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Annexure (A)

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(2)

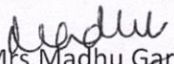
## TOWNSHIP TENDER CUM ALLOTMENT COMMITTEE, BHEL HARIDWAR

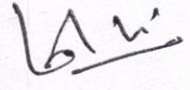
Average collector rate of the Township based on the rate of nearby area			
क्र. सं.	क्षेत्रों के नाम	वाणिज्यिक भवन की दर	
		सुपर एरिया रुपये प्रति वर्गमीटर (दुकान/रेस्टोरेंट/कार्यालय)	बी एच ई एल में क्षेत्रों पर लागू
1	रानीपुर मोड से विनायक होटल से आगे रेलवे पुल तक	125000	सेक्टर 1 & सेक्टर 2
6	रानीपुर टिहरी विस्थापित कालोनी के मोड से होटल विनायक ग्रैंड तक	74000	सेक्टर 3,4,5 & सेक्टर 8


पेज न० 31 A SI No. 39

पेज न० 30 SI No. 51

नोट: - Monthly reserve Licence fee की गणना करते समय तहसील हरिद्वार के प्रमुख मार्गों की दर (2020 के अनुसार) को ही उपयोग में लाया गया है।

  
(Mrs. Madhu Garg)  
(DGM, Finance)

 (Vivek Kumar Yadav) (Amit Kumar Patra)  
Manager, Water Work Manager, HR(IR)

  
TOWNSHIP ADMINISTRATOR

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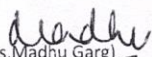
Annexure (B)

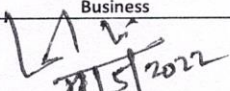
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LIST OF BANNED/ APPROVED BUSINESS FOR VACANT SHOPS IN BHEL HARIDWAR TOWNSHIP  
FALLING UNDER TWO CATEGORIES

Sl No.	Banned Business (B)	General Business for vacant shop
1	Liquor Shop	
2	Casino & Similar	
3	Bar & Pubs	
4	Dans Bars	
5	Night Club & Like	
6	Including activities/business which are illegal under Criminal Law/as per applicable status	All Business except Banned Business

  
(Mrs. Madhu Garg)  
(DGM, Finance)

  
(Vivek Kumar Yadav)  
Manager, Water Works

  
(Amit Kumar Patra)  
Manager, HR(IR)



TOWNSHIP ADMINISTRATOR

(19) 21 (7)

✓ Annexure (D)

## GENERAL TERMS OF CONDITION OF AUCTION VACANT SHOPS IN BHEL HARIDWAR TOWNSHIP

- 1 These terms and conditions are related only to the auction of vacant Shops in BHEL Township Hardwar for auction of shops, "Special Terms & Conditions" are also applicable.
- 2
  - (a). The interested bidder should be registered with I Source Pvt. Limited
  - (b). Offers have to be submitted for the Shops on "as is where is basis". Offers not in line with the requirement & instructions are liable to be disqualified and ignored.
  - (c) All offers shall be valid for a period of **180** days from the date of closing of e-auction.
  - (d). It is sole responsibility of the bidder to assess the location and condition of the Shops before giving the offer.
  - (e). Interested bidders or their nominee are advised to inspect the Shops.
  - (f) The Shops can be inspected latest up to 1 day before the date of auction.
  - (g) The person interested to inspect the Shops should contact the Estate Office at phone no. (01334-285315/01334-1613). The person visiting for inspection of Shops must carry the following documents.
    - (i) Registration card issued by M/s I Source Pvt. Limited for inspection.
    - (ii) Authority Letter from the proprietor in case he appoints an agent to inspect the Shops.
    - (iii) Valid I-card such as Aadhar card, Voter ID, PAN card, Driving License etc.
- 3
  - (a). Prices have to be quoted for each shops as defined in NIT.
  - (b). The prices quoted in the auction shall be the basic price, any taxes/duties/levies will be charge separately, as applicable at the time of lift ing.
- 4 BHEL reserves the right to withdraw in part or full or to close the contract at any time during the execution of contract without assigning any reasons thereof. This will not entitle the bidder to demand compensation . Failure of contractual obligations, on any account, by the bidder shall lead to forfeiture of security deposit without any notice.
- 5 The Bidder shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Bidder shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL.
- 6 ✓ Bidder shall not sublet or transfer the contract or any part thereof to any other individual or firm which will be tantamount to termination of the contract.
- 7 ✓ The bidder will ensure that staff deputed by him is properly trained and competent according to the nature of work that they have to perform.
- 8 ✓ The bidder must ensure that all staff engaged in the work at site should wear personal protective equipment's (PPE's) as per work requirement.
- 9 ✓ All necessary precautions with respect to safety at site shall have to be taken by the bidder for activities to be performed by his staff.

