



# Bharat Heavy Electricals Limited, Jhansi

Department : ESTATE OFFICE

Tender for : Allotment of Vacant School Building on License basis

TENDER ENQUIRY NO: EST/TS/20/07

DATE: 27/07/2020

Notice Inviting Tender (NIT)

Tender for : Allotment of Vacant School Building on License basis

**BSN Junior school** (Bhel Shikshaa Niketan Junior) Located in BHEL Township Jhansi (U.P.)

Sl. No.	Particulars	DETAILS
1	<b><u>Tender for</u></b>	<b><u>Allotment of Vacant School Building on License basis</u></b>
2	<b><u>Eligibility/ Prequalifying criteria of professional Agency</u></b>	<u>Annexure-3</u>
3	Period of Licence Agreement	<b>For 30 Years</b>
4	NIT documents can be obtained from Estate Department during	<b>From 27 July 2020 at 10:00 hrs</b> <b>Upto 20 August 2020 at 15:00 hrs</b>
5	Last date & time of receipt of the Tender	<b>Date 21 August 2020 upto 13:15 hrs</b>
6	Date & time of opening of Technical Bid.	<b>Date 21 August 2020 at 14:00 hrs</b>
7	Address for submitting the Tender  (It is the responsibility of bidder to drop bid in tender box)	To Tender Box CISF Control Room/Office Administrative Building Bharat Heavy Electricals Limited Jhansi-284 120. UP
8	EMD (Earnest Money Deposit)	<b>Rs. 159000/- (Rs. One :Lakh, Fifty Nine Thousand only)</b>
9	Security Deposit (Refundable on completion of licence period)	<b>Rs. 8,08,000/- (Rs. Eight Lakhs and Eight Thousand Only)</b>
10	Minimum RLF (reserve licence fee) below which the tender shall not be accepted (Rs.) License fee shall be payable monthly in advance by licensee to BHEL	<b>Monthly minimum RLF (reserve licence fee (Rs.)</b> <b>Rs. 22000/- (Rs. Twenty Two Thousand only)</b> The license fee shall stand automatically revised after every 5 years @ 25% (with cumulative effect) on quoted monthly license fee G. S. T. (If applicable) shall be paid by the agency to BHEL Jhansi as per rates declared by government from time to time.
11	Cost of Tender Document	<b>NIL</b>
12	Validity of Offer	180 Days
13	Contact Person:	Name: Vikas Bhatt Designation: Dy. Mgr. (TCX) Email: vikas.bhatt@bhel.in PH: 0510- 2412285 PH : 0510- 2412512/ 2818



# Bharat Heavy Electricals Limited, Jhansi

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**Tender for : Allotment of Vacant School Building on License basis**

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**Notice Inviting Tender (NIT)**

**Tender for : Allotment of Vacant School Building on License basis**

In order to achieve optimum utilization of its available resources BHEL Jhansi is looking for established professional educational institutions / organizations for meaningful utilization of following vacant school building on license agreement basis for a period of **30 years**.

**BSN Junior school Building** (Bhel Shikshaa Niketan Junior) **Located in BHEL Township Jhansi (U.P.)**

The professional organization shall adhere to the medium of instruction, curriculum and pupil teacher ratio requirement of the concerned Board / University. Alternatively for private coaching institutions it is mandatory to ensure adequate arrangements for evacuation , emergency exit.

The school premises in BHEL Jhansi Township will be used for running school / college/ technical institute / coaching centre only on License Agreement basis on "as is where is basis". NIT documents can be obtained as per dates given in NIT document from the Estate office BHEL Jhansi. NIT documents can also be downloaded from following web portals:

- a) [www.bheljhs.co.in](http://www.bheljhs.co.in)
- b) <https://jhs.bhel.com/>

For additional information, the Estate Office may be contacted between 1000 Hrs. to 1600 Hrs. and School premises could be visited between 10:00 Hrs. to 15:00 Hrs. on all working days (except Sunday/Holiday).

Duly filled tender document should be submitted at the following address:

**To**

**Tender Box**

**CISF Control Room/Office**

**Administrative Building**

**Bharat Heavy Electricals Limited Jhansi-284 120. UP)**

NIT, consisting of Annexures 1 to 9, attached herewith, (two-part bid, technical bid and price bid ) should be submitted to the address mentioned in NIT document, in one sealed envelope super scribing Tender enquiry number , date of opening technical bids & mentioning **Tender for : Allotment of Vacant School Building on License basis**

**Technical bids** shall be opened as per date and time given in NIT document. BHEL reserves the right to reject any or all offers without assigning any reasons whatsoever and have no liability for late receipt of offers documents. In case of declaration of Holiday on the above date, the offers shall be opened on the next working day.

