises shall not display any publicity material of companies competing with BHEL. Further, BHEL shall reserve the right for utilizing the premises for publicity/other purposes.
38. The Premises will not be rented for running of liquor business/illegal activities.

39. The terms and conditions agreed herein shall hold good so long as the present management as on date of execution of this Agreement is in the control of the Licensee. If there is any change in the management by way of induction of new directors or take-over of the Licensee by a third party, in such an event, the Licensee hereby undertakes to abide by such revised terms and conditions as may be decided by the Licensor including but not limited to a revision of Monthly License Fees there from.
40. 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.

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

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

Date:

Place:

Witnesses:

1.
2.

1.
2.