10 For safe execution of work, bidder will have to abide by the instructions of concerned Work In-charge before starting the work & during execution of Shops agreement.

11 The bidder should comply all rules and regulations related to concerned agency, BHEL, Safety & Environment.

12 The bidder shall give declaration regarding his status of GST registration (Registered/Unregistered/Composite). He shall also invariably submit GSTIN & registered address if he is registered under GST act.

### **13 EARNEST MONEY DEPOSIT**

(a) Bidder is required to deposit the EMD as specified in NIT.

(b) EMD shall not carry any interest.

(c) Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

(d) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

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

(i) The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

(e) 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/ bidders" and forfeited/ released based on the action as determined under these guidelines.

(f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

(g) EMD of successful tenderer will be retained as part of Security Deposit.

(h) EMD deposited in any modes other than specified at

(c) above shall lead to cancellation of the offer.

21 (a). Pre bid EMD has to be submitted to AUCTION SERVICE PROVIDER in time & in line with NIT conditions.

(b) Pre bid EMD of the H-1 bidder shall be adjusted against Security Deposit, if applicable. However any shortage towards SD requirement of the relevant tender will have to be submitted by the bidder within the due time period allowed for the same.

### **14 SECURITY DEPOSIT**

(a) Successful bidder shall require to deposit security. The total amount of Security Deposit will be as per annexure 'A' of Special Terms and condition of the contract.. EMD of the successful tenderer shall be converted and

(b) adjusted towards the required amount of Security Deposit.

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## GENERAL TERMS OF CONDITION OF AUCTION VACANT SHOPS IN BHEL HARIDWAR TOWNSHIP

(c) Modes of deposit:

The balance amount to make up the required Security Deposit as per Annexure 'A' of the contract may be accepted in the following forms:

- i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

(held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

- (d) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- (e) The Security Deposit shall not carry any interest.

- (f) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

(g) Refund of Security Deposit

After completion of Agreement the bidder shall first pay all liabilities, have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the bidder as follows: 100% shall be released within 3 months of satisfactory completion of the agreement duly verified by Site/Engineer-In-charge.

- 16 Allotment order issued by I Source Pvt. Limited will specify the Shop No. , amount to be deposited & payment detail. The payment to be made, shall also include taxes & duties as applicable, at the time of License agreement.

- 17 Taxes & duties shall be charged to the bidder extra as applicable at the time of Licence agreement of the Shops.

- 18 The date of payment will be considered on which payment is credited in the account of BHEL. Therefore, bidder is advised to make payment well before the due date to avoid last minute issues. In case the due date of submission of any payment happens to fall on a holiday, the next day shall be considered as the last date of submission of such payment.

Post Auction Payment terms

- (i) The amount as per Annexure 'C' of the NIT (excluding Taxes & Duties) to be deposited by H1 bidder in the name of "BHEL(HEEP) COLLECTION A\C NO. , IFSC CODE SBIN0000586, within 7 days from intimation date: as Security Deposit amount. After deposit of this amount by H1 bidder in account of HEEP/BHEL, confirmation order shall be placed on H1 bidder.

