



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

SCO 203 , Second Floor
 Sector 14 Panchkula-134113
 Tele No. 0172-2574998

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as **BHEL**) is a Central Public Sector Enterprise, having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under two part bid system (Part-I: Techno commercial Bid & Part-II: Price Bid) from the competent agencies for “Hiring of Office Space in tricity for 5 years”.

SCHEDULE TO TENDER

1	Tender Reference No.	RE/CHD/OFFICE/ADMIN/25
4	Date of Issue of Tender:	31-10-2025
5	Type of Tender:	Open Tender
6	Type of Bid:	Two-part bid system
7	Tender Title:	“Hiring of Office Space in tricity for 5 years”
8	Last date/ time for receipt of tender:	21.11.25 at 03:00 pm
9	Date/ time of opening of bid:	21.11.25 at 03:30 pm
10	Place of submission of Tender/Bid	Tenders can be submitted in tender box located at BHEL office - SCO 203 , Second Floor Sector 14 Panchkula-134113
11	Tender will be opened at:	BHEL, Conference room , SCO 203 , Second Floor Sector 14 Panchkula-134113
12	EMD (₹):	₹2,00,000/- Only. (Rs Two lakhs only) In favor of BHEL, Payable at New Delhi.
13	Minimum Validity of tender offer:	180 days from the due date of submission of offer.
14	Scope of Work:	Hiring of Office Space in tricity for 5 years
15	Duration of Contract:	Five Years

Please submit your most competitive offer for the above subject work as per the tender terms & conditions.

All corrigendum, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated . Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
 Bharat Heavy Electricals Ltd.
 Gaurav Chopra
 Email - gauravchopra@Bhel.in
 Phone number - 01722574998
 Mobile no 9999404643

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SECTION-I
GENERAL CONDITIONS OF TENDER

1.0 GENERAL INSTRUCTION TO BIDDERS

1.1.DESPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder will not be accepted and will not be considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is required by BHEL. Such documents should be submitted duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in

time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

1.1.8. All entries in the tender documents should be in one ink.

1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS

1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.

1.2.2. Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT.

1.2.3. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.

1.2.4. The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.

1.2.5. The submission of bid will tantamount to due diligence having been done and it shall be deemed that:

a) the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works

b) the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works

c) the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.

1.3. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.4. TENDER OPENING:

- 1.4.1. Tender shall be opened at BHEL office, Conference Room, **SCO 203 , Second Floor ,Sector 14 ,Panchkula-134113** on appointed date & time (or the extended date/ time, if any) in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same.
- 1.4.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.
- 1.4.3. Price Bids of techno-commercially qualified bidders shall only be opened.
- 1.4.4. Price Bids of techno-commercially unacceptable bidders shall not be opened.
- 1.4.5. Price-bid of all techno-commercially acceptable bidders shall be opened in the presence of representatives of techno-commercially acceptable bidders who would like to be present.

1.5. LANGUAGE

- 1.5.1. The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures in price bid. Tenderers are requested to refer the clauses of NIT/ "Price Bid" Annexure I for more details. For the purpose of the tenders, the metric system of units shall be used where applicable.
- 1.5.2. All entries in the tender shall be typed and written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 1.5.3. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.5.4. Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.5.5. Singular & Plural: Words including the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.6. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be

part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.6. PRICE DISCREPANCY : Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- 1.6.1. Price Bid opening: During opening of price bids, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in price bid in words shall be taken as correct.
- 1.6.2. 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 the purchaser i.e. BHEL, the bid is liable to be ignored/rejected . EMD amount will be forfeited as per clause No 1.10.1.
- 1.6.3. Reverse Auction is not applicable for this tender.

1.7.: POWER OF ATTORNEY / AUTHORIZATION AND ATTESTATION

1.7.1. In case of Partnership firm or any other firm excluding proprietorship, Power of Attorney issued by the Board of directors/CEO/Chairman/MD/Company Secretary/all partner;

1.7.2. In case of proprietorship, Power of Attorney in favour of the authorized employee(s) of the bidder;

in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney shall be submitted.

1.7.3. ii) ORGANIZATION CHART

The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

1.7.4. iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.

1.7.5. iv) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address, PAN and place & nature of business.

1.7.6. v) IN CASE OF PARTNERSHIP FIRM:

The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

1.7.7. vi) IN CASE OF COMPANIES:

A) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).

B) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8. TENDER EVALUATION / EVALUATION OF BIDS:

1.8.1. Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before Price bid opening.

1.8.2. The Technical Bids submitted by the bidder(s) will be opened first and evaluated w.r.t documents required and other conditions in NIT/Tender documents, based on documentary evidences submitted by the bidder(s).

1.8.3. The priced bids of techno-commercially qualified bidders shall be opened and shall be considered for evaluation.

1.8.4. Evaluation of Part-II (Price-bid) Bid shall be done on lowest quote basis i.e. lowest total rental value/amount arrived (L-1) based on the quoted "Rate" by the techno-commercially qualified bidder. This clause may be read in conjunction with Price Bid (Annexure I) footnotes.

1.8.5. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting, the L1 bidder shall be decided by a toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s).

Ranking will be done accordingly .BHEL's decision in such situations shall be final and binding.

1.8.6. If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation and bid is liable to be rejected.

1.8.7. Lessor wherever mentioned in tender document is contractor/bidder who is offering the office space to BHEL. Lessee wherever mentioned in tender document is BHEL to whom office space is being let out.

1.8.8. Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.8.9. The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site www.bhel.com.

1.8.10. Offers not meeting PQR conditions of tender will not be considered.

1.9. VALIDITY OF OFFER:

- 1.9.1. The rates in the Tender shall be kept open for acceptance for a minimum period of SIX MONTHS/180 days from latest due date of offer submission (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with Clause-1.10 in all respects.

1.10. EARNEST MONEY DEPOSIT (EMD):

- 1.10.1. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Every bid must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) Each tenderer, participating in the tender, has to deposit/furnish EMD of ₹ 2,00,000/- in the following forms (along with the offer) in full:
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening) ;
 - b) Demand draft/Banker's cheque/Pay order/, **in favor of BHEL** (along with offer), **payable at New Delhi**;
 - c) Electronic Fund Transfer credited in BHEL account (before tender opening);

1	Account Name	Bharat Heavy Electricals Limited
2	Bank Name	Kotak Mahindra Bank
3	Bank Branch Address	G-F 3A-3J , Ground Floor, Ambadeep Building, 14, Kasturba Gandhi Marg, New Delhi – 110001 . DELHI (India)
4	Bank Account Number	9011196535
5	IFSC	KKBK0000172
6	MICR	110485002
7	Type of Account	Corporate Current Account

- ii) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.

