

**BHARAT HEAVY ELECTRICALS LIMITED**  
**BOILER AUXILIARIES PLANT**  
**RANIPET- 632406**

**ESTATE DEPARTMENT**

**TENDER NOTICE**

**Tenders are invited for allotment of shops in BHEL Township, Ranipet- 632406 on license basis for a period of five years**

- Last date for obtaining application **30.07.2016 up to 01.00 PM**
- Last date for submission of filled in application **30.07.2016 up to 03.00 PM**
- Date of opening Tender (Part-A Techno Commercial Bid) **30.07.2016 at 03.30 PM**

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The blank Tender application form can be obtained from the office of Estate Officer, BHEL, Ranipet-632406 or can be downloaded from BHEL website <http://www.bhel.com> or central public procurement portals [www.eprocure.gov.in](http://www.eprocure.gov.in) & <http://tenders.gov.in> as advertised in the NIT publication. For further details please contact.

**ESTATE OFFICER,**  
**HRM Department, Administrative Building**  
**BHEL/BAP,**  
**RANIPET - 632406.**

**PHONE NO. 04172-284022**

(K.V.Gopinath)	(K. Ramesh)	(C. Rajasekaran)	(G. Rathinam)
Sr.Manager/HR (Convenor)	Sr.Manager/Finance	Manager/HR	DGM/CP&S (Head of TTAC)

AGM/HR & IC may kindly approve the tender document.

**AGM/HR&IC**

**Tender Notice for Allotment of Shops at BHEL Township, Ranipet**  
**Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2016 dated: 07.07.2016**

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**BHARAT HEAVY ELECTRICALS LIMITED**  
**BOILER AUXILIARIES PLANT::RANIPET – 632 406**  
**HRM:: ESTATE DEPARTMENT**  
**TENDER NOTICE- PART-A (TECNO COMMERCIAL BID)**

PART-A: Section- I

Sealed Tenders in two part i.e PART-A (Technical cum Commercial Bid) and PART-B (Price Bid) are invited by the Estate Officer for Licensing of shop premises as listed in Annexure-I in the company's township as detailed below subject to the terms and conditions of Allotment Rules of Bharat Heavy Electricals Limited, Ranipet – 632 406.

**DETAILS AS FOLLOWS**

- 1) Place** : Description of Shops and location are furnished in ANNEXURE-I
- 2) Type of Space** : Built up area covered with RCC roof.
- 3) Type of Business : (General Category)** The tenderer may run any type of business(es) which are not banned or not identified for any particular shop. The list of such banned business are listed in ANNEXURE-I. However, the tenderer shall mention the name of business(es) which he intends to do in that particular shop.
- 4) License Fee** License Fee shall be fixed by Tender. Minimum Reserve License Fee per month is indicated in the ANNEXURE-I. The final License Fee shall be fixed based on valid bids. License Fee together with allied charges (Water Charge, applicable Service Tax, Cess, wherever applicable) shall be payable every month in advance at the beginning of the month. The initial License Agreement will be made only for a maximum period of five years with the successful tenderer. During the currency of this agreement, the License Fees shall stand enhanced on each yearly anniversary of agreement @5% which shall be rounded off to the next higher ten rupees.
- 5) Service Tax** : Service tax @ 15% (including 0.5% Swaach Bharat cess and 0.5% KrishiKalyanCess) or at the applicable rates payable on the License fees to be borne by the occupant.
- 6) EB charges** : EB charges have to be borne by the successful tenderer and should remit of their own as per meter reading. Any increase rate proposed by TNEB, will have to be borne by the occupant.
- 7) Earnest Money Deposit (EMD):** EMD amount for that particular shop shall be submitted by the tenderer along with the PART-A (Technical cum Commercial Bid) of the tender document without which the tender will be rejected summarily. The EMD amount for each shop is furnished in ANNEXURE-I. EMD as indicated in ANNEXURE-I shall be submitted along with PART-A of the tender in the form of Demand Draft drawn on any Nationalised Bank in favour of "Bharat Heavy Electricals Limited, Ranipet-532406" payable at Ranipet or by cash at BHEL Cash Office between 10.00 am and 03.00 pm on BHEL working days (as permissible under Income Tax act) towards Earnest Money Deposit (EMD). Tenders received without Earnest Money Deposit shall be summarily rejected. Cheques will not be accepted. Earnest money deposit of unsuccessful tenderers shall be refunded within fifteen days of acceptance of allotment order. In the case of successful tenderer, earnest money deposit will be adjusted towards the Security Deposit or it may be forfeited in case the successful tenderer refuses to accept the award of License or fails to

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PART-A : Section- I

complete the required formalities and occupy the premises within the specified and permitted time and delay in starting the actual operation beyond the permitted time under the License. In case the bidder prefers to quote for more than one shop, he/she shall pay the cumulative EMD amount for shops he/she is quoting.

- 8) Reservation for SC:** As per company policy, few shops are identified for allotment to only Schedule Caste category. Accordingly Shop Number – 3 is identified for Schedule Caste. Tenderers belonging to this community can alone are eligible to submit their offer for this particular shop. Other Shop numbers viz. 8, 14 & 20 are open for all. Tenderers belonging to any community can submit their tenders for these shops. Information in this regard is furnished in ANNEXURE-I

**9) Qualification Requirement:**

- a. The tenderer should not have been convicted under court of law nor should have any criminal case pending against him. The tenderer shall declare the same in Annexure-III
- b. The tenderer should not have been black listed by Central/State government or Public Sector establishments or by public sector banks. The tenderer shall declare the same in Annexure-III.
- c. Self attested copy of any two of the Ration Card or Voter Identity card or PAN card shall be submitted as Address Proof. Besides self certification AFFIDAVIT on antecedents of the tenderer shall be submitted in original. In the event of any shop is allotted to the tenderer, the details of the allottee will be forwarded to the Police for verification and in case the affirmation of the allottee is found false at a later stage, immediate action taken for eviction and the allotment would be terminated forth with.
- d. In case, any shop listed in ANNEXURE-I is identified for SC community. Bidders belonging to that particular community can alone participate in the tender. Tenders submitted by any other community other than indicated one will not be considered and will be summarily rejected. Self attested copy of valid community certificate issued by appropriate authority shall be submitted without which the tender will be summarily rejected. Shop No. 3 is identified for Scheduled Caste (SC) community only.
- e. A bidder is eligible to apply for one or more shops. However, in no case more than three concurrent licenses for shops will be allotted. If a bidder is in possession of three licenses on the close date of submission of tender, his/her bid will be summarily rejected.