- 19 **LATE PAYMENT PENALTY:** In case the bidder fails to submit the payment within the due date of payment specified in the confirmation order, he may be allowed to make such payment along with late payment penalty @ 1% per week or part thereof, subject to a maximum of 2 weeks along with applicable GST thereon, at the sole discretion of HEEP, BHEL. If payment is not made even after 2 weeks from the allowed last date of payment, HEEP, BHEL may cancel the agreement and forfeit the amount deposited including Pre bid EMD/ Security Deposit. The bidder will have no claim whatsoever.

## 20 SETTLEMENT OF DISPUTES/ARBITRATION

In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat and venue of arbitration shall be at Haridwar. Proceedings shall be conducted in English. The governing law of the contract shall be the Substantive law of India

## 21 FORCE MAJEURE CLAUSE

Notwithstanding any other thing contained anywhere else in the contract or WO (Work Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (WO date). In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.
- j) In case of pandemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days, either party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a

reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

*[Handwritten signatures and marks]*

The party shall, and shall ensure that itsSubbidders shall, at all times take all reasonablesteps within their respective powers and consistent

with Good Operating Practices (but without incurringunreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting theperformance of the party's obligations under this Agreement.
- b) Mitigate the effect of any Force Majeure Event.
- c) Comply with its obligations under this Agreement.

## **22 FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / sub – bidders / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policydisplayed on BHEL website <http://www.bhel.com> andshall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice". Fraud Prevention policy and List of Nodal Officers shallbe hosted on BHEL website, bidder portals of Units / Regions intranet.

## **23 SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/BIDDERS**

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / bidders by way of suspension of business dealings,who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Penal action can be initiated on the suppliers / Bidders in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Bidders". The abridged version of extant 'Guidelines for suspension of business dealingswith suppliers / bidders' has been uploaded on <http://www.bhel.com> on "supplier registration page".

## **24 DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE**

The Bidder shall at his own expensereinstate an make good to the satisfaction of BHEL

and pay compensation for any injury, loss or damageoccurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the executionor purported execution of the Contract and further the Bidder shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such

injury (including injuryresulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

## **25 RIGHT OF ACCEPTANCE**

- a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations

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## GENERAL TERMS OF CONDITION OF AUCTION VACANT SHOPS IN BHEL HARIDWAR TOWNSHIP

without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.

- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

### **26 SPECIAL POWERS OF TERMINATION**

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the bidder, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The bidder shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the bidder shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

### **27 GENERAL NOTES**

- a. Rates shall be quoted in figures as well as in words and bidder must put his signature & Seal on each page of the
- b. tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- c. BHEL reserves the right to cancel the tender/auction at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.

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## GENERAL TERMS OF CONDITION OF AUCTION VACANT SHOPS IN BHEL HARIDWAR TOWNSHIP

- d. The bidder shall not employ any worker less than 18 years of age during execution of his work.
  - e. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
  - f. The bidders are advised to see the site before quoting the rates.
  - g. Bidder found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
  - h. H1 Will be decided based on forward Auctioning based on the discretion of BHEL.
  - i. Bidder shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
  - j. The evaluation currency for this tender shall be INR.
  - k. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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.
- In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

### Jurisdiction & Disputes Arbitration

28. In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat and venue of arbitration shall be at Haridwar. Proceedings shall be conducted in English. The governing law of the contract shall be the Substantive law of India. The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties.
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**SPECIAL TERMS & CONDITIONS**