- iii) EMD by the tenderer will be forfeited, if after opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL or if there is any discrepancy in offer as per clause no 1.6.4 of NIT .
 - iv) BHEL reserves the right to forfeit EMD in case work is not completed as per schedule mentioned in clause 2.19.
- 1.10.2. EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from award of contract.
- 1.10.3. EMD shall not carry any interest.
- 1.10.4. Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected. BHEL decision in such cases shall be binding.
- 1.10.5. EMD will be waived off for MSEs and Startups upon verification.

1.11. REJECTION OF BIDS

- 1.11.1. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender
- 1.11.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- 1.11.3. Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 1.11.4. If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in tis regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.

In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.

Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause

- 1.11.5. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit EMD/any other money due.
- 1.11.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.11.7. In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the EMD .
- 1.11.8. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions”.

- 1.11.9. Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India.

1.11.10. BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.12. The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

1.13. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their offer.

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

1.13.1. MSEs Suppliers can avail intended benefits only if they submit attested copies of either Udyam or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) along with attested copy of a CA certificate (UDIN is mandatory on each document certified by Chartered Accountant as per ICAI) or valid NSIC certificate along with the offer. Date to be reckoned for determining the deemed validity will be the last date of bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.

1.13.2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be submitted along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

1.13.3. Deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.

- 1.13.4. In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.
- 1.13.5. However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 1.13.6. Startups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.
- 1.14. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the cases mentioned below. The balance amount be recovered from other financial remedies (i.e. available bills of the contractor etc. with BHEL) or legal remedies be pursued. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause is invoked, action shall be initiated as per relevant clause of “Guidelines for suspension of business dealings with Suppliers / Contractors” which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.
- 1.14.1. Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.14.2. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.14.3. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.
- #In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.*
- 1.15. The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 1.16. Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

- 1.17. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process irrespective of whether the tender is accepted or not.
- 1.18. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.19. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.20. **SUBLETING: The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope.**
- 1.21. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalty for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;

k.	If Contractor fails to perform any other obligation under the Contract;
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- 1.21.1. The grounds mentioned herein (above) are not exhaustive but merely illustrative. Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.
- 1.21.2. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract. The Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 1.21.3. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- 1.22. RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due towards the contractor under the said contract or under any other contract with BHEL or from his security deposit of any other contract, or the contractor shall pay the claim on demand without any terms & conditions.
- 1.23. Settlement of dispute:- If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 1.24.

1.24. CONCILIATION:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018 available at www.bhel.com. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com)).

Note:

Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified.

1.25. ARBITRATION:

- 1.25.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 1.24 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the ‘Dispute’), then, either Party may, refer the disputes to Arbitral Institution -IIAC” (India International Arbitration Centre) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 1.25.2. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the ‘Notice’) before referring the matter to arbitral institution. The Notice shall be addressed to the Head of ROD, BHEL, New Delhi executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- 1.25.3. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and

shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

- 1.25.4. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 1.25.5. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.
- 1.25.6. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi
- 1.25.7. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- 1.25.8. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- 1.25.9. In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- 1.25.10. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 1.25.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
- 1.25.11. In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in

DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

1.26. APPLICABLE LAWS AND JURISDICTION OF COURTS: The contract shall be governed by the laws of India. Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. 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 relative to the contract shall lie only in the court of competent civil jurisdiction i.e. exclusive jurisdiction of the Court(s) situated at New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

1.27. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

1.27.1. If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the

Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.28. FORCE MAJEURE: "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties

And

Prevents the performance of the contract, Such circumstances include but shall not be limited to:

- i) War, hostilities , invasion, act of foreign enemies.
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vii) Epidemic, pandemic etc.

1.28.1. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

1.28.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

1.28.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall

be extended by a period of time equal to period of delay caused due to such Force Majeure event.

- 1.28.4. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- 1.28.5. Constitute a default or breach of the Contract.
- 1.28.6. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 1.29. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (Annexure-A). Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 1.30. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as stipulated in the contract/agreement and will remain in force for a period of **Five Years**. The contract/agreement can be foreclosed by giving **06 (Six) months' notice** to the contractor without assigning any reason thereof and without prejudice to the right of BHEL to recover any amount becoming due under the agreement.
- 1.31. Lowest amount quoted for hiring received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.32. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before submission of offer, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.
- 1.33. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender.
- 1.34. **BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false/forged, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender. In any case contractor**
- 1.35. **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate as per BHEL prescribed format in favour of BHEL after the works are finally accepted or finalization of contract.

The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.

1.36. Liaisoning with local and state authorities: Service Provider/Bidder will co-ordinate with state and local authorities for the work being done by it, as needed.

1.37. Due Diligence: The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

1.38. Splitting of work order to 2 different parties is not applicable for this contract.

1.39. INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

1.40. ISSUE OF NOTICE :Service of notice to the Contractor :-

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such dispatch or display posting or leaving of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

1.41. Service of notice to BHEL

Any notice to be given to BHEL In-charge of the Region under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post to BHEL address or changed address as notified in writing by BHEL to the Contractor.

1.42. RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

1.43. STRIKES & LOCKOUT :-

The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to

strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 1.27 .

- 1.44. In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 1.45. Offers from consortium/ JVs shall not be considered.
- 1.46. **Cartel Formation:-** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
- 1.47. **Fraud Prevention Policy :-**
- Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 1.48. **SUSPENSION OF BUSINESS DEALINGS**
- BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.
- The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- 1.49. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php

1.50. CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <https://siddhi.bhel.in> only.

SECTION-II

SPECIAL TERMS & CONDITIONS OF TENDER

2.0 SPECIAL INSTRUCTION TO BIDDERS:

- 2.1** The land use of the proposed property shall be suitable for carrying out the business functions of BHEL offices for Marketing/Commercial activity of electricity transmission and distribution products & Marketing/commercial activity of Spares & commercial activity pertaining to services/servicing of Power Plant Equipment installed in Utility, Captive Power Segments and industrial projects. Allotment/Change of land use document/other document mentioning land use (suitable for carrying out business function of BHEL offices for Marketing/Commercial activity mentioned above) from the concerned competent Govt. agency/authority should be submitted by bidder along with bid. All day-to-day liaisons with local authorities pertaining to this office shall also be maintained by the bidder.
- 2.2** The successful bidder shall prepare the detailed sitting plan as per Scope of work mentioned in Section III. The successful bidder shall get the sitting plan, quality of modular furnishings including table approved by BHEL.
- 2.3** The rate for hired space should be quoted on lump-sum basis including all levies and taxes i.e. land, water, sewerage, property & commercial tax, etc. GST shall be payable extra for which owner has to produce documentary evidence of having paid the same with the concerned authority at required periodicity before release of next bill. The rates shall include complete 'Scope of Services' indicated above in Section-III.
- 2.4** The total carpet area offered incorporating complete space requirement (as per scope of work mentioned in Section III) shall be limited to 3000 Sqft with an acceptable variation of $\pm 5\%$ (i.e. in a range of carpet area of 2850 Sqft to 3150 Sqft.) on single floor in same premises.
- 2.5** To obtain sufficient power connection from concern authority shall be in the scope of Bidder. Separate metering shall be provided by the bidder for the internal power consumption of space hired. BHEL shall pay the monthly bill directly for normal power consumption towards such bill raised by the Electricity Provider (viz. State Electricity Board) for the same. If Owner provides sub meter from its main source then BHEL will pay charges to him based on rates charged by relevant State Electricity Provider.
- 2.6** Cleaning of demised premises/office space and minor repairs will be in BHEL scope. All major repairs such as leakage in Building and water pipes, cracks, other defects and electrical major defects shall be taken up by the bidder at his own cost immediately upon such defects being notified by BHEL. If the owner fails or neglects to make such repairs, BHEL shall get the same repaired and deduct the expenses of such repairs from the monthly rent of the premises .During the tenure of tenancy the premises should always be available in top notch working condition in respect of all facilities. In case any deficiency is noticed, BHEL will notify the same to the contractor and same has to be repaired within 3 days of BHEL notifying such defect. Incase defect is not defect is not resolved within 3 days , BHEL will be free to get it repaired from out side agency and will deduct the expenses of same from monthly rent of contractor.