**10) Evaluation of PRICE BID (Tender Part-B) :**

- a. Bidders who qualify Part-A (Technical cum Commercial Bid) will only be considered for Part-B.
- b. Shop will be allotted to the bidder who quotes highest License Fee for that particular shop. Offers of the Technical cum Commercially qualified bidders will be ranked in the order of highest License Fee quoted to the lowest (ie H1, H2, H3....). The successful bidder will be selected, based on the highest rate of License Fee offered (H1) for that particular shop. The decision of Estate Officer, BHEL/BAP, Ranipet shall be final in this regard.

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PART-A : Section- I

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

- 11) Period of Allotment:** 5 years from the date of allotment. Renewal after 5 years may be considered at revised terms and conditions agreeable to both the parties. At the time of renewal, the balance of interest free revised Security Deposit based on 12 months revised license fee shall be deposited towards Security Deposit. The cumulative security deposit will be returned without interest after the License period is over and after surrender of the building by the occupant subject to full settlement of dues payable to company.
- 12) Tenderer, in his own interest, is suggested to inspect the proposed premise(s) before submitting tender. The tenderer shall not later raise disputes on this account.
- 13) The tender application, complete in all respects to be submitted in a sealed cover with inscription on the top left side "Tender for Shop No(s). \_\_\_\_\_ for \_\_\_\_\_ (Business(es) Name)" and drop it in the sealed tender box placed in the office of Estate Officer by the stipulated date and time. The management shall not be responsible for any loss or delay in receipt of the tender by post.
- 14) Successful Tenderer shall complete all formalities within 15 days time including deposit of security deposit and execution of License Deed prescribed by BHEL and shall start his business within 60 days from the date of allotment of building.
- 15) The blank Tender application form can be obtained from the office of Estate Officer, BHEL, Ranipet-632406 or can be downloaded from BHEL website or central public procurement portals as mentioned in Page 1 and NIT publication.
- 16) Sealed bids shall be submitted in the manner as mentioned below:
- a) First sealed Envelope super scribed as "PART-A (Techno Commercial Bid) – Tender for Shop Number(s) \_\_\_\_\_ for \_\_\_\_\_ (Business(es) Name), Ref: BHEL:BAP:HR:ESTATE:SA 2016 Dated 07.07.2016", shall contain full set of all the above tender documents from page 1 to 26 except PART-B duly filled-in and documents in support of pre-qualification with signature on all pages but without any mention of rates & prices. First envelope shall also contain "EARNEST MONEY DEPOST (EMD) in the form of DD or Pay Order payable at any scheduled bank in Ranipet, Vellore District, Tamil Nadu or SBI, BHEL Project, Mukundarayapuram(code 7013).
- b) Second sealed Envelope super scribed as "PART-B (Price Bid) - Tender for "Shop Number(s) \_\_\_\_\_ for \_\_\_\_\_ (Business(es) Name), Ref: BHEL:BAP:HR:ESTATE:SA 2016 Dated 07.07.2016 ", shall contain prices filled in the Price Bid format (Page 27) with signature and no other additional papers to be enclosed therein.

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PART-A : Section- I

- c) Both the above envelopes should be kept in another cover, sealed and superscribed as "Tender for Shop Numbers \_\_\_\_\_ for \_\_\_\_\_ (Business(es) Name), Ref: BHEL:BAP:HR:ESTATE:SA 2016 Dated 07.07.2016" addressed to "ESTATE OFFICER, HRM Department, BHEL/BAP, Ranipet, Tamil Nadu- 632 406" and shall be submitted to his office till 03.00 PM of 30.07.2016. Offers which are incomplete or received late are liable for rejection.
- 17). The PART-A (Techno Commercial Bids) bids will be opened on the same day at 03.30 pm in presence of the tenderers or their authorized representatives. After ascertaining the techno-commercially suitability of the offers, the price bids of techno-commercially acceptable bidders will be opened on a specified date which will be communicated to the bidders for participation to witness the same.
- 18). Acceptance of the bid will be intimated to successful bidder through a Letter of Intent (LOI) and this letter will be treated as authorization for allotment of shop on license basis. The bidder shall sign the said copy of LOI and send to BHEL/BAP, Ranipet within fifteen days (15) from the date of receipt of the same. In the event of failure on the part of the bidder to sign and return the LOI within the specified time, BHEL shall have the right to black list the tenderer in line with extant BHEL policy. The decision of BHEL is final and binding on this matter.
- 19) Discrepancy in "words" & "Figures"**  
The License Fee quoted in the tender shall be in figure as well as in words. If there is a discrepancy between words and figures, the amount in words shall prevail.
- a) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be

Date:

Signature of the Tenderer

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PART-A : Section- II

**TERMS & CONDITIONS**

<b><u>1.</u></b>	<b><u>Term, Effective Date etc.</u></b>
1.1	The License granted under this allotment shall become effective from the date of execution of this Agreement.
1.2	The tenure of the license commencing from the Effective Date, shall be for a total period of five years ( 60 months).
1.3	The Licensee 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 licensee fee in the form of demand draft/banker's cheque.
1.4	The Earnest Money Deposit of the Licensee, if any, submitted along with the bid shall be adjusted towards the security deposit to be paid.
1.5	The Security Deposit will be refunded without interest only after the Licensee 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 Licensee.
1.6	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.
1.7	Subject to the Licensee not being in default of any of its obligations under this 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.
<b><u>2.0</u></b>	<b><u>Types of Business:</u></b>
2.1	From time to time, the Company shall notify lists of banned business(es). Businesses notified as banned businesses (Annexure-II) shall not be carried on from the Premises. Also, the tenderer shall not quote or carry on business(es) which are not permitted in particular shop(s) (Annexure-I). The tender(s) of bidder(s) who quote to conduct or carry on banned/not permitted business(es) as above will be summarily rejected.
2.2	The Licensee hereby agrees and undertakes that it shall not conduct or carry out any business from the Premises which is notified as a Banned Business/not permitted by the Company.
2.3	For General Business - The Licensee to whom the premises have been allotted for General Business may change over to one or more business(es) without need for further permission from the Company subject to clause nos. 2.1 and 2.2. Further, in case the Licensee switching over Business no change/relaxation in license fee payable will be allowed for such change of business.
<b><u>3.0</u></b>	<b><u>License Fee etc.</u></b>
3.1	License Fee shall be fixed based on evaluation of the Tenders.

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3.2	The 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 of this Agreement 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 this Agreement, the License Fee fixed through tender 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 Licensee 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 herein above shall be of essence of this Agreement and the Licensee understands that any failure to make the due payment by the stipulated time shall amount to a fundamental breach of its/his obligations under this Agreement.
3.7	The Company shall issue to the Licensee the receipt acknowledging the realisation of the License Fee within a period of 7 days from the date of realisation thereof.
<b>4.0</b>	<b><u>Vacation of the Premises for Need of the company:</u></b>
4.1	If at any time during the period when the Licensee is in occupation of the Premises, the Company needs the said Premises, the Company can call upon the licensee from one Premise another similar Premise in any available location, similar to the extent possible to the present location and the Licensee 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.
<b>5.0</b>	<b><u>Nature of License and Prohibition on Transfer/ Assignment of License:</u></b>
5.1	That the LICENSEE 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 favour of LICENSEE to the Licensed premises and his rights are only those of a bare licensee.
5.2	That the LICENSEE shall not in any manner assign or transfer the license to any person nor shall the Licensee sublicense the said premises or part with any privilege granted herein to any other person what-so-ever or in any manner. The Licensee 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 Licensor may, without prejudice to any other action which he may be entitled to take, terminate this License forthwith.
<b>6.0</b>	<b><u>Compliance of Laws</u></b>
6.1	That during the period when the LICENSEE remains in occupation of the Licensed premises, the LICENSEE shall abide by the provisions of all applicable central or state laws and rules or regulations framed thereunder applicable to his trade or his use of the licensed premises and shall bear all costs towards compliance of the said provisions on his own account. Without prejudice to the generality of the foregoing, in particular, the LICENSEE shall comply with the provisions of the Employment of Children Act, 1938, Shops and Commercial Establishment Act of the State etc.



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PART-A : Section- II

6.2	The LICENSEE also shall obtain at his own cost and expense all licenses, permissions, permits or clearances from the concerned authorities as necessary for use of the licensed premises by the Licensee or for carrying out the trade from the said premises.
6.3	The LICENSEE also shall comply with at his own cost any regulation, direction or order of any regulatory or statutory authority or judicial or quasi- judicial body or local authority with regard to the use of the licensed premises by the Licensee or the trade carried out there from during the period he is or remains in occupation of the licensed premises.
6.4	That the LICENSEE shall pay all taxes, levies, cesses, fees or charges of whatsoever description, with all enhancements in relation to the said occupation or use of the licensed premises and / or the trade carried on in and from the said premises as is to be paid or assessed by the authorities concerned during the period when the licensee remains in occupation of the licensed premises.
6.5	The Licensee understands and shall agree that the premises allotted may be inspected from time to time by officials of the concerned statutory or local or regulatory authorities Agencies and that any observation, order passed consequent upon such inspection shall be complied with by the Licensee at his own cost and expense.
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 Licensee.
6.7	The LICENSEE shall keep the Licensor/Company harmless and hold it indemnified on account of any loss or damages sustained or expenses or costs incurred by the Licensor in order to defend any proceeding brought against it or on account of use of the licensed premises by the Licensee or to ensure compliance of the central and the state laws, rules, regulations made thereunder or regulations, directions or orders of any regulatory or statutory authority or judicial or quasi-judicial body or local authority as applicable to the trade of the licensee or to the use of the licensed premises by the Licensee.
6.8	The Licensee shall, without demur or reservations, forthwith pay in full, the sum of money as demanded by the Licensor in terms of clause 6.7 .
<b><u>7.0</u></b>	<b><u>Risk and Liabilities of Licensee:</u></b>
7.1	That the Licensee shall solely bear all risks and liabilities whatsoever, and meet all debts or arrears in respect of the trade carried on by the Licensee 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 LICENSEE.



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PART-A : Section- II

<b>8.0</b>	<b><u>Extent of Licensed Premises:</u></b>
8.1	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 licensee 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 unauthorized occupation and the LICENSEE shall be liable for any consequential action.
8.2	The LICENSEE 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.
<b>9.0</b>	<b><u>Payment of Electricity and Water Charges, Conservancy Charges etc. and Powers of Company in the event of Default of Payment:</u></b>
9.1	That the LICENSEE shall during the period when it remains in occupation of the licensed premises, it shall pay in full, without demur or any reservations, all, electricity and water consumption charges, as demanded from it in respect of the licensed premises. Such charges, shall be payable on actuals (as intimated to the licensee by the Company) if the connection is from the concerned utility. In case the connection is not from the concerned utility, then the charges shall be payable as determined by the Company in accordance with the rates fixed by the COMPANY in this behalf from time to time. The LICENSEE shall also pay Professional Tax if any imposed by the concerned authorities.
9.2	The LICENSEE further shall bear all necessary conservancy charges and bills for such charges preferred by the COMPANY shall be payable by the LICENSEE 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	The Licensee shall pay all bills for electricity/water supply etc., 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 licensee as per clause 9.5 , have been fully paid.
9.5	The recovery of penalty on default payment from the licensee will be minimum of Rs. 100/- p.m. or 1.5% interest per month on outstanding dues, whichever is higher.