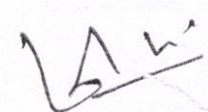
1.0	<b>Term Effective Date etc.</b>
1.1	These terms & conditions will supersede General Terms & condition of the contract.
1.2	In no case the allottee can have more than three concurrent licenses for shops. If the bidder is in possession of three licenses on the close date of submission of tender, his/her bid will be summarily rejected.
1.3	<b>Existing Licensee of shops can only apply if he has completed the renewal agreement as per shop allotment policy 2014</b>
1.4	The License granted under this Agreement shall become effective from the date of execution/signing of this Agreement.
1.5	The tenure of the license shall be for a period of one year commencing from the Effective Date. The original license granted is extendable up to 5 year on sole discretion of BHEL. Extension of license is basically renewal of license and it shall be done annually on the request of the licensee and each renewal shall require signing of a fresh agreement.
1.6	The Bidder shall be allowed occupation of the premises only after submitting the security deposit for due observance of the terms and conditions of the license for an amount equivalent to 12 (twelve) months bidder fee in the form of demand draft/banker's cheque.
1.7	The Earnest Money Deposit of the H1 Bidder, if any, submitted along with the bid shall be adjusted towards the security deposit to be paid.
1.8	The Security Deposit shall not carry any interest and it shall be refunded only after the Bidder vacates the premises and hands over physical and unencumbered possession of the Premises to the Company on termination or expiry of the License after deducting there from any sum that may be found due from the Bidder.
1.9.1	In the event of non-observance of any of the terms and conditions of this license the said Security Deposit shall be forfeited in whole or in part at the discretion of the COMPANY.
1.9.2	Subject to the Bidder not being in default of any of its obligations under running Agreement and prior mutual agreement being reached between the Parties in this behalf as to the terms and conditions, the license may be renewed further.
1.9.3	Shops are allotted for connivance of Township residence, and it should not be used for purpose other than specified in agreement. Shops should not be closed continuously for more than two months. If Estate department finds that shop is closed for more than two months or used for purpose other than specified in agreements without prior permission, it will be treated as breach of the agreement.
2.0	<b><u>Types of Business :</u></b>

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2.1	From time to time, the Company shall notify lists of banned business(es) and essential business(es). Businesses notified as banned businesses shall not be carried on from the Premises.
2.2	The Bidder hereby agrees and undertakes that it shall not conduct or carry out any business from the Premises which is notified as a Banned Business by the Company.
2.3	For General Business — The Bidder to whom the premises have been allotted for General Business may change over to one or more business(es) including essential business without need for further permission from the Company. Further, in case the Bidder switching over to an Essential Business no change/relaxation in license fee payable will be allowed for such change of business.
3.0	<b><u>License Fee etc.</u></b>
3.1	That the BIDDER shall pay the monthly License fee AS PER H1 QUOTED RATES.
3.2	'License Fee for the first month shall be paid as on the day of signing of this Agreement
3.3	For each subsequent month during the first year of the tenure of the- License fee shall be paid on the first day of each calendar month in advance without any demur or reservations and without insisting for a written demand being raised by the Company in this regard.
3.4	During the currency of the Agreement, the License Fee as mentioned in clause 3.1 shall stand enhanced on each yearly anniversary of this Agreement @5% which shall be rounded off to the next higher ten Rupees.
3.5	The Bidder shall pay the enhanced License Fee during the said year in the same manner as stipulated in clause 3.3. Same procedure shall be followed in subsequent years also during the currency of this Agreement.
3.6	The due and prompt payment of the License Fee in the manner stipulated hereinabove shall be of essence of the Agreement and the Licensee understands that any failure to make the due payment by the stipulated time shall amount to fundamental breach of its/his obligations under this Agreement.
3.7	The Company shall issue to the Bidder the receipt acknowledging the realization of the License Fee within a period of 7 days from the date of realization thereof.
3.8	The Bidder agrees that the residence area which has been allotted to the Bidder will be treated as part of the Licensed Premises. The Bidder Fee shall be calculated accordingly. (Clause 3.8 will be treated as deleted in case of premises allotted without residential area) <i>License</i>
4.0	<b><u>Vacation of the Premises for Need of the Company:</u></b>
4.1	If at any time during the period when the Bidder is in occupation of the Premises, the Company needs the said Premises, the Company can call upon the bidder from one Premise another similar Premise in any available location, similar to the extent possible to the present location and the Bidder shall thereupon vacate and shift to such premise within the period stipulated in this behalf by the Company at his own expense. If no such alternative shop is available the Company shall terminate the license by giving one month notice.
5.0.	<b><u>Nature of License and Prohibition On Transfer/Assignment of License</u></b>