- 2.7 The owner shall arrange whitewash, distemper, paint, make good the ceiling, flooring, polish the premises before occupation by BHEL and thereafter, once in three years during rent period at his own cost.
- 2.8 The successful bidder shall go for Lease / Rent agreement with BHEL within 90 days of Letter of Intent (LOI) in the format attached with bid documents - Annexure J. The Lease Agreement shall be valid for a period of Five years from the date of handover of the premises for occupation. The Lease Agreement can be fore-closed by BHEL by giving 6 months' prior notice.
- 2.9 Cost of Stamp Duty and registration charges of Lease Agreement shall be borne by the bidder and 50% of same shall be reimbursed by BHEL upon submission of documents. However, other administrative arrangements and expenses thereof for registration of Lease Agreement shall be borne by the bidder.
- 2.10 The clearance for Lifts, Fire and Electrical Installation (if applicable) from the local bodies / Govt. agencies shall be furnished by the bidder before entering into the lease agreement.
- 2.11 Insurance of all the properties, equipment, furnishings owned by the bidder and let out to BHEL shall be arranged by the bidder.
- 2.12 Carpet area will be taken as covered area minus wall area, columns area, AHUs area, common lift lobby if used by other tenant on the same floor and stair case area. Proper calculation of covered area, carpet area and super area shall be indicated in the tentative floor plan incorporating requirements of BHEL. Premises if located above ground floor should have staircase and lift/elevator for accessibility.
- 2.13 Vacation by BHEL - While vacating the building, the facilities / items provided by the Bidders shall remain with the bidder. BHEL shall carry the items owned by BHEL.
- 2.14 After the submission of bids, BHEL shall identify the technically qualified bidders based on the qualifying requirements indicated in the tender document. However for the final short-listing the technically acceptable properties shall be visited by the committee to ascertain the ambience of the property which being a subjective issue cannot be assessed based on the written information furnished by the bidders. The ambience of the property includes aspects such as approach road, nature of activities being carried out in the surrounding properties, hygiene in the neighborhood etc. can only be judged during the site visit. Thus properties with unacceptable ambience are liable to be rejected and the decision of this committee shall be final and binding. The information regarding ambience of the property (interiors) including approach roads, nature of activities being carried out in the surrounding properties, hygiene in the neighborhood etc. shall be furnished by the bidder on the letter head of the property owner along with techno commercial offer to be submitted alongwith bid.
- 2.15 No security deposit is payable by BHEL to the successful bidder.
- 2.16 No brokerage, agency charges, services charges etc. shall be paid by BHEL.
- 2.17 The Lessor/contractor shall pay all common area maintenance charges, Property taxes, ground rent, house tax, charges of whatever character, assessment and outgoing assessed, charged, imposed or payable to the concerned Society/Govt. Deptt. / Authority as the case may be in respect of the demised premises. Charges towards consumption of electricity/water(if metered) and diesel required for power

back up will be borne by Lessee on actuals during the validity of lease period. GST as applicable shall be payable extra.

- 2.18** In case, If BHEL has to get any work done mentioned in the scope of work then it shall be recoverable from the rent being paid.
- 2.19** The successful bidder shall handover the hired space in a ready to move in acceptable condition within 90 days from the date of LOI. The rent shall be paid by BHEL effective from the date of handing over the hired space in a ready to move in acceptable condition and penalty if any for delay in handing over of hired space will be deducted from the rent payable for the initial months.

SECTION-III

SCOPE OF WORK / SERVICES

3. Scope of Services

- 3.1.1. This proposed office space shall be used as rental office space for BHEL Offices for a period of Five years on registered lease agreement. However, the same could be fore-closed by BHEL by giving 6 months prior notice.
- 3.1.2. The scope of services is thus to provide (ready to move in) office space as per below requirement:-
- 3.1.3. Area & Floor: Total area requirement is 3000 Sq ft Carpet Area in a single premises on single floor with an acceptable variation of $\pm 5\%$ (i.e. in a range of carpet area of 2850 Sqft to 3150 Sqft.) for approx. 33 employees of BHEL. Carpet area will be taken as covered area minus wall area, columns area, AHUs area (if applicable), common lift lobby area used by other tenant and stair case area.

3.2. Interior & furnishing :-

- 3.2.1. Complete internal layout/design has to be prepared and submitted to BHEL by bidder after placement of LOI and same will be approved by BHEL.
- 3.2.2. Vitrified tile flooring on complete floor/office to be done.
- 3.2.3. The entire office shall mainly have tiled / gypsum false ceiling.
- 3.2.4. The walls shall be finished with POP/wall paneling.
- 3.2.5. Plumbing/sewerage system shall be fully operational.
- 3.2.6. Telephone/internet connectivity by BSNL/Airtel/Other service providers should be available in building.
- 3.2.7. Providing 3 no. full height cabins of glass with doors made of glass for senior positions inline with clause no 3.2.1.
- 3.2.8. Providing 2 no. shoulder height cabin without door for senior positions BHEL as inline with no clause no 3.2.1.
- 3.2.9. Providing two toilet for gents and one for ladies on same floor of the building separately for parallel use. Two gents' toilets shall have a provision of minimum one flush toilets with separate entry/partition, one wash basins, two soap dispensers, three urinal pots, one hand dryer and one exhaust fan. The ladies toilet shall have a provision of minimum one flush toilets, one wash basins, one soap dispensers, one hand dryer and one exhaust fan. All sanitary wares shall have good look and shall be of reputed makes.
- 3.2.10. Providing full height cabin of glass for 12 seater conference room with door of glass inline with clause no 3.2.1 .
- 3.2.11. Providing window Venetian Blinds and sun film on all windows.