Note: BHEL Jhansi reserves the right to accept or reject any of the proposals received without assigning any reason

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We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



# Bharat Heavy Electricals Limited, Jhansi

Department : ESTATE OFFICE

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Annexure- 1

## **Procedure for submitting NIT**

The Duly filled Tender document along with all its annexures and other documents, should be submitted in one sealed envelope, containing two different sealed envelopes one for technical bid all annexures , EMD document and any other document and second envelope should contain only Price bid separately, superscribing Tender enquiry number, date of opening technical bid & mentioning **Tender for : Allotment of Vacant School Building on License basis**

It should also be mentioned that envelope contains technical bid or price bid.

- 1) Sealed Envelope should contain all pages of NIT documents duly signed and stamped on each page as token of acceptance of terms and conditions of NIT and documents as per Eligibility/ Pre Qualifying Criteria as prescribed in Annexure- 3 (with all supporting documents).
- 2) There should not be any cutting or overwriting in the NIT documents.
- 3) NIT offers received late or incomplete are liable to be rejected. BHEL will not be responsible for any loss due to late receipt or non-receipt of any offer by post. BHEL reserves the right to accept or reject any or all the offers without assigning any reason thereof.
- 4) The offer shall be valid for a period of 180 days from the date of technical bid opening.

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Annexure-2

## **Scope of Work**

The professional agency shall have to manage schools with infrastructure and facilities of the same standard as in a Kendriya Vidyalaya or better than that and with rigorous stipulations for pupil-teacher ratio, ICT usage, holistic educational environment, co-curricular activities, appropriate curriculum and emphasis on output and outcome. Some of the key features of the expected standard of education in these schools is -

- 1) Affiliation of schools shall be by an Approved Board.
- 2) Professional agency shall adhere to the medium of instruction, curriculum and pupil teacher ratio requirement of the concerned Board.
- 3) The school can offer its facilities to the immediate neighbourhood and develop independent strategy to meet this goal. For example, a school can decide to offer its sports facilities to neighbourhood students on membership basis, run an evening school, offer its ICT content in the evening or create a local sports club, etc.
- 4) Similarly, the professional agency may run special classes, sports coaching classes, coaching classes, vocational classes beyond school timings, out of the licensed premises, directly or as franchisee of other agencies. However, the professional agency shall have to obtain necessary licenses and meet all legal and statutory requirements in this regard.
- 5) Based on needs of the area, individual schools can also have sections for good quality crèches, nursery and play schools, finishing schools, etc. Such facilities can be run by the same or another specialized managing partner (after taking prior explicit and specific approval of BHEL in writing if run by other managing partner).

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**Details of BSN Junior school with existing infrastructure & facilities**

Name : **BSN Junior school** (Bhel Shikshaa Niketan Junior)

Location : **BHEL Township Jhansi (U.P.)**

State : **Uttar Pradesh - 284120**

Sl. No.	Particular	Details	Remarks		
1	Total Land Area (Sq. Mtr.)	5700	---		
	Total Built-Up Area (Sq. Mtr.)	1000	---		
3	Total No. of Class rooms	15			
4	<b>Details of other facilities</b>				
	Office Room	01			
	Staff Room	01			
	Entry/Exit External gates	02			
	Residential Accomodation	01			
	Bathrooms	Small size	06		
	Toilets		04		
	Store Room		01		
	Sports		Yes	Play Ground Exists	
	Children Jhoola		03	02 swing, open gym equipment 02	
Furniture		NIL	---		

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Annexure-3

## **Prequalifying criteria of professional Agency for opening price bids**

The professional agency should necessarily meet following eligibility/ qualifying criteria:

- 1) Should have valid registration under Society Registration Act/ Indian Trust Act or other relevant statute for self or of the franchisor from whom affiliation/ franchise is proposed for running the education institute/ school.
- 2) Should have last 01 year record of quality education in at least one affiliated school of desired nature.

## **Essential Documents Required:**

1. PAN number along with copy of PAN card
2. GST registration number along with certificate
- 3) Should submit details of EMD (Earnest Money Deposit) depositing documents along with technical bid (D.D. Number & Date)

## **NOTE :-**

The agency should submit the bid as per instructions given in NIT.

Price bids of applicants of NIT who satisfy eligibility / prequalifying criteria shall be opened.

Price Bid: Based on Quoted License Fee.

The Professional Agency Quoting Highest License fee (H-1) shall be selected for running the school.