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5.1	That the BIDDER of the said premises shall, during the currency of the term of the Agreement, have only a permissive right to use the said premises for the; purpose provided in the Agreement, arising by the permission granted by the Company. Nothing herein contained shall be construed to create a tenancy or exclusive right in favor of BIDDER to the Licensed premises and his rights are only those of a bare bidder.
5.2	That the BIDDER shall not in any manner assign or transfer this license to any person nor shall the Bidder sublicense the said premises or part with any privilege granted herein to any other person what-so-ever or in any manner. The Bidder shall use the premises solely for the purpose defined herein for which he has been granted this License. In the event of violation of this condition the Licenser may, without prejudice to any other action which he may be entitled to take, terminate this License forthwith.
6.0	<b>Compliance of Laws</b>
6.1	That during the period when the BIDDER remains in occupation of the Licensed premises, the BIDDER agrees to abide by the provisions of all applicable central or state laws and rules or regulations framed thereunder applicable to his trade or his use of the licensed premises and shall bear all costs towards compliance of the said provisions on his own account. Without prejudice to the generality of the foregoing, in particular, the BIDDER shall comply with the provisions of the Employment of Children Act, 1938, Shops and Commercial Establishment Act of the State etc.
6.2	The BIDDER also agrees to obtain at his own expense, all licenses, permissions, permits or clearances from the concerned authorities as necessary for us of the licensed premises by the Bidder or for carrying out the trade from the said premises.
6.3	The BIDDER also agrees to comply with at his own cost any regulation, direction or order of any regulatory or statutory authority or judicial or quasi-judicial body or local authority with regard to the use of the licensed premises by the Bidder or the trade carried out there from during the period he is or remains in occupation of the licensed premises.
6.4	That the BIDDER shall pay all taxes, levies, cesses, fees or charges of whatsoever description, with all enhancements in relation to the said occupation or use of the licensed premises and / or the trade carried on in and from the said premises as is to be paid or assessed by the authorities concerned during the period when the bidder remains in occupation of the licensed premises.
6.5	The Bidder understands and agrees that the premises under occupation by and under the Agreement may be inspected by from time to time by officials of the concerned statutory or local or regulatory authorities Agencies and that any observation, order passed consequent upon such inspection shall be complied with by the Bidder at his own Post and expense.
6.6	The fine or other penalty of whatsoever description, imposed by the concerned authority In respect of any violation or the non-compliance of any applicable provision shall be paid by the Bidder.

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6.7	The BIDDER agrees to keep the Licensor/Company harmless and hold it indemnified on account of any loss or damages sustained or expenses or costs incurred by the Licensor in order to defend any proceeding brought against it or on account of use of the licensed premises by the Bidder or to ensure compliance of the central and the state laws, rules, regulations made thereunder or regulations, directions or orders of any regulatory or statutory authority or judicial or quasi-judicial body or local authority as applicable to the trade of the bidder or to the use of the licensed premises by the Bidder.
6.8	The Bidder shall, without demur or reservations, forthwith pay in full, the sum of money as demanded by the Licensor in terms of clause 6.7.
7.0	<b>Risks and Liabilities of Bidder</b>
7.1	That the Bidder agrees that he shall solely bear all risks and liabilities whatsoever, and meet all debts or arrears in respect of the trade carried on by the Bidder in or from the licensed premises and the COMPANY shall not be liable for any such risks nor for any debts, arrears, or other levies statutory or otherwise, arising out of any of the acts, omissions or deeds of the BIDDER.
8.0	<b><u>Extent of Licensed Premises</u></b>
8.1	The Bidder understands and agrees that the license granted by the License Agreement, is only as respects the area enclosed by the walls and the door of the licensed premises. Any open area or the front, back or side verandah (if any) abutting the licensed premises are meant only for the use as common passage by the customers, visitors etc. and is not a part of the Licensed premises itself. Such open area or verandah must on no account be used for any purpose, by the bidder as a part of the licensed premises including but not limited to for exhibiting articles for sale. The verandah(s) must be left absolutely unoccupied. Any occupation of the any open area or the front, back or side verandah (if any), shall constitute unauthorised occupation and the BIDDER shall be liable for any consequential action.
8.2	The BIDDER agrees that it shall not encroach or occupy on any vacant land without prior permission of the Company in writing' and shall restrict his use to the premises licensed to him. Any encroachment under this clause or the preceding clause without the prior permission from the Company would be construed as unauthorized occupation / trespass in breach of this agreement, irrespective of the time.
9.0	<b>Payment of Electricity and Water Charges, conservancy charges etc. and Powers of Company on the event of Default of Payment.</b>