- 3.2.12. Providing Storage area in line with clause no 3.2.1.
- 3.2.13. Providing full height cabin for pantry (along with door) with sink of reputed make having space for all fittings & fixtures such as Hot-case/Microwave, tea/coffee maker, gas stove & cylinder, refrigerator, water cooler etc in line with clause 3.2.1.
- 3.2.14. Providing space in premises for keeping Inverter & battery, Switch/router and MPLS devices, 6 copier/scanner machines in line with clause no 3.2.1.
- 3.2.15. Providing space for 28 workstation each of size 25 Sq ft (Approx.) (5 ft x5 ft) in line with clause no 3.2.1.
- 3.2.16. Providing space for reception area /visitor lounge in line with clause no 3.2.1.
- 3.2.17. Providing Water connection sufficient for running office services.
- 3.2.18. Providing provision and doing necessary civil work (Installation of PVC Pipes etc. in walls) for outlet of drainage pipe of approx. 12 no Split Air conditioners.
- 3.2.19. All other civil work not specifically mentioned here but required to make the system complete.

3.3. Electrical :

- 3.3.1. Providing concealed wiring for power supply. At least 3 power supply points with decorative receptacle (5 + 5+ 15 amp) at all 33 locations, reception area and conference room. In addition to this, sufficient power points shall be provided in the area of other related facilities i.e. in pantry room, conference rooms, common areas, water cooler space, toilets, Main hall lights , passage etc.
- 3.3.2. Providing complete illumination system, modern energy efficient lighting using good quality for the complete interior space (All seats/workstations/cabins/pantry room, conference rooms, common areas, water cooler space, toilets etc.) to do office work and for exterior space as per layout requirement in line with clause no 3.2.1.
- 3.3.3. Providing and installing 30 no wall mounted fans in cabins, rooms and other air-conditioned areas.
- 3.3.4. Providing 1+1 LAN cabling and connection using Cat-6 Cable up to the conference room, cabins (5 no) ,workstations (28 no) and conference room.
- 3.3.5. Providing at least 3 pair cabling for the purpose of P&T (Landline telephone) and Intercom in all cabins (5 no) & workstations (28 no) and conference room.
- 3.3.6. Providing Electrical power connection sufficient for running office services such as Air conditioning, lifts, common lighting, cabin lighting, workstation lights, fans etc. with provision of additional load in case required at later stage.
- 3.3.7. Providing proper earthing & lightning protection for the total building.
- 3.3.8. **Power backup/ Genset** of 20 KVA should be installed (mandatory) for offered premises with AMC for 5 years. Genset should have both function of Manual and Automatic switch over. Genset should be having environmental pollution compliances from concerned authority (if applicable). Genset space and

foundation to be provided by bidder. Wiring , earthing , cabling for Genset will be in bidders scope. Only diesel/fuel charges will be paid/borne by BHEL on actuals. Any fault in genset is to be rectified by bidder after intimation from BHEL . Necessary document for environmental pollution compliances from concerned authority (if applicable) along with AMC document is to be provided by bidder before handing over of possession of property to BHEL.

3.3.9. All other electrical works not specifically mentioned here but required is to be provided to make the system complete.

3.4. BHEL intends to reuse its existing modular furniture and Equipment's/appliances available in existing office. Same can be seen by bidder available at our current office . Address :- SCO 203 , 2nd floor, Sector 14 , Panchkula-134112

3.5. **Furniture** :-Following items will be required from Bidder for office use for five years:-

SN	Item	Qty Required
1	Workstation (L-shaped) of size 25 Sq ft. approx. (5 ft x 5 ft) with height of around 4.5 feet (approx.). and table top with height of around 3 feet (approx.) from ground without chair as per requirement - Providing and installing fresh/new modular furniture and fixtures of good quality. The modular furnishing should have provisions of adequate storage with lockable three drawer pedestal (One each for every modular top/workstation). Wire management cutouts to connect wires to monitor ensuring neat clutter free worktop. Color combination and design of workstation will be approved by BHEL.	16
2	Providing Table top of good quality of size - 6 ft x2.5 ft with provisions of adequate storage with lockable three drawer pedestal. Wire management cutouts to connect wires to monitor ensuring neat clutter free worktop. Color combination and design of table top will be approved by BHEL.	2
3	Providing Table top of good quality of size- 5 ft x2.5 ft with provisions of adequate storage with lockable three drawer pedestal. Wire management cutouts to connect wires to monitor ensuring neat clutter free worktop. Color combination and design of table top will be approved by BHEL.	1
4.	Providing and installing wall mounted fans of reputed make as per requirement.	30

3.5 **Lift/elevator** :- In case offered office space is located above ground floor, presence of lift/elevator is mandatory having capacity of 4 persons (min.) with AMC for 5 years. In case offered space is located above ground floor, Bidder shall offer space with barrier-free access to lift/elevator (Lift/elevator should be located on ground floor without any barrier like stairs etc.) for easy accessibility for physically disabled/old age persons. All clearances from concerned

department along with AMC document is to be provided by bidder before handing over of possession of property to BHEL.

- 3.6 **Parking space :-** Bidder shall offer space having common parking space for minimum 60 four wheelers or dedicated parking space for minimum 15 four wheelers nearby proposed premises.
- 3.7 **Fire Fighting equipment:-** Offered office space should be equipped with fire-fighting arrangement for the building with fire hydrant line as per Government norms before handing over of possession to BHEL. Bidder shall provide clearance for Fire from the local bodies / Govt. agencies before handing over of possession to BHEL.
- 3.8 The premises should have necessary exit/provision for evacuation during any untoward incident like fire, earthquake etc during lease period.

SECTION-IV

COMMERCIAL TERMS & CONDITIONS

4. COMMERCIAL TERMS & CONDITIONS:

4.1. Payment Terms:

- 4.1.1. Bill/Invoice (on monthly basis) complete in all respect along with all the requisite document should be submitted by the Contractor on Suvidha portal of BHEL and same will be paid within 10 working days of its receipt on portal. Link of Suvidha portal:- <https://suvidha.bhel.in/suvidha/>. Any clarification sought by BHEL, pertaining to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries sought by BHEL will be settled by the Contractor.
- 4.1.2. The charges for electricity/Water consumption (if metered) shall be separately reimbursed every month at actuals against documentary evidence as per applicable Govt. rate.
- 4.1.3. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account. Same needs to be uploaded on Suvidha portal during registration.
- 4.1.4. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 4.1.5. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- 4.1.6. The bidder is liable to pay all statutory taxes & charges etc. for the premises. BHEL shall not reimburse any such charges.
- 4.1.7. For power backup, diesel/fuel charges will be paid/borne by BHEL on actuals. Cleaning of demised premises/office space and minor repairs will be in BHEL scope. All major repairs such as leakage in Building and water pipes, cracks, other defects and electrical major defects shall be taken up by the bidder at his own cost immediately upon such defects being notified by BHEL. If the owner fails or neglects to make such repairs, BHEL shall get the same repaired and deduct the expenses of such repairs from the monthly rent of the premises. The Lessor shall pay all common area maintenance charges, Property taxes, ground rent, house tax, charges of whatever character, assessment and outgoing assessed, charged, imposed or payable to the concerned Society/Govt. Deptt. / Authority as the case may be in respect of the demised premises. Charges towards consumption of electricity/water(if metered) and diesel required for power back up will be borne by Lessee on actuals during the validity of lease period. GST as applicable shall be payable extra.
- 4.1.8. Payment of 3 months Non-interest bearing advance refundable Security Deposit will be paid by BHEL within 15 days of contract agreement (Contract agreement will be signed after handover of office space/within 90 days of LOI) and security deposit will be refunded within 10 days after expiry of lease period/vacation of premises (whichever is earlier) .