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PART-A : Section- II

<b><u>10.0</u></b>	<b><u>Maintenance of Licensed Premises:</u></b>
10.1	The Licensee shall maintain the interior and the exterior of the licensed premises in good tenable repair at all times during his occupation of the same at his own cost and expenses. However, on account of such expenses and costs, the Licensee shall not be entitled to claim any rebate in the Licensee Fee reserved hereby or for extension of the tenure of the License.
10.2	The Licensee shall always keep the Licensed Premises maintained in neat, clean and hygienic condition to the satisfaction of the COMPANY.
10.3	The Engineer-in-charge of maintenance, or any other authorized representative of the COMPANY shall at all times during the working hours, have free access to every part of the premises allotted to the LICENSEE for the purpose of inspection and also to carry out the necessary repairs and other annual maintenance works.
10.4	That the LICENSEE shall not carry out any additions/alteration of permanent nature, except minor repairs and interiors of temporary nature. No structural change will be permitted.
10.5	That the LICENSEE shall make good any damage caused to the said premises at his own expenses (normal wear and tear being excepted). The decision of the COMPANY or any officer authorized on its behalf shall be final and binding on the LICENSEE.
10.6	The major structural repairs of the Licensed Premises, if necessary, shall be carried out by the Company. For the purpose of carrying out such repairs, the Company may call upon the Licensee to handover, vacant and physical occupation of the Premises to the Company for the period requisite for carrying out the repairs as adjudged by the Company.
10.7	The Licensee shall not be entitled to claim any compensation for direct or indirect losses arising out of such handing over of occupation of the premises to the Company. However, the original term of the License Agreement shall be correspondingly increased by the duration for which the Licensee remains out of occupation and use of the premises owing to such repairs being carried out.
10.8	In the event, the occupation of the Licensed Premises cannot be restored to the Licensee within a period of six months after carrying out the repairs, the Licensee may terminate the License Agreement by serving the one month notice.
<b><u>11.0</u></b>	<b><u>Removal of Objectionable/Undesirable Persons from the Premises:</u></b>
11.1	The LICENSEE should normally be available in the premises to run the business.
11.2	The LICENSEE 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 ESTATE OFFICER of the Company in this behalf shall be final and binding.
12.0	Non-interference by the Licensee with Pipelines etc.
12.1	The LICENSEE 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.

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PART-A : Section- II

<b>13.0</b>	<b><u>Remedies for Breach and Termination of License:</u></b> 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.
13.1	Except in so far as is specifically provided, in case of breach or non-observance of the terms and conditions of this agreement by the LICENSEE or employees / agent, the COMPANY may, without prejudice to its right to terminate/revoke the License granted under this Agreement on that account, take one or more of the following actions against the LICENSEE, : a) Impose penalty for a sum of Rs.500/- per day during which the violation or non-compliance of any provision of this Agreement continues. In the event, the Licensee is found to be habitually violating the provisions of the Agreement, then the penalty shall be calculated at a rate of Rs. 1000/- 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 Licensee. b) Forfeit the security deposit in whole or in part to make good any loss caused to the Company or to the Licensed Premises. c) Suspend the use of the licensed premises by the Licensee for a period not more than 90 (Ninety) days in respect of each such violation or non- compliance.
13.2	Notwithstanding anything to the contrary contained, 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 on "As-Is-Where-Is" basis. The allottee will not be paid any compensation, damages towards dismantling, removal of any infrastructure, temporary structures, interiors etc., which he/she may have done for running trade/ business during the license period, at the time of expiry/ termination of license /vacation of premises on account of any reason whatsoever.
13.4	On termination of the License as per clause 13.2, the LICENSEE binds himself to remove all his properties from the said premises and shall handover the vacant premises to the COMPANY, repair all damages within the period of the notice for termination / vacation.
13.5	The construction/ structure if any, erected by the LICENSEE shall be removed at his own cost and the premises would be restored as it was handed over. 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 licensee within a reasonable period.
13.6	In case of termination of the License in any manner, the LICENSEE shall not be entitled to claim any compensation from the Company or seek recovery of investments or an alternate premise.
13.7	In the event of insolvency or death or conviction in a court of law for an offence involving moral turpitude of the LICENSEE, the license shall be cancelled forthwith.

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PART-A : Section- II

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.
<b><u>14.0</u></b>	<b><u>Cost of Stamping and Execution:</u></b>
14.1	That the LICENSEE shall bear the cost of stamping and execution of this agreement.
15.0	Any notice required to be served by the COMPANY upon the LICENSEE 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 LICENSEE at his last known place of business or at the said premises. Any notice to be served by the LICENSEE 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.
15.1	Without prejudice to any other right of the Company under this Agreement or applicable law, the company shall have the right to recover any money which in the sole opinion of the BHEL is due from the licensee from any money due to the licensee under this Agreement or any other contract or from the Security Deposit furnished by the Licensee under this Agreement or any other agreement.
<b><u>16.0</u></b>	<b><u>Arbitration:</u></b>
16.1	Any dispute or difference between the Parties arising out of or connected with the present agreement, except in so far as the same is covered by the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 or any other statutory enactments or modifications thereof as may be in force from, time to time, shall be referred to arbitration by a Sole Arbitrator. The Sole Arbitrator shall be appointed by the Head of the Unit of the Company. The proceedings of such arbitration shall be conducted in English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof as applicable from time to time. The seat of such arbitration shall be at Ranipet. Subject to clause 17 herein below, the decision of the Sole Arbitrator shall be final and binding on both the Parties.
<b><u>17.0</u></b>	<b><u>Governing Law:</u></b> Subject to the provisions of clause 16 herein above, any dispute between the Parties shall be subject to jurisdiction of Courts at Ranipet.

Date:

Signature of the Tenderer

**Tender Notice for Allotment of Shops at BHEL Township, Ranipet**  
**Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2016 dated: 07.07.2016**

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PART-A : Section- III

**ANNEXURE I**

Bids are invited for the following four shops located at the Shopping Complex, BHEL Township, Ranipet- 632406.