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Annexure-4

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**(To be filled by Bidder)**

**(TECHNICAL BID)**

1. Name of Agency : \_\_\_\_\_
2. Name of Authorised Person : \_\_\_\_\_
3. E mail address : \_\_\_\_\_
4. Mobile Number : \_\_\_\_\_
5. Complete Address : \_\_\_\_\_

6. PAN CARD No. \_\_\_\_\_  
(Attach copy of Pan Card)

7. GST number of agency \_\_\_\_\_  
(Attach copy of GST Registration Certificate)

8. EMD amount payment details \_\_\_\_\_  
\_\_\_\_\_  
(D.D. Number & Date)

9. Signature on all papers of tender document (Yes/No) \_\_\_\_\_

**Details of similar institute being run by professional agency.**

**Please provide the details in the following format for each school separately:**

1. Name of the institute with address : \_\_\_\_\_  
\_\_\_\_\_
2. Qualifications provided by Institute : \_\_\_\_\_
3. Registration number under Society Registration Act/ Indian Trust Act \_\_\_\_\_
4. Year Started : \_\_\_\_\_
5. Details of classes: \_\_\_\_\_
6. Year of affiliation to Approved Board : \_\_\_\_\_  
(Documentary evidence is required)
7. Student Strength : \_\_\_\_\_  
(Documentary evidence is required)
8. Academic Performance : \_\_\_\_\_  
\_\_\_\_\_

**Continued on page 02 -----**

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We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



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**(To be filled by Bidder)**

**(TECHNICAL BID)**

**DECLARATION**

This is to certify that the data/ information submitted in the application and its enclosures are true to the best of my knowledge. I understand that BHEL reserves the right to verify any/ all credentials as submitted against NIT. In case any information/ document is found to be incorrect then BHEL will reserve the right to reject the application hereby submitted.

Name of the applicant	Signature

Date : \_\_\_\_\_

Place : \_\_\_\_\_

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**NOTE :**

- 1. TECHNICAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.**
- 2. THE CONTRACTORS MAY PHYSICALLY VISIT THE SCHOOL BEFORE QUOTING THEIR RATES.**

**IT IS THE RESPONSIBILITY OF BIDDING AGENCY TO DROP DULY FILLED SEALED TENDER IN THE TENDER BOX PROVIDED AT ADM BUILDING TENDER ROOM BHEL Jhansi.**

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We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



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Annexure-5

(To be filled by Bidder)

(PRICE BID)

1. Name of Agency : \_\_\_\_\_
2. Name of Authorised Person : \_\_\_\_\_
3. E- mail address : \_\_\_\_\_
4. Mobile Number : \_\_\_\_\_
5. Complete Address : \_\_\_\_\_  
\_\_\_\_\_

<b>Licence Fees (Per Month) Offered by Agency Payable To BHEL Jhansi</b>	
<b>Rs.</b>	
Amount in Figures Rs.	
Amount in words Rs.	
The license fee shall stand automatically revised after every 5 years @ 25 % (with cumulative effect) on quoted monthly license fee	
Electricity / Water and other charges shall be paid by Agency as per rules in BHEL Township Jhansi (U. P.)	
G. S. T. (If applicable) shall be paid by the agency to BHEL Jhansi as per rates declared by government from time to time	

- THE WORK SHALL BE AWARDED ON THE BASIS OF HIGHEST (H-1) QUOTED LICENCE FEE.
- Bidders are advised to read carefully the terms and conditions of tender. In case of any query please contact estate department.
- Before quoting the licence fee please go through and understand the tender conditions.
- Bidders are advised to visit the school in BHEL Township Jhansi, before filling and submitting the tender.
- The agency shall pay monthly licence fee/electricity/water charges and other charges, as per bills without delay.
- The bidder who quotes Highest (H-1) rates and awarded the work shall have to deposit security deposit as per tender conditions.