4.2 Taxes & Duties:

4.2.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.

4.2.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.

4.2.3 GSTIN of BHEL will be provided to the Contractor along with the work order.

4.2.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.

4.2.5 All payments are subject to income tax deduction at the applicable rates of the bill amount at source or as per Central Government Laws. Further Applicable GST-TDS will be deducted from contractor's bill as per the provisions of the GST Act

4.2.6 Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.

4.2.7 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature - CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.

4.2.8 The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

4.2.9 GST portion of invoice shall be released only when all the following conditions are satisfied by the Contractor: -

- a) Supply of goods / services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Contractor has declared such invoice in his applicable GST return.
- d) Documentary evidence or undertaking regarding discharge of GST liability in respect of supplies made by vendor has been furnished.

4.3 Variation in Taxes & Duties:

Any upward/downward variation in GST shall be considered for actual payment provided supply of goods and services are made within schedule date stipulated in the contract.

4.4 Modalities of Tax Incidence on BHEL:

Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.

The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

Any loss to BHEL due to non-compliance of above noted clauses and/or provisions of the GST Act and/or Rules by the contractor shall be to his account.

4.5 Penalty for Delay:

The successful bidder shall handover the hired space in a ready to move in acceptable condition within 90 days from the date of LOI. Failure to provide the space would attract a penalty of 0.5 % of the total contract value per week or part thereof subject to maximum of 10 % of the total contract value. The rent shall be paid by BHEL effective from the date of handing over the hired space in a ready to move in acceptable condition and penalty if any for delay in handing over of hired space will be deducted from the rent payable for the initial months.

SECTION-V

PRE-QUALIFYING REQUIREMENT

(All documents mentioned below to be submitted along with bid/offer duly certified and stamped by authorized signatory)

- 5.1 Office space is required to be taken on rent within maximum of 10 Km (Aerial distance) radius taking center point as ISBT, Sector 17 Chandigarh in commercial areas of tricity. The aerial distance between the center point and the building to be hired shall be measured from google map. The bidder shall submit screenshot of google maps indicating aerial distance between offered property and ISBT Sector 17, Chandigarh.
- 5.2 The bidder shall submit copies of occupancy certificate/completion certificate issued by concerned competent Govt. agency/authority.
- 5.3 The land use of the proposed property shall be suitable for carrying out the business functions of BHEL offices for Marketing/Commercial activity of electricity transmission and distribution products & Marketing/commercial activity of Spares & commercial activity pertaining to services/servicing of Power Plant Equipment installed in Utility, Captive Power Segments and industrial projects. Allotment/Change of land use document/other document mentioning land use (suitable for carrying out business function of BHEL offices for Marketing/Commercial activity mentioned above) from the concerned competent Govt. agency/authority should be submitted by bidder
- 5.4 The Bidder shall submit the copy of proof of ownership/Lease Deed of the property (if applicable) issued by the concerned competent Govt. agency/authority. In case land is developed under Joint Deployment model, the bidder shall submit a copy of joint development agreement.
- 5.5 In case the bidder is not the current owner of the building, he/she shall submit a copy of power of attorney valid till contract period.
- 5.6 The bidder shall submit copy of PAN card. & GSTIN if applicable.
- 5.7 The bidder shall submit an Affidavit (On Non-judicial stamp paper of Rs 100/- duly attested by notary public) along with their bids that the offered space is free from all encumbrances/claims & disputes/liabilities & litigations with respect to its ownerships, lease/renting and pending payments.
- 5.8 BHEL intends to hire 3000 Sq ft approx. carpet area with an acceptable variation of $\pm 5\%$ (i.e. in a range of carpet area of 2850 Sq ft to 3150 Sq ft.) on single floor in single premises. The bidder shall submit floor plan indicating total carpet area offered.
- 5.9 Bidder shall offer office space with external doors & windows with glasses already fitted. Bidders to submit photographs of external doors and windows along with bid.
- 5.10 Parking space :- Bidder shall offer space having common parking space for minimum 60 four wheelers or dedicated parking space for minimum 15 four wheelers nearby proposed premises in line with requirements mentioned in clause 3.6. Bidder to submit undertaking as per Annexure E alongwith bid that parking space criteria mentioned above will be met before handing over of possession of office space to BHEL.

- 5.11 Lift/elevator :- In case offered office space is located above ground floor, presence of lift/elevator is mandatory having capacity of 4 persons (min.) with AMC for 5 years. In case offered space is located above ground floor, Bidder shall offer space with barrier-free access to lift/elevator (Lift/elevator should be located on ground floor without any barrier like stairs etc.) for easy accessibility for physically disabled/old age persons in line with requirements mentioned in Clause no 3.5. Bidder to submit undertaking as per Annexure E along with bid that Lift/elevator criteria mentioned above will be met before handing over of possession of office space to BHEL.
- 5.12 Power backup/ Genset of 20 KVA should be installed (mandatory) for offered office space with AMC for 5 years in line with requirement mentioned in Clause 3.3.8 . Bidder to submit undertaking as per Annexure E that Power Back up /Genset criteria mentioned above will be met before handing over of possession of office space to BHEL.
- 5.13 Fire Fighting equipment:- Offered office space should be equipped with fire-fighting arrangement for the building with fire hydrant line as per Government norms in line with requirements mentioned in clause 3.7. Bidder shall provide clearance for Fire from the local bodies / Govt. agencies before handing over of possession of office space to BHEL. Bidder to submit undertaking as per Annexure E that Firefighting equipment criteria mentioned above will be met.
- 5.14 Toilet :- Offered office space should have minimum 03 no Toilet (02 no Male, 01 no Female) separate for parallel use in line with requirements mentioned in Clause 3.2.8. before handing over of possession of office space to BHEL. Bidder to submit undertaking as per Annexure E that Toilet criteria mentioned above will be met.

Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

SECTION-VI
DOCUMENTS REQUIRED APART FROM PRE-QUALIFYING REQUIREMENT DOCUMENTS to be submitted along with bid

The Bidders must submit / furnish following documents (duly certified and stamped by their authorized signatory) with the offer; failing which the offer shall be ignored.