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9.1	That the BIDDER agrees that during the period when it remains in occupation of the licensed premises, it shall pay in full, without demur or any reservations, all electricity and water consumption charges, as demanded from it in respect of the licensed premises. Such charges, shall be payable on actuals (as intimated to the bidder by the Company) if the connection is from the concerned utility. In case the connection is not from the concerned utility, then the charges shall be payable as determined by the Company in accordance with the rates fixed by the COMPANY in this behalf from time to time. The BIDDER shall also pay Professional Tax if any imposed by the concerned authorities.
9.2	The BIDDER farther agrees to bear all necessary conservancy charges and bills for such charges preferred by the COMPANY shall be payable by the BIDDER within seven days from the date of presentation of the bill failing which 1.5% interest per month will be levied and recoverable from the Security Deposit.
9.3	Bidder agrees that all bills for electricity/water supply shall be payable within 7 calendar days from the date of presentation of the bill(s). In the event of default in making the payment of the bill(s), the supply of the service may be disconnected or discontinued by the Company, without any further notice and without prejudice to the Company's right to terminate the agreement.
9.4	However the COMPANY shall restore the service(s) immediately after the payment of dues as per clause 9.1 and reconnection charges as fixed by the COMPANY from time to time for each service including recovery on default of payment from the bidder as per clause _____ 9.5 have been full paid.
9.5	In case the bidder fails to submit the payment within the due date of payment specified in the confirmation order, he may be allowed to make such payment along with late payment penalty @ 1% per week or part thereof, subject to a maximum of 2 weeks along with applicable GST thereon, at the sole discretion of HEEP, BHEL. If payment is not made even after 2 weeks from the allowed last date of payment, HEEP, BHEL may cancel the agreement and forfeit the amount deposited including Pre bid EMD/ Security Deposit. The bidder will have no claim whatsoever.
10.0	<b><u>Maintenance of Licensed Premises</u></b>
10.1	The Bidder agrees to maintain the interior and the exterior of the premises in good tenantable repair at all times during his occupation of the same at his own cost and expenses. However, on account of such expenses and costs, the Bidder shall not be entitled to claim any rebate in the Bidder Fee reserved hereby or for extension of the tenure of the License.
10.2	The Bidder shall always keep the Licensed Premises maintained in neat, clean and hygienic condition to the satisfaction of the COMPANY.
10.3	That the BIDDER shall not carry out any additions/alteration of permanent nature, except minor repairs and interiors of temporary nature. No structural change will be permitted.
10.4	That the BIDDER shall make good any damage caused to the said premises at his own expenses (normal wear and tear being excepted). The decision of the COMPANY or any officer authorized on its behalf shall be final and binding on the BIDDER.

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10.5	The major structural repairs of the Licensed Premises, if necessary, shall be, carried out by the Company. For the purpose of carrying out such repairs, the Company may call upon the Bidder to handover, vacant and physical occupation of the premises to the company for the period requisite for carrying out the repairs as adjudged by the Company.
10.6	The Bidder shall not be entitled to claim any compensation for direct or indirect losses arising out of such handing over of occupation of the premises to the Company. However, the original term of the License Agreement shall be correspondingly increased by the duration for which the Bidder remains out of occupation and use of the premises owing to such repairs being carried out.
10.7	In the event, the occupation of the Licensed Premises cannot be restored to the Bidder within a period of six months after carrying out the repairs, the Bidder may terminate the License Agreement by serving the one month notice.
11.0	<b><u>Removal of Objectionable/Undesirable Persons from the Premises.</u></b>
11.1	The BIDDER should normally be available in the premises to run the business.
11.2	The BIDDER agrees to forthwith remove any of his employee or associates from the licensed premises, whose continued presence at the aforesaid premises is considered by the COMPANY as undesirable for medical, security or any other reasons which the COMPANY will not be obliged or forced to disclose. The order of the TAD In-charge of the Company in this behalf shall be final and binding.
12.0	<b><u>Non-interference by the Bidder with Pipelines etc.</u></b>
12.1	The BIDDER shall not interfere or damage with the pipelines, gas pipe lines, water pipe lines, Sewerage lines, Telegraph lines, Telephone, other Cable lines and the Electric lines passing over or under ground of the premises so allotted to him.
13.0	<b><u>Remedies for Breach and Termination of License.</u></b>