Sl.No	Shop Number	Area in Sq.ft	Earnest Money Deposit (EMD) Rs.	Businesses not permitted apart form banned businesses listed in Annexure-II	Category eligible to quote
1	3	196.26	1,800	Sale of raw meat and dry /wet grinding services of food items	Reserved for Scheduled Caste (SC) only.
2	8	86.62	900	Sale of raw meat and dry /wet grinding services of food items	Open to all category
3	14	80.05	750	Sale of raw meat and dry /wet grinding services of food items	Open to all category
4	20	39.38	450		Open to all category

**In case the bidder prefers to quote for more than one shop, he/she shall pay the cumulative EMD amount for shops he/she is quoting.**

Date:

Signature of the Tenderer

**Tender Notice for Allotment of Shops at BHEL Township, Ranipet**  
**Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2016 dated: 07.07.2016**

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PART-A : Section- III

**ANNEXURE II**

**LIST OF BANNED BUSINESS:**

List of business which are banned in BHEL Township, Ranipet. The offers of the bidders will be summarily rejected who quote to run any of the following business(es)

1. Liquor Shop
2. Casino
3. Night Clubs & Similar
4. Bars & Pubs
5. Dance Bars
6. Lotteries
7. Pawn Brokers & Chit funds
8. Pan & Gutkha
9. Any other Activities/ Businesses which are illegal under Criminal Law/ as per applicable statues.

**Note:** Incase, a business run by a licensee is subsequently notified as a Banned Business later, such licensee may at his/her option switch over to one or more permissible business after obtaining written consent from BHEL, Ranipet.

Date:

Signature of the Tenderer

**Tender Notice for Allotment of Shops at BHEL Township, Ranipet**  
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PART-A : Section- III

**ANNEXURE III (Model Affidavit Format)**

[to be printed on stamp paper of appropriate value]

**AFFIDAVIT OF Mr. / Ms. \_\_\_\_\_**

I, \_\_\_\_\_ S/o \_\_\_\_\_ aged about \_\_\_\_ years (date of birth \_\_\_\_\_),  
\_\_\_\_\_ national and residing at \_\_\_\_\_ do hereby solemnly affirm and sincerely state as follows:

1. I state that I currently reside in the aforesaid premises within the jurisdiction of \_\_\_\_\_ police station.
2. I state that the names of my parents and spouse are as follows:
  - a. Father :
  - b. Mother :
  - c. Wife/Husband :
3. I state that I have not been black listed by Central/State government or Public Sector establishments or by public sector banks or any other governmental authorities or instrumentalities of state.
4. I state that I have never been arrested, kept under detention or prosecuted nor have I been fined by any court of law.
5. I have not been accused by any Governmental authority of engaging in any illegal or anti-national activity.
6. No warrant or summons for my appearance, and no warrant for my arrest, has been issued by a court under any law for the time being in force

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

Solemnly affirmed at \_\_\_\_\_ on this the  
\_\_\_\_ day of \_\_\_\_\_ 2016 and signed his  
name in my presence.

Signature

Sign and Seal of the Notary



**Tender Notice for Allotment of Shops at BHEL Township, Ranipet**  
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PART-A : Section- III

**ANNEXURE IV**

**CERTIFICATE**

This is to certify that that Tender document is downloaded from the website <http://www.bhel.com> or [www.tenders.gov.in](http://www.tenders.gov.in) or <http://www.eprocure.gov.in> and has not been tampered. However, if there is any discrepancy, the Tender document duly signed and approved by competent authority available with HR-ESTATE Department of BHEL, BAP, Ranipet shall be final.

Date:

Signature of the Tenderer

**Tender Notice for Allotment of Shops at BHEL Township, Ranipet**  
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PART-A : Section- III

**ANNEXURE V**

**Certificate of Acceptance**

"Certified that I/we have read and understood all the terms and conditions of the Tender Notice No.BHEL:BAP:HR:ESTATE:SA 2016 Dated xx.xx.2016 and that I/we do hereby unconditionally accept all the Terms and Conditions set out in the Tender Document including the penalty clauses therein.

**Date:**

**Signature of the Tenderer**

**Place:**

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**ANNEXURE VI**

**FORMAT FOR SEEKING DEVIATION**

CLAUSE NO.	DESCRIPTION / DETAILS OF DEVIATION	REMARKS/ REASONS

**Note:**

1. Any deviation specified elsewhere in the tender shall not be considered.
2. In case of no deviation, "NIL" is to be indicated in this format.
3. BHEL reserves the right to reject the offer without assigning any reason.

**Date:**

**Signature of the Tenderer**

**Tender Notice for Allotment of Shops at BHEL Township, Ranipet**  
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PART-A : Section- III  
**ANNEXURE- VII**  
**TENDER DETAILS**

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

Sl.No	Particulars	To be filled by the bidder	
1	Name(s)		
2	Proprietorship (or) Partnership. In case partnership, self attested copy of partnership deed to be furnished.		
3	Address. Self attested photo copy of any of the following two should be furnished. 1. Ration Card 2.Voters Identity Card 3. PAN Card		
4	Duly Notarized self Certification Affidavit printed on stamp paper of appropriate value shall be submitted in original. The format is furnished in <u>Part-A: Section III, Annexure IV.</u>		
4	In case , the bidder submits offer for Shop Number 3 which is reserved for Schedule Cast Community (SC). Self attested copy of valid community certificated should be attached.		
5.	Self attested copy of PAN Card. PAN no. to be furnished. In case PAN is not available, the copy of the same shall be submitted within month of allotment.		
6	Mention Shop number(s) & name of business(es) for the bidder submitted the offer	Shop Number	Name of the Business
7	EMD. Furnish details of DD no., Amount, Bank Name and Date		
8	Furnish whether you have already been allotted any shop in BHEL Township, Ranipet. If so, mention the shop number and name of the business.		
9	Self attested copy of Service Tax Registration No. In case not available, the copy of the same shall be submitted within month of allotment		

**Date:**

**Signature of the Tenderer**

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PART-A: Section- IV

**MODEL LICENSE FEE AGREEMENT (For Fresh Allotments) General Business**

This License Agreement (Agreement) made and executed on this \_\_\_\_\_ the day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) by and between

BHARAT HEAVY ELECTRICALS LIMITED, registered under the Companies Act, 1956 and having inter-alia a Unit \_\_\_\_\_ acting through the Township Administrator (hereinafter called the COMPANY) which expression shall wherever the context admits, include its successors, assigns and transferees in the interest of the first part.