- 6.1 Bidder has to submit copies of appropriate business licenses / registrations like *PAN* and *GST registration certificate*.
- 6.2 “No Deviation/Acceptance Certificate” i.e. Annexure-A.
- 6.3 “Declaration Certificate” i.e. Annexure-B.
- 6.4 Duly filled “Bidder’s General Information” placed in Annexure-C.
- 6.5 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.13**, along with the offer (or Annexure-D as the case may be).
- 6.6 Undertaking for Lift/elevator , Parking, toilet, genset/power back , Fire fighting equipment as per Annexure E.
- 6.7 ‘Letter of Authority’ on the Letter Head, as per Annexure-F.
- 6.8 “E-Banking Mandate Form” on the Letter Head, as per Annexure-G.
- 6.9 Duly signed Unpriced bid format (**Annexure H**), by mentioning ‘Q’ in the column where quote is to be offered by the party. **Prices are strictly not to be mentioned in the Un-priced bid.Bids of parties where prices are mentioned anywhere other than price bid format will be rejected.**
- 6.10 Duly filled “Check-List” i.e. Annexure - K.
- 6.11 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause No. 1.7, in case an authorized representative has signed the tender.
- 6.12 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- 6.13 Document regarding ambience of property as mentioned in Clause no 2.16
- 6.14 All documents mentioned in Section 5 (Pre -Qualifying requirements)

Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

SECTION-VII

PROCEDURE FOR SUBMISSION OF TENDER

- 7.1 The tender is to be submitted as required in two parts in separate sealed covers prominently superscripted as **Part-1 “Techno-commercial Bid” & Part-2 “Price Bid”** and also indicating on each of the covers the tender number and due date & time as mentioned in the tender enquiry:-

Envelope-1: Envelope of Part-1 “Techno-commercial Bid” shall contain documents required in **Section V and Section VI above**;

Envelope-2 : Part-2 “ Price Bid” shall contain Price-Bid format (Annexure-I) only.

Envelope-3: Third sealed cover/envelope shall contain required amount of EMD in the form of Demand Draft/Banker’s Cheque/Pay order or attested copies of either Udyam or EM-II Certificate or valid NSIC Certificate or online payment receipt or cash deposit receipt and shall be superscripted as EMD.

These three separate cover/envelopes 1, 2 and 3 shall together be enclosed in **FOURTH ENVELOPE** and this sealed cover shall be superscripted with tender number and due date.

Bids submitted without EMD or EMD in any other forms except the forms as mentioned in S. No. 1.10 are liable to be rejected. If the Part-2 “Price Bid” (**Annexure-I**) is not received in separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further. The authenticity of NSIC certificate/Udyam certificate/online payment receipt/cash receipt will be checked immediately and their techno commercial bid shall be opened only, if the NSIC certificate/ Udyam certificate /online payment receipt/cash receipt is valid.

- 7.2 Envelope-3 containing EMD will be opened first. Subsequently Envelope 1 containing Part-I “Techno-commercial Bid” will be opened and evaluated for technical qualification. Bidders who qualify in Technical Bid will only be considered for opening of Price Bid (Part-2). However, before opening of price bid for final shortlisting the technically acceptable properties shall be visited by empowered committee of BHEL to ascertain the ambience of the property in line with Clause 2.17 (Section -II, Special Terms and Conditions of tender). BHEL will finalize successful bidder by **opening of sealed paper price bid** of finally shortlisted technically qualified bidders.
- 7.3 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 7.4 Bidders are requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected. The price bid have been given in the standard formats at **Annexure-I** (uploaded at <http://eprocure.gov.in/cppp/> and <http://www.bhel.com>) with the tender document.

No Deviation/Acceptance Certificate
(To be submitted along with Part-1 Bid)
As part of Compliance Statement

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL.

“I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the Tender No. RE/CHD/OFFICE/ADMIN/25 dated 24.10.2025. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm

DECLARATION CERTIFICATE

(To be typed on bidder's letter head and submitted along with Part-1 Bid)

Dear Sir/Ma'am,

SUBJECT: Hiring of Office Space in Tricity (Tender No. RE/CHD/OFFICE/ADMIN/25 DATED 31.10.25)

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. *We confirm that bid complies with the total requirements / terms & conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.*
2. *I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.*
3. *We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.*
4. *We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.*
5. *We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.*

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

BIDDER'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

*Photograph
of
bidder /
authorised
signatory
holding
power
of attorney*

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency/proprietor	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	GST Registration No. (GSTIN)	
8	Udyam certificate /Udyog Aadhaar Memorandum (UAM No.) if applicable	
9	Corporate Identification Number (CIN)	
10	Name of Bidder/ Contact Person	
11	Phone No. of Bidder / Contact Person	
12	E-mail Address of Bidder / Contact Person	
13	Name of Authorized Signatory	
14	Complete Address of office space offered	

Signature
With name, Designation & seal of the firm

ANNEXURE - D

**Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)**

This is to certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dtd:, Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. Or The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

(UDIN is mandatory on each document certified by Chartered Accountant as per ICAI.)

ANNEXURE - E

UNDERTAKING

(To be typed on bidder's letter head and submitted along with Part-1 Bid)

Dear Sir/Ma'am,

SUBJECT: Hiring of Office Space in Tricity (Tender No. RE/CHD/OFFICE/ADMIN/25 DATED 31.10.25) :- Undertaking for Lift/elevator , Parking, toilet, genset/power back , Fire fighting equipment

Please find herewith our offer in line with requirement of BHEL's Tender document:

I/We hereby undertake that in line with requirement of BHEL's Tender document, Section III and Section V, requirements mentioned against Lift/elevator, Parking, toilet, Genset/power back , Fire fighting equipment will be met and installed/constructed by me/us and required documents will be provided before handing over of possession of office space to BHEL within 90 days of LOI. In case of any delay , I accept penalty for delay as per clause 4.5 of tender specification. Also I/we undertake that the premises will have suitable/necessary/mandatory exit/provision for evacuation during any emergency requirement such as fire, earthquake etc. during lease period .

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

LETTER OF AUTHORITY
(To be submitted along with Part-1 Bid)

[Proforma for Letter of Authority for Attending Bid Opening']

Ref:

Date:

To,

M/s BHEL

SUB: _____

Tender No. RE/CHD/OFFICE/ADMIN/25 dated 31.10.2025

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

1. Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

2. Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:
Bidder]
Date:

[Signature of Authorized Signatory of
Name:
Designation:
Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend bid Openings. **Bidders authorized representative is required to carry a copy of this authority letter while attending bid opening, the same shall be submitted to BHEL.**

E-Banking Mandate Form

(To be issued on bidder's letter head)
(To be submitted along with Part-1 Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I/We hereby authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold BHEL responsible.