13.1	<p>Suggested breach(es) for imposing penalty under this clause are those which are minor in nature and do not call for immediate termination of license agreement, e.g. obstructing pathway by keeping materials/ goods, extending shop in verandah etc.</p> <p>Except in so far as is specifically provided for in this Agreement, in case of breach or non-observance of the terms and conditions of this agreement by the BIDDER or employees / agent, the COMPANY may, without prejudice to its right to terminate/revoke the License granted under this Agreement on that account, take one or more of the following actions against the BIDDER,:</p> <ol style="list-style-type: none"> <li>Impose penalty for a sum of Rs. 500/- per day during which the violation or non-compliance of any provision of this Agreement continues. In the event, the Bidder is found to be habitually violating the provisions of the Agreement, then the penalty shall be calculated at a rate of Rs. 1000/- per day during which the violation or non-compliance continues. The decision of the Company in this behalf shall be final and the amount as adjudged by the Company would, unless paid in full within 7 calendar days from the date of raising of the demand, be deducted, from the Security Deposit of the Bidder.</li> <li>Forfeit the security deposit in whole or in part to make good any loss caused to the Company or to the Licensed Premises.</li> <li>Suspend the use of the' licensed premises by the Bidder for a period not more than 90 (Ninety) days in respect of each such violation or non-compliance.</li> </ol>
13.2	Notwithstanding anything to the contrary contained in the agreement, the Agreement may be terminated at any time by either party by giving one month notice in writing to the other Party without assigning any reason.
13.3	The shop will be allotted "As-Is-Where-Is" basis. The allottee will not be paid any compensation, damages towards dismantling, removal of any infrastructure, temporary structures, interiors etc., which he/she may have done for running trade/ business during the license period, at the time of expiry/ termination of license /vacation of premises on account of any reason whatsoever.
13.4	On termination of the License as per clause 13.2, the BIDDER binds himself to remove all his properties from the said premises and shall handover the vacant premises to the COMPANY, repair all damages within the period of the notice for termination / vacation.
13.5	The construction/I structure if any, erected by the BIDDER shall be removed at his on cost and the premises would be restored as it was handed over. If the COMPANY wants that such structures should not be removed but be retained in the premises, then the value of such construction / structure shall be determined by the Company which shall be final and paid to the bidder within a reasonable period.
13.6	In case of termination of the License in any manner, the BIDDER shall not be entitled to claim any compensation from the Company or seek recovery of investments or an alternate premise.
13.7	<del>In the event of insolvency or death or conviction in a court of law for an offence involving moral turpitude of the BIDDER, the license shall be cancelled forthwith.</del>
13.8	That the vacation of the premises on expiry of the license period is essence of the Contract failing which the Company will be entitled to claim penal charges for unauthorized occupation @ 200% of the License fee but in no case less than Rs. 1000/- per day. This shall be in addition to the license fee payable herein.