AND

Shri/Smt. \_\_\_\_\_ S/o, w/o, Sri \_\_\_\_\_ carrying on business under the name and style of M/s \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter called the "LICENSEE" of the second part.

The Company and the Licensee are individually referred to as the 'Party' and jointly as the 'Parties' as the context requires.

Recitals

Whereas

- A) The COMPANY is the owner of the premises situated at \_\_\_\_\_ which is more particularly described in Schedule \_\_\_\_\_ hereto (hereinafter referred to as 'Premises')
- B) As per the applicable policies, the Company intends to induct purely on leave and license basis a person to carry out trade from the said Premises in consonance with applicable legislations and policies of the Company;
- C) The Licensee was permitted to participate in the PRICE BID opening held on \_\_\_\_\_ being desirous of being inducted in the said premises as a Licensee purely on leave and license basis;
- D) The bid of the Licensee has been found to be acceptable by the Allotment Committee of the Company as per the applicable policies of the Company and the terms and conditions of the notification dated 07.07.2016 based on his/its representation that he/it fulfills all the terms and conditions set out in the Notification bearing number "BAP:HR:ESTATE:SA 2016" dated 07.07.2016 and is fully eligible as per the same and is not disqualified in any manner from so participating;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Company hereby grants license to the Licensee and the Licensee accepts the said license to carry out business, not being a business notified by the Company as per clause 2.1 to be a 'banned' business, from the said premises for a term of \_\_\_\_\_ months commencing from

**Tender Notice for Allotment of Shops at BHEL Township, Ranipet**  
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PART-A: Section- IV

\_\_\_\_\_ subject to the licensee promptly and faithfully a monthly license fee of \_\_\_\_\_ during the said term in accordance with 3.1 hereof and depositing the security deposit in terms of clause 1.3 hereof and faithfully adhering to all other conditions as set out herein below:

<b>1.</b>	<b><u>Term, Effective Date etc.</u></b>
1.1	The License granted under this Agreement shall become effective from the date of execution of this Agreement.
1.2	The tenure of the license commencing from the Effective Date, shall be for a total period of _____ months i.e. till _____
1.3	The Licensee 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 licensee fee in the form of demand draft/banker's cheque.
1.4	The Earnest Money Deposit of the Licensee, if any, submitted along with the bid shall be adjusted towards the security deposit to be paid.
1.5	The Security Deposit will be refunded without interest only after the Licensee 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 Licensee.
1.6	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.
1.7	Subject to the Licensee not being in default of any of its obligations under this 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.
<b>2.0</b>	<b><u>Types of Business:</u></b>
2.1	From time to time, the Company shall notify lists of banned business(es). Businesses notified as banned businesses shall not be carried on from the Premises.
2.2	The Licensee 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 Licensee to whom the premises have been allotted for General Business may change over to one or more business(es) without need for further permission from the Company. Further, in case the Licensee switching over Business, no change/relaxation in license fee payable will be allowed for such change of business.
<b>3.0</b>	<b><u>License Fee etc.</u></b>
3.1	That the LICENSEE shall pay sum of Rs. _____ (Rupees _____ only) towards the monthly licensee fee.
3.2	The 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 this Agreement i.e. from _____ to _____ 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 this 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.

**Tender Notice for Allotment of Shops at BHEL Township, Ranipet**  
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PART-A: Section- IV

3.5	The Licensee 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 herein above shall be of essence of this Agreement and the Licensee understands that any failure to make the due payment by the stipulated time shall amount to a fundamental breach of its/his obligations under this Agreement.
3.7	The Company shall issue to the Licensee the receipt acknowledging the realisation of the License Fee within a period of 7 days from the date of realisation thereof.
<b>4.0</b>	<b><u>Vacation of the Premises for Need of the company:</u></b>
4.1	If at any time during the period when the Licensee is in occupation of the Premises, the Company needs the said Premises, the Company can call upon the licensee from one Premise another similar Premise in any available location, similar to the extent possible to the present location and the Licensee 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.
<b>5.0</b>	<b><u>Nature of License and Prohibition on Transfer/ Assignment of License:</u></b>
5.1	That the LICENSEE of the said premises shall, during the currency of the term of this Agreement, have only a permissive right to use the said premises for the purpose provided in this Agreement, arising by the permission granted by the Company. Nothing herein contained shall be construed to create a tenancy or exclusive right in favour of LICENSEE to the Licensed premises and his rights are only those of a bare licensee.
5.2	That the LICENSEE shall not in any manner assign or transfer this license to any person nor shall the Licensee sublicense the said premises or part with any privilege granted herein to any other person what-so-ever or in any manner. The Licensee 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 Licensor may, without prejudice to any other action which he may be entitled to take, terminate this License forthwith.
<b>6.0</b>	<b><u>Compliance of Laws</u></b>
6.1	That during the period when the LICENSEE remains in occupation of the Licensed premises, the LICENSEE agrees to abide by the provisions of all applicable central or state laws and rules or regulations framed thereunder applicable to his trade or his use of the licensed premises and shall bear all costs towards compliance of the said provisions on his own account. Without prejudice to the generality of the foregoing, in particular, the LICENSEE shall comply with the provisions of the Employment of Children Act, 1938, Shops and Commercial Establishment Act of the State etc.
6.2	The LICENSEE also agrees to obtain at his own cost and expense all licenses, permissions, permits or clearances from the concerned authorities as necessary for use of the licensed premises by the Licensee or for carrying out the trade from the said premises.
6.3	The LICENSEE also agrees to comply with at his own cost any regulation, direction or order of any regulatory or statutory authority or judicial or quasi- judicial body or local authority with regard to the use of the licensed premises by the Licensee or the trade carried out there from during the period he is or remains in occupation of the licensed premises.