Signature
With name, Designation & seal of the firm/bidder

Un-Priced Bid (TO BE SUBMITTED ALONG WITH “PART-I BID”)

All values to be entered in Rs

Description	Rent per month for 1 st year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 2 nd year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 3 rd year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 4 th year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 5 th year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Total rent for 60 months (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (In Rs.)	Total rent for 60 months (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) in words
1	2	3	4	5	6	7	
Rental Charges for Hired Office Space		Auto calculated-Amount mentioned in Column 2x 1.05	Auto calculated-Amount mentioned in Column 2x1.05x1.05	Auto calculated-Amount mentioned in Column 2x 1.05x1.05x 1.05	Auto calculated-Amount mentioned in Column 2x 1.05x1.05x 1.05x1.05	Amount will be calculated in line with below mentioned note.	Amount will be calculated in words as per column 7

Vendor has to mention ‘Q’ in the column no 02 where quote is to be offered by the party. **Prices are strictly not to be mentioned in the Un-priced bid. Bids of parties where prices are mentioned anywhere other than price bid format will be rejected.** Column no 3,4,5,6,7,8 will be auto calculated in excel sheet of price bid.

L1 evaluation: - Evaluation will be done on basis of **Total Rent for 60 months considering 5% annual increment for next 4 years.** The total rental value/amount (excluding GST) shall be calculated as per below mentioned formula:-

Total Rent for 60 months= (Amount mentioned in Column 2 x 12) + (Amount mentioned in Column 2x 1.05 x12)+ (Amount mentioned in Column 2 x 1.05 x 1.05 x12)+ (Amount mentioned in Column 2 x 1.05 x 1.05 x1.05 x 12)+ (Amount mentioned in Column 2 x 1.05 x 1.05 x 1.05 x1.05 x 12)

The Lessor shall pay all common area maintenance charges, Property taxes, ground rent, house tax, charges of whatever character, assessment and outgoing assessed, charged, imposed or payable to the concerned Society/Govt. Deptt. / Authority as the case may be in respect of the demised premises. Charges towards consumption of electricity/water(if metered) and diesel required for power back up will be borne by Lessee on actuals during the validity of lease period. GST as applicable shall be payable extra. L1 will be evaluated based on value/words in Column 7/8 i.e. Total rent for 60 months. **Note:** Total area requirement is 3000 Sq.ft.(Carpet Area) with an acceptable variation of ± 5% (i.e. in a range of carpet area of 2850 Sqft to 3150 Sqft.) in a single premises on single floor.

Signature
With name, Designation & seal of the firm/bidder

Price Bid

(TO BE SUBMITTED IN SEPARATELY SEALED ENVELOP SUPERSCRIBING AS “PRICE BID”)

Bidder to fill price bid in excel sheet attached along with bid. Only Column no 2 to be filled by bidder in excel sheet. Column no 3,4,5,6,7,8 will be auto calculated in sheet. Bidder to check and verify all amounts in Column no 3,4,5,6,7,8 before final submission . Bidder to take print out after filling Column no 2 and sign with name, Designation & seal of the firm/bidder after verification of all amount.

If the Part-2 “Price Bid” (Annexure-I) is not received in separate sealed envelope as described above, then the same shall be rejected.

L1 evaluation: - Evaluation will be done on basis of **Total Rent for 60 months considering 5% annual increment for next 4 years.** The total rental value/amount (excluding GST) shall be calculated as per below mentioned formula:-

Total Rent for 60 months= (Amount mentioned in Column 2 x 12) + (Amount mentioned in Column 2x 1.05 x12)+ (Amount mentioned in Column 2 x 1.05 x 1.05 x12)+ (Amount mentioned in Column 2 x 1.05 x 1.05 x1.05 x 12)+ (Amount mentioned in Column 2 x 1.05 x 1.05 x 1.05 x1.05 x 12)

L1 will be evaluated based on value/words in Column 7/8 i.e. Total rent for 60 months.

Annexure-J

Proforma of Lease Agreement (Draft)

THIS LEASE made on the _____ day of _____ Two thousand
Twenty _____ between
_____ a company
incorporated under the Companies Act, 1956 and having its Registered Office _____
_____ (hereinafter called the "Lessor" which expression
shall wherever the context permits, be deemed to include its successors and assigns) of the
one part. Through _____.

AND

M/s BHARAT HEAVY ELECTRICALS LIMITED (BHEL), a company incorporated under the
Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi -
110049 (hereinafter called the "Lessee" which expression shall wherever the context permits,
be deemed to include its successors and assigns) of the other part. Through Mr.
_____.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

In consideration of the rent hereinafter agreed and all the covenants and conditions hereinafter
contained to be observed and performed, on the part of the Lessee, the Lessor do hereby grant,
transfer, demise by way of lease of its office, consisting of total Carpet area offered for rent
to BHEL of _____ Sqft. at _____ for a period of _____
months w.e.f. _____ paying unto the Lessor during the said term/period a rent
including payable in advance within 10 working days of receipt of bill from Lessor every month
of the calendar year without any deductions whatsoever, accept permissible under law.

A) THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

1. The Lessee shall abide by the bye-laws and regulations of the local authorities as the case may be in relation to the demised premises.
2. The Lessee shall comply with the provisions of concerned State Government Fire Prevention and Fire Safety as the case may be for or in connection with the demised premises.
3. Lessee shall not store any inflammable or injurious articles in the demised premises that may cause damage either to the demised premises or to any other property, assets, and objects belonging to the Lessor.
4. The Lessee shall not conduct in the demised premises or any part thereof any offensive acts or dangerous trade/business, manufacture or occupation nor shall do or cause to be done in the demised premises or any part thereof any act, matter or thing that may cause any annoyance or nuisance or cause damages to the Lessor or the neighborhood not shall use or allow the same to be used for illegal and immoral purposes.
5. The Lessee shall deliver the vacant possession of the demised premises to the Lessor on the termination of the lease.
6. That the Lessee and the Lessor shall abide by the laws of the land and any local enactments in respect of the demised premises.

7. The Lessor agrees to indemnify the Lessee fully to the effect that in the process of hiring of office space if Lessee is put under any losses, the Lessor shall forthwith make the losses good to Lessee.

B) THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

1. The Lessor shall not, without the previous consent and permission in writing of the Lessee, sell, mortgage or sublet or in any other manner transfer or part with the provisions of the whole or any part of the demised premises or his interest in the same. However, it has been agreed by the Lessor that the Lessee can use the said premises for the staff of BHEL.
2. That the Lessor shall pay all common area maintenance charges, Property taxes, ground rent, house tax, charges of whatever character, assessment and outgoing assessed, charged, imposed or payable to the concerned Govt. Deptt. / Authority as the case may be in respect of the demised premises.