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0	<b>Cost of Stamping and Execution</b>
1	That the BIDDER shall bear the cost of stamping and execution of the agreement.
0	Any notice required to be served by the COMPANY upon the BIDDER shall be deemed to be sufficiently served if signed by the officer authorized by the COMPANY and delivered sent by Registered Post address to the BIDDER at his last known place of business or at the said premises. Any notice to be served by the BIDDER upon the COMPANY shall be deemed to be sufficiently given by him and delivered, if the same is properly addressed, and stamped and sent by Registered Post or hand delivered in the office of township administration of the Unit.
16	<b>Conditions for temporary construction on roof</b> (For S.L. 21, 22, 23 & 24 of Annexure (C)) 1. All the construction on the roof for general business will be temporary & removable. Vendor have to provide the plan of construction to the Estate Department and take permission from the Estate Department before start of construction. Only after Inspection from Township Civil, vendor can start the work. Vendor has to ensure that the temporary structure (Without Linter) constructed by him will not affect the building safety. If any damage is noticed after construction of the temporary structure (without Linter) / shed, it will be rectified by the vendor itself without claiming any cost to BHEL. 2. Temporary & safe Staircase will be constructed by the vendor to reach the roof after taking permission from the Estate Department on the basis of submitted drawings. 3. After completion of agreement / termination of the contract, the temporary structure (without Linter) / shed will be removed / demolished by the vendor itself without damaging the BHEL Property. In-case, any damage of BHEL Property is observed, it will be rectified by the vendor without any cost to BHEL or recovered by the vendor / from the security deposit submitted by the vendor. Decision of Engineer In-Charge of BHEL will be binding to the contractor. 4. If vendor will not remove the temporary structure (without Linter) after completion of agreement / termination of the contract, BHEL will remove the structure on the risk & cost of vendor and recovered from the security deposits.
16.1	The allotment of shops will be on License basis which is property of BHEL and will be governed by <b>Public Premises (Eviction of Unauthorised Occupants) Act, 1971.</b>

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**PQR (Pre-Qualification Requirement)**

1. Bidder shall have to submit copy of PAN No. along with Income Tax Return for previous financial year ending 31.03.2023 <sup>✓</sup>
2. Self-attested copy of Solvency Certificate issued by scheduled bank within one year of the date of tender opening shall be submitted by the bidder for a minimum value of Rs. 50000/-
3. Party need to submit Character Certificate issued not later than 3 months from date of opening of tender
4. Party need to submit Police verification certificate issued not later than 3 months from date of opening of tender
5. Party need to submit the following along with **valid GST Certificate**
  - a. Legal Name of the bidder as in GST registration: \_\_\_\_\_
  - b. GST registration No. \_\_\_\_\_
  - c. State \_\_\_\_\_
  - d. Place of business \_\_\_\_\_
  - e. Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme): \_\_\_\_\_
  - f. Address of the Bidder: \_\_\_\_\_
  - g. Email Id and Contact No. of the Bidder: \_\_\_\_\_
  - h. PAN No. Of Bidder (A copy of PAN Card to be submitted) \_\_\_\_\_
  - i. Only General Business/~~Essential Business~~
  - j. Affidavit of self-certification as per attached format.

**Note:- BHEL Reserve right to cancel the contract at any stage if for any reason the GST Certificate becomes Inactive/Cancelled.**

(Mrs. Madhu Garg)

DGM, Finance

(Vivek kumar Yadav)

Manager, Estate & Water works

(Amit Kumar Patra)

Manager, HR (IR)

TOWNSHIP ADMINISTRATOR

5(J) of Annexure "F"

AFFIDAVIT  
(TO BE SUBMITTED BY BIDDER)

I ----- S/o,D/o----- do here by  
solemnly affirm and state on oath as follows:-

- (a) That my adhar card NO. is -----
- (b) That my PAN card No. is -----
- (c) That my permanent address is-----  
----- and I am submitting  
adhar card and Ration Card as address proof.
- (d) That I will submit police verification within 15 days of issue of award letter for shops in BHEL Haridwar.
- (f) That I will submit Character Certificate within 15 days of issue of award letter for shops in BHEL Haridwar.
- (g) That I am submitting GST certificate/ I will submit GST Certificate within 15 days of issue of award letter for shops in BHEL Haridwar.
- (g) That what is stated above is true and correct to best of my knowledge information and belief. Nothing material has been concealed there from.

Date:-

Place:-

Signature of deponent