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**PART-A: Section- IV**

6.4	That the LICENSEE shall pay all taxes, levies, cesses, fees or charges of whatsoever description, with all enhancements in relation to the said occupation or use of the licensed premises and / or the trade carried on in and from the said premises as is to be paid or assessed by the authorities concerned during the period when the licensee remains in occupation of the licensed premises.
6.5	The Licensee understands and agrees that the premises under occupation by and under this Agreement may be inspected from time to time by officials of the concerned statutory or local or regulatory authorities Agencies and that any observation, order passed consequent upon such inspection shall be complied with by the Licensee at his own cost and expense.
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 Licensee.
6.7	The LICENSEE agrees to keep the Licensor/Company harmless and hold it indemnified on account of any loss or damages sustained or expenses or costs incurred by the Licensor in order to defend any proceeding brought against it or on account of use of the licensed premises by the Licensee or to ensure compliance of the central and the state laws, rules, regulations made thereunder or regulations, directions or orders of any regulatory or statutory authority or judicial or quasi-judicial body or local authority as applicable to the trade of the licensee or to the use of the licensed premises by the Licensee.
6.8	The Licensee shall, without demur or reservations, forthwith pay in full, the sum of money as demanded by the Licensor in terms of clause 6.7 .
<b>7.0</b>	<b><u>Risk and Liabilities of Licensee:</u></b>
7.1	That the Licensee 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 Licensee 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 LICENSEE.
<b>8.0</b>	<b><u>Extent of Licensed Premises:</u></b>
8.1	The Licensee understands and agrees that the license granted by this 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 licensee 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 unauthorized occupation and the LICENSEE shall be liable for any consequential action.
8.2	The LICENSEE 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.



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<b>9.0</b>	<b><u>Payment of Electricity and Water Charges, Conservancy Charges etc. and Powers of Company in the event of Default of Payment:</u></b>
9.1	That the LICENSEE agrees that during the period when it remains in occupation of the licensed premises, it shall pay in full, without demur or any reservations, all, electricity and water consumption charges, as demanded from it in respect of the licensed premises. Such charges, shall be payable on actuals (as intimated to the licensee by the Company) if the connection is from the concerned utility. In case the connection is not from the concerned utility, then the charges shall be payable as determined by the Company in accordance with the rates fixed by the COMPANY in this behalf from time to time. The LICENSEE shall also pay Professional Tax if any imposed by the concerned authorities.
9.2	The LICENSEE further agrees to bear all necessary conservancy charges and bills for such charges preferred by the COMPANY shall be payable by the LICENSEE within 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	The Licensee 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 licensee as per clause 9.5 , have been fully paid.
9.5	The recovery of penalty on default payment from the licensee will be minimum of Rs. 100/- p.m. or 1.5% interest per month on outstanding dues, whichever is higher.
<b>10.0</b>	<b><u>Maintenance of Licensed Premises:</u></b>
10.1	The Licensee agrees to maintain the interior and the exterior of the licensed premises in good tenantable repair at all times during his occupation of the same at his own cost and expenses. However, on account of such expenses and costs, the Licensee shall not be entitled to claim any rebate in the Licensee Fee reserved hereby or for extension of the tenure of the License.
10.2	The Licensee shall always keep the Licensed Premises maintained in neat, clean and hygienic condition to the satisfaction of the COMPANY.
10.3	The Engineer-in-charge of maintenance, or any other authorized representative of the COMPANY shall at all times during the working hours, have free access to every part of the premises allotted to the LICENSEE for the purpose of inspection and also to carry out the necessary repairs and other annual maintenance works.
10.4	That the LICENSEE shall not carry out any additions/alteration of permanent nature, except minor repairs and interiors of temporary nature. No structural change will be permitted.
10.5	That the LICENSEE shall make good any damage caused to the said premises at his own expenses (normal wear and tear being excepted). The decision of the COMPANY or any officer authorized on its behalf shall be final and binding on the LICENSEE.
10.6	The major structural repairs of the Licensed Premises, if necessary, shall be. carried out by the Company. For the purpose of carrying out such repairs, the Company may call upon the. Licensee to handover, vacant and physical occupation of the Premises to the Company for the period requisite for carrying out the repairs as adjudged by the Company.
10.7	The Licensee shall not be entitled to claim any compensation for direct or indirect losses arising out of such handing over of occupation of the premises to the Company. However, the original term of the License Agreement shall be correspondingly increased by the duration for which the Licensee remains out of occupation and use of the premises owing to such repairs being carried out.

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10.8	In the event, the occupation of the Licensed Premises cannot be restored to the Licensee within a period of six months after carrying out the repairs, the Licensee may terminate the License Agreement by serving the one month notice.
<b>11.0</b>	<b><u>Removal of Objectionable/Undesirable Persons from the Premises:</u></b>
11.1	The LICENSEE should normally be available in the premises to run the business.
11.2	The LICENSEE 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 ESTATE OFFICER of the Company in this behalf shall be final and binding.
12.0	Non-interference by the Licensee with Pipelines etc.
12.1	The LICENSEE 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.
<b>13.0</b>	<b><u>Remedies for Breach and Termination of License:</u></b> 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.
13.1	Except in so far as is specifically provided for in this Agreement, in case of breach or non-observance of the terms and conditions of this agreement by the LICENSEE or employees / agent, the COMPANY may, without prejudice to its right to terminate/revoke the License granted under this Agreement on that account, take one or more of the following actions against the LICENSEE, : a) Impose penalty for a sum of Rs.500/- per day during which the violation or non-compliance of any provision of this Agreement continues. In the event, the Licensee is found to be habitually violating the provisions of the Agreement, then the penalty shall be calculated at a rate of Rs. 1000/- 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 Licensee. b) Forfeit the security deposit in whole or in part to make good any loss caused to the Company or to the Licensed Premises. c) Suspend the use of the licensed premises by the Licensee for a period not more than 90 (Ninety) days in respect of each such violation or non- compliance.
13.2	Notwithstanding anything to the contrary contained in this agreement, this Agreement may be terminated at any time by either party by giving one month notice in writing to the other Party without assigning any reason.
13.3	The shop will be allotted on "As-Is-Where-Is" basis. The allottee will not be paid any compensation, damages towards dismantling, removal of any infrastructure, temporary structures, interiors etc., which he/she may have done for running trade/ business during the license period, at the time of expiry/ termination of license /vacation of premises on account of any reason whatsoever.
13.4	On termination of the License as per clause 13.2, the LICENSEE binds himself to remove all his properties from the said premises and shall handover the vacant premises to the COMPANY, repair all damages within the period of the notice for termination / vacation.