\_\_\_\_\_  
Signature & Seal of Institution/ Professional Agency

**NOTE :**

1. TECHNO-COMMERCIAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.



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Department : ESTATE OFFICE

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Annexure- 6

## **Terms & Conditions for Allotment of Vacant School Building on License basis**

- 1) School Premises will be used for running school in BHEL Township on Licence agreement basis on as is where is basis. However, before bidding, the bidder can undertake visit/ inspection of the school premises with prior intimation.
- 2) The agency may also run special classes, sports coaching classes, coaching classes, vocational classes beyond school timings, in the licensed premises, directly or as franchisee of other agencies. However, the professional agency shall have to obtain necessary licenses and meet all legal and statutory requirements in this regard.
- 3) The concessionaire/ license agreement will be for **30 (thirty) years** and can be terminated at any time at the instance of either party by giving six months' notice. However, termination will be effective from closing of academic session following the completion of six months' notice period. The license Agreement can be extended further on mutual consent of both the parties however only in case of unforeseen exigencies.  
On termination for whatever reasons, the winning bidder shall not claim refund of expenses incurred by them towards Capital investment or accumulated operational cost for the school till the date of termination.
- 4) The EMDs shall in favour of BHEL Jhansi and shall not earn any interest.  
EMD will be forfeited in case the Party withdraws offer or does not accept the LOI / Work Order or start using school premises for running school. EMD amount may be adjusted towards Security Deposit.  
EMD of unsuccessful bidder will be refunded after finalisation of license agreement.
- 5) The Reserve Monthly License Fee will be as per NIT details..
- 6) **Firm license fee should be quoted by the bidder applicable for the first 5 years' period of the contract. The license fee shall stand automatically revised after every 5 years @ 25% (with cumulative effect) on quoted monthly license fee.**
- 7) The professional agency shall obtain prior permission of the BHEL before carrying out any construction of structure of permanent nature in the licensed premises.
- 8) On award of work the successful bidder shall have to deposit Initial lump sum interest free security deposit (one-time payment) in the form of Demand Draft or FDR on the name of agency and the same shall be pledged on the name of BHEL, Jhansi.  
Initial lump sum interest free security deposit (one-time payment) refundable only after the vacant possession of building is handed over to BHEL. Amount as per NIT conditions.

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We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



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- 9) Alternatively Bank Guarantee from any Nationalized/Scheduled Bank can also be submitted with validity up to 30 years from the date of use of school premises on license agreement basis with further claim period of six months. In case of breach of agreement by the Party, Security Deposit will be forfeited/Bank Guarantee will be encashed.
- 10) The School Authorities will give priority to the wards of BHEL & CISF employees for admission.
- 11) Further, the school authorities shall consider recommendations of head of BHEL Jhansi favourably for admission of Non-BHEL Employee's wards in any class.
- 12) Electricity shall be provided at rates applicable in BHEL Township, changeable from time to time.
- 13) The licensee will pay water charges as per rates applicable in BHEL Township based on consumption (Changeable from time to time).
- 14) The licensee will deposit monthly license fee along with water & electricity charges regularly. In case of default, penal interest applicable in BHEL policy shall be charged.
- 15) Other service charges for various infrastructural facilities and services: The other service charges for the various civic amenities like roads, sewerage, garbage disposal etc. will be recovered as per Township Administration notifications of the Unit concerned.
- 16) It shall be the responsibility of the licensee to implement and observe all statutory laws governing functioning of the school and its employees. All statutory Taxes/Duties/Fee etc. as applicable will be borne by successful Party. The licensee shall be responsible to meet all obligations under RTE Act / Central / State Govt. and get reimbursement of cost incurred, if any, towards its obligation under RTE from State Govt.
- 17) The licensee shall not carry on any Trade, Business or any other activity except to use the school premises for running special classes, sports coaching classes, coaching classes, vocational classes beyond school timings.
- 18) The licensee shall not assign its rights to use school premises to any person under any circumstance by any mode of assignment. In case of violation, licensee will be barred from using the school premises from the date of such notice and license agreement shall be deemed as terminated. In such case licensee will remove its furniture etc. immediately. Right to use school premises to be given to licensee is non-inheritable and shall come into end automatically on change of constitution of the licensee due to any reason.
- 19) The successful Party shall submit Indemnity Bond for rightful/ safe use and avoid loss to the building. The licensee shall be barred from using school premises on expiry of agreed period or early determination. For unauthorized occupation of school premises, the licensee shall be liable to pay

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Seal & Signature of BHEL contracting authority



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special concession/ licensee fee equivalent to four times of agreed fee. Simultaneously appropriate action will also be initiated against the licensee to avail the remedies available under law.