3. Notice / Communication

That any notice, letter, communication etc. to be made, served or communicated unto the Lessor under these presents shall be in writing and shall be deemed to be duly made, served, or communicated only if the notice or letter or communication is addressed to the named officer of the Lessor at the address shown above / intimated by the Lessor in this behalf. Correspondingly any notice, letter or communication to the Lessee shall be deemed to be made, served or communicated if the same in writing is addressed to the named officer of the Lessee at the address shown above / intimated by the Lessee or to the address of the demised premises after the Lessee has shifted to the same by Registered Post. Such notices shall be effective from the date of the receipt by the concerned party.

4. Jurisdiction of Courts etc.

That terms & conditions of the lease and the rights and obligations of the parties under or arising out of this agreement to lease shall be construed and enforced in accordance with the laws of India. It is also agreed that the courts at Panchkula/Chandigarh/Mohali (in which district the property is located) shall have the exclusive jurisdiction in all matters under the terms of this lease deed.

5. Settlement of Dispute Clause I Arbitration Clause

All the differences or disputes arising out of this lease deed between the Lessor and the Lessee shall be at the first instance shall be resolved amicably. In the event amicable settlement is not reached then such disputes differences shall be settled through Arbitration by the arbitral tribunal consisting of three arbitrators one each to be nominated by the Lessor and the Lessee and the third presiding arbitrator to be appointed by both the nominated arbitrators. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 and rules framed there under. The venue of the Arbitration proceedings shall be at New Delhi. The cost of Arbitration shall be equally shared by the Lessor and Lessee. The Arbitrators shall give a reasoned award.

6. Signature

The lease deed shall be prepared in duplicate and shall be signed by the authorized / nominated persons or officers of the Lessor and the Lessee at the time of registration of the lease deed. The Lessee shall retain the original lease deed and the copy may be retained by the Lessor.

C) IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The Lessee shall pay to the Lessor the rent for the said premises at the rate of Rs. _____ and period _____ effective from date _____.
2. The Lessor hereby agrees to take comprehensive insurance cover for the demised premises for the property / equipment / furniture belonging to Lessor which shall be renewed from time to time during the validity of lease period.
3. The Lease period shall be valid for five years and the same can be extended on mutual consent in the form of written agreement. The contract/agreement can be foreclosed by Lessee giving 06 (Six) months' notice to the lessor without assigning any reason thereof and without prejudice to the right of Lessee to recover any amount becoming due under the agreement.
4. All major repairs such as leakage in Building and water pipes, cracks, other major defects etc. shall be carried out by the Lessor solely at its own cost.
5. 100% of the Monthly Lease rent as detailed at Para C-1 above, shall be payable every month for every calendar month in advance within 10 working days of receipt of bill from the Lessor.
6. The Lessee shall use the demised premises for locating its offices besides using the same for official purposes.
7. That the Lessee will not make any structural additions or major alterations in the premises let out and shall not remove any fittings, fixtures etc. attached to the said premises.
8. The Lessor shall provide furniture, equipment etc. as detailed in tender document award.
9. The Lessee shall keep interiors of the premises in good order and conditions and shall not remove any fittings attached to the said premises provided by lessor. However, the Lessee may erect temporary partitions for making any cabins etc. and / or may remove / alter the fittings, door and windows, etc. at their own cost with prior permission of Lessor and shall restore back the same on vacation of building / termination of lease.
10. The Lessee will permit the Lessor and their agents, surveyors and authorized representative(s) to enter into the said premises at all reasonable times for purpose either of inspection or repair of the said premises or for any other analogous purpose on any working day during working hours on receipt of prior notice of 2 days.
11. Charges towards consumption of electricity/water(if metered) will be borne by Lessee during the validity of lease period on actuals.

IN WITNESS THEREOF, the Parties hereto have executed these presents on the day month and year above written.

SIGNED AND DELIVERED BY THE LESSOR WITHIN NAMES IN
THE PRESENCE OF:

LESSOR

SIGNED AND DELIVERED BY THE LESSOR WITHIN NAMES IN
THE PRESENCE OF:

WITNESS:

1.

2.

BHEL (LESSEE)

WITNESS:

1.

2.

(On non-Judicial Stamp Paper of appropriate value)

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER
 (To be submitted along with Part-1 Bid)

Sl. No.	Description of requirement	Compliance	Page No.
1	Power of Attorney or a true copy thereof duly attested by a Gazetted Officer / Copy of Board Resolution, in favor of the authorized signatory of the Bid, in case an authorized representative has signed the tender.	☐ Yes ☐ No ☐ NA	
2	EMD in a separate envelope.	Cash deposit as permissible under the extant Income Tax Act (before tender opening);	☐ Yes ☐ No ☐ NA
		Banker's cheque / Pay order/ Demand draft, in favor of BHEL (along with offer), payable at Chandigarh	☐ Yes ☐ No ☐ NA
		Online payment receipt in case Electronic Fund Transfer credited in BHEL account.	☐ Yes ☐ No ☐ NA
		Attested copies of either Udyam or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure-D).	☐ Yes ☐ No ☐ NA
		Certificate of recognition as Startup from Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India.	☐ Yes ☐ No ☐ NA
3	Copy of the PAN card.	☐ Yes ☐ No ☐ NA	
4	Copy of GST registration certificate (GSTIN)	☐ Yes ☐ No ☐ NA	
5	No Deviation Certificate i.e. Annexure-A .	☐ Yes ☐ No ☐ NA	
6	Declaration Certificate i.e. Annexure-B on the Letter Head.	☐ Yes ☐ No ☐ NA	
7	Bidder's General Information i.e. Annexure-C .	☐ Yes ☐ No ☐ NA	
8	Undertaking for Lift/elevator , Parking, toilet, genset/power back , Fire fighting equipment on the Letter Head, as per Annexure-E .	☐ Yes ☐ No ☐ NA	
9	'Letter of Authority' on the Letter Head, as per Annexure-F .	☐ Yes ☐ No ☐ NA	
10	"E-Banking Mandate Form" on the Letter Head, as per Annexure-G .	☐ Yes ☐ No ☐ NA	
11	Performa of Lease Agreement i.e. Annexure-J	☐ Yes ☐ No ☐ NA	
12	Un-priced BID i.e. Annexure-H	☐ Yes ☐ No ☐ NA	
13	PRICE BID i.e. Annexure-I	☐ Yes ☐ No ☐ NA	
14	"Check-List" i.e. Annexure -K .	☐ Yes ☐ No ☐ NA	
15	Signed & stamped complete tender document along with documents required in Section V and Section VI	☐ Yes ☐ No ☐ NA	
16	All forms, formats, annexures including tender document duly signed by the Authorized Signatory.	☐ Yes ☐ No ☐ NA	

EMD DETAILS

Name of Bank & Branch	DD / PO No.	Date	Amount (₹)
Or Online payment receipt No./cash receipt:			

EMD will be waived off for MSEs and Startups upon verification.

Signature
With name, Designation & seal of the firm