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PART-A: Section- IV

13.5	The construction/ structure if any, erected by the LICENSEE shall be removed at his own cost and the premises would be restored as it was handed over. 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 licensee within a reasonable period.
13.6	In case of termination of the License in any manner, the LICENSEE shall not be entitled to claim any compensation from the Company or seek recovery of investments or an alternate premise.
13.7	In the event of insolvency or death or conviction in a court of law for an offence involving moral turpitude of the LICENSEE, the license shall be cancelled forthwith.
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.
<b>14.0</b>	<b><u>Cost of Stamping and Execution:</u></b>
14.1	That the LICENSEE shall bear the cost of stamping and execution of this agreement.
15.0	Any notice required to be served by the COMPANY upon the LICENSEE 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 LICENSEE at his last known place of business or at the said premises. Any notice to be served by the LICENSEE 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.
15.1	Without prejudice to any other right of the Company under this Agreement or applicable law, the company shall have the right to recover any money which in the sole opinion of the BHEL is due from the licensee from any money due to the licensee under this Agreement or any other contract or from the Security Deposit furnished by the Licensee under this Agreement or any other agreement.
<b>16.0</b>	<b><u>Arbitration:</u></b>
16.1	Any dispute or difference between the Parties arising out of or connected with the present agreement, except in so far as the same is covered by the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 or any other statutory enactments or modifications thereof as may be in force from, time to time, shall be referred to arbitration by a Sole Arbitrator. The Sole Arbitrator shall be appointed by the Head of the Unit of the Company. The proceedings of such arbitration shall be conducted in English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof as applicable from time to time. The seat of such arbitration shall be at Ranipet. Subject to clause 17 herein below, the decision of the Sole Arbitrator shall be final and binding on both the Parties.
<b>17.0</b>	<b><u>Governing Law:</u></b>
17.1	Subject to the provisions of clause 16 hereinabove, any dispute between the Parties shall be subject to jurisdiction of Courts at Ranipet

**Tender Notice for Allotment of Shops at BHEL Township, Ranipet**  
**Tender Ref.: BHEL:BAP:HR:ESTATE:SA 2016 dated: 07.07.2016**

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PART-A: Section- IV

	<p><b>THE SCHEDULE OF PROPERTY</b></p> <p>The Shop No. _____ situated in Neighborhood _____ Township, Bharat Heavy Electricals Limited, _____ and bounded on:</p> <p>Area of shop _____ (in square feet)</p> <p>Shop number _____</p> <p>North by : _____</p> <p>South by : _____</p> <p>East by : _____</p> <p>West by : _____</p>																												
	<p>In WITNESS WHEREOF the parties have set their hands the day and year first above written</p> <table border="0"> <tr> <td data-bbox="288 1014 309 1043">1</td> <td data-bbox="384 1014 523 1043">WITNESS</td> <td data-bbox="644 1014 665 1043">1</td> <td data-bbox="716 1014 1417 1043">For and on behalf of Bharat Heavy Electricals Limited</td> </tr> <tr> <td></td> <td>(1)</td> <td></td> <td></td> </tr> <tr> <td></td> <td>(2)</td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td data-bbox="288 1279 309 1308">2</td> <td data-bbox="384 1279 523 1308">WITNESS</td> <td data-bbox="644 1279 665 1308">2</td> <td data-bbox="735 1341 1361 1370">2.a) PERMANENT ADDRESS OF LICENSEE</td> </tr> <tr> <td></td> <td>(1)</td> <td></td> <td>Name:</td> </tr> <tr> <td></td> <td>(2)</td> <td></td> <td>Res. Address</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Ph. No.</td> </tr> </table>	1	WITNESS	1	For and on behalf of Bharat Heavy Electricals Limited		(1)				(2)			2	WITNESS	2	2.a) PERMANENT ADDRESS OF LICENSEE		(1)		Name:		(2)		Res. Address				Ph. No.
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	(1)		Name:																										
	(2)		Res. Address																										
			Ph. No.																										

**Date:**

**Signature of the Tenderer**

**PART-B**

**PRICE BID**

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

Sl.No	Shop Number	Name of the Business(es)	Monthly License Fee. Quote in figure and words (Excluding Service Tax)
1			
2			
3			
4			

Prevailing rate of Service Tax is 15% extra

Note:

1. A bidder can quote for more than one shop.
2. Name of the business(es) intended to be carried out in that particular shop shall be mentioned.
3. Bidders are advised to fill in carefully without addition/deletion/correction. No addition/deletion/correction will be accepted.
4. Allotment of any shop will be made to bidder who quotes highest monthly License Fee for that particular shop.
5. Applicable Service Tax will be extra and shall be borne by the bidder. The present rate of Service Tax is 15% ((including 0.5% Swaach Bharat cess and 0.5% KrishiKalyancess). The rate of Service Tax is subject to revision based on the notification issued by the Central Government from time to time.
6. The Part-B (Price Bid) shall be sealed in a separate cover as mentioned in point no. 16 of PART-A : Section I .

Date:

Signature of the Tenderer