- 20) In case of any loss/ damage to the property of BHEL, the same will be made good by the licensee/ or the amount of loss/ damage will be recovered from the Security Deposit / by en-cashing Bank Guarantee. The amount of Bank Guarantee shall again be got recouped to the extent of such encashment/ loss/damage.
- 21) During Licence period, licensee shall be responsible for upkeep and maintenance of building, gardens, playground, painting and whitewashing and no structural changes, necessary for appropriate use of school premises will be made without the prior explicit and specific approval of BHEL in writing.
- 22) School Authorities will be free to employ qualified Teachers as per norms of Board.
- 23) BHEL may provide housing accommodation to school staff, on request, on Fair Rental Value or as per prevailing Company Policy, if available. Electricity and water charges shall be recoverable as per Company's policy prevailing from time to time.
- 24) Legal possession of school premises shall remain with BHEL and during license period BHEL's authorized representative may upon inspection, point out the defect, if any, to the licensee and licensee shall be required to rectify the defects pointed out. Further licensee shall have no right, title or interest in School premises or land attached thereto.
- 25) Whenever BHEL celebrate National Functions such as Independence Day & Republic Day or any other official function, the licensee will organize cultural and other programmes, as desired by BHEL Management, for which necessary help/ assistance will be provided by BHEL.
- 26) That licensee shall execute License Agreement with BHEL and shall get same registered with Appropriate Authorities as per terms and conditions set forth by BHEL and whatsoever charges in this regard including registration fee & Stamp Duty will be borne & paid by the licensee.
- 27) Except where otherwise provided in the agreement all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either Party to the contract be referred to the arbitration. The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under shall govern the Arbitration proceedings. The Head of Unit BHEL Jhansi shall nominate Sole Arbitrator for adjudication of the disputes.
- 28) If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from

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where his predecessor left or at any such stage he may deem fit. It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate as applicable to BHEL on the date of award of contract.

- 29) Jurisdiction: Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Jhansi and only the said courts shall have jurisdiction to entertain and try any such action(s) and / or proceeding(s) to the exclusion of all other courts.
- 30) Bidder will sign the Integrity Pact as per enclosed Annexure-7, which is an integral part of the NIT documents, failing which the Party /bidder will stand disqualified from the NIT process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our websites mentioned on Page-1.

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Annexure-7

## AFFIDAVIT

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by notary)

I \_\_\_\_\_ S/O Shri \_\_\_\_\_ in the capacity of \_\_\_\_\_  
M/s. \_\_\_\_\_ do hereby declare as under: -

- (a) That no other Firm/Sister concern/Associate belonging to the same group is participating/submitting in this offer.
- (b) That the bidders, their associates, sister concerns etc. have not been black listed by any Institutional agency/Govt. Department /Public Sector Undertaking in the last two years.
- (c) It is certified that I, the undersigned do not have relationship with any of the employees working in BHEL. In case of concealment of any fact, if detected later on, we may be blacklisted.

The above statement is true and is submitted against the NIT No. \_\_\_\_\_ dated \_\_\_\_\_ of Estate Office, BHEL, Jhansi for use of school premises in BHEL Township, Jhansi for running school on license agreement basis.

Date:

Authorized Signatory,

Name:

Designation:

Address :

Contact No. \_\_\_\_\_

Email ID \_\_\_\_\_

(Stamp of Organization)

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Annexure-8

To,  
The Estate Officer  
BHEL, Jhansi  
U.P. -284120

Sir,

I/We hereby submit Offer for use of school premises in BHEL Township, Jhansi for running school on license Agreement basis for a period of 30 years' as per EOI separately signed and accepted by me/us, and rates quoted by me/us in Annexure-5 in accordance with Notice Inviting EOI, terms and conditions of EOI, other documents and papers as detailed in the EOI document.

- (a) Should this offer be accepted, I/We hereby agree to abide by and fulfil all terms and conditions referred to in the EOI document/Work Order etc. and in default thereof, to forfeit and pay to the BHEL or its successors or its authorized nominees such sums of money as stipulated in Terms and Conditions contained in the EOI document.
- (b) If I/We fail to commence work specified in the EOI documents, or I/We fail to deposit the amount of security deposit specified in the EOI Document. I/We agree that BHEL Jhansi shall forfeit the said earnest money. The said owner shall also be at liberty to cancel the notice of acceptance of offer if I/We fail to remit Security Deposit amount as aforesaid or to execute or to start work as stipulated in the NIT document/perform the contract faithfully.

Dated the \_\_\_\_\_ day of \_\_\_\_\_.

Signature of Party  
With the Seal of the Firm  
Address: \_\_\_\_\_

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Annexure-9

## DECLARATION

We will submit Indemnity Bond for rightful/safe use and avoid loss to the building.

That the license Agreement, to be entered into by and between the parties hereto, shall be got registered with Appropriate Authorities as per terms and conditions set forth by BHEL, Jhansi and whatsoever charges in this regard including registration fee & Stamp Duty will be borne & paid by us.

Authorized Signatory,

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Contact No. \_\_\_\_\_

Email ID \_\_\_\_\_

(Stamp of Organization)

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