


	भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited	8 South Avenue, Choubey Colony Raipur 492001 0771-2255170
		

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 Raipur for 5 years".

SCHEDULE TO TENDER

1	Tender Reference No.	RE/RPR/OFFICE/ADMIN/NIT
2	Tender ID (CPP Portal):	
3	Tender ID (BHEL Portal):	
4	Date of Issue of Tender:	07-11-2023
5	Type of Tender:	Open Tender offline
6	Type of Bid:	Two-part bid system
7	Tender Title:	"Hiring of Office Space in Raipur for 5 years"
8	Last date/ time for receipt of tender:	18-11-2023 by 02:00 PM
9	Date/ time of opening of bid:	18-11-2023 at 02:30 PM
10	Place of submission of Tender/Bid	Tenders can be submitted to the office mentioned below:- 1) BHEL, 8 South Avenue, Choubey Colony, Raipur-492001
11	Tender will be opened at:	BHEL Office, 8 South Avenue, Choubey Colony, Raipur-492001
12	EMD (₹):	Exempted
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 Raipur 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.

Aditi Srivastava Khandelwal
Email - aditisk@bhel.in
Phone number - 9425007669
Alt no. 9425604026

TABLE OF CONTENTS/INDEX

PART-I

Sections/Annexures	Contents	Page No.
	NOTICE INVITING TENDER	1
	TABLE OF CONTENTS	2
Section-I	GENERAL CONDITIONS OF TENDER	3-12
Section-II	SPECIAL TERMS & CONDITIONS OF TENDER	13-14
Section-III	SCOPE OF WORK/SERVICES	14-16
Section-IV	COMMERCIAL TERMS & CONDITIONS	17-18
Section-V	PRE-QUALIFYING REQUIREMENTS	19
Section-VI	DOCUMENTS REQUIRED	20
Section-VII	PROCEDURE FOR SUBMISSION OF TENDER	21
Annexure-A	NO DEVIATION CERTIFICATE	22
Annexure-B	DECLARATION CERTIFICATE	23
Annexure-C	BIDDER'S GENERAL INFORMATION	24
Annexure-D	Unpriced Bid	25
Annexure-F	PROFORMA OF LEASE AGREEMENT	27-30
Annexure - G	CHECK-LIST	31

PART-II

Annexure	Contents	Page No.
Annexure-E	PART 'II' - PRICE BID	26

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. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.
- 1.1.4. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineations, 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.
- 1.1.5. 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. Bids submitted by hard copy. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.

1.3. COST OF BIDDING: No Cost

1.4. TENDER OPENING:

- 1.4.1. Tender shall be opened at BHEL office, 8 South Avenue, Choubey Colony, Raipur-492001 on appointed date & time (or the extended date/ time, if any) by representatives of Contracting dept. and Finance dept. 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-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 bidder shall quote the "Rate" in English language and international numerals ONLY. The "Rate" shall be entered in figures as well as in words. "Rate" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- 1.5.2. 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.
- 1.5.3. Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.5.4. Singular & Plural: Words including the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.5. 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 / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- 1.6.1. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.6.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 1.6.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 1.6.1 and 1.6.2 above.
- 1.6.4. 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 rejected

1.7. TENDER EVALUATION / EVALUATION OF BIDS:

- 1.7.1. 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.
- 1.7.2. 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).
- 1.7.3. The priced bids of techno-commercially qualified bidders shall be opened and shall be considered for evaluation.
- 1.7.4. 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 footnotes.
- 1.7.5. "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 till single L-1 bidder is established. Ranking will be done accordingly after arriving at single L1 bidder. BHEL's decision in such situation shall be final and binding.
- 1.7.6. 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.
- 1.7.7. Reverse Auction will not be applicable

1.8. VALIDITY OF OFFER:

- 1.9.1. Offers shall remain valid for **180 days'** period from the due date of submission of bids (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.

1.9. EARNEST MONEY DEPOSIT (EMD):

EMD is exempted.

1.10. REJECTION OF BIDS

- 1.10.1. 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 bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.10.2. 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.

- 1.10.3. Unsolicited bids, bids 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.
- 1.10.4. If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. 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.
- 1.10.5. 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 any money due.
- 1.10.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.10.7. 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 Earnest Money.
- 1.11. 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”.

- 1.12. 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. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. 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, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) 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.
- 1.13.1. 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.
- 1.13.2. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.13.3. 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.*
- 1.14. The bid submitted by bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.
- 1.15. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission. Unsolicited discounts/ revised offers given after bid opening shall not be accepted.
- 1.16. 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.
- 1.17. 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.
- 1.18. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.

- 1.19. **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.
- 1.20. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for 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.	In the event of Failure/inability of one party or the other.
c.	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.
d.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
e.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
f.	In case of any misrepresentation while claiming the payment.
g.	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.
h.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
i.	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;
j.	If Contractor fails to perform any other obligation under the Contract;

- 1.20.1. The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 1.20.2. 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.

1.21. **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.

1.22. **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

1.23. **ARBITRATION:** In case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **Raipur**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

1.24. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** 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 in this behalf at DELHI or where the property offered is situated 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.

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

- 1.25.1. 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.
- 1.25.2. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.
- 1.26. **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase

organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 1.27. **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.
- 1.28. **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 03 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.
- 1.29. 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.
- 1.30. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender.
- 1.31. **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, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 1.32. **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.
- 1.33. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.34. **Lisasoning with local and state authorities:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.

- 1.35. **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.

SECTION-III

SPECIAL TERMS & CONDITIONS OF TENDER

2.0 SPECIAL INSTRUCTION TO BIDDERS:

- 2.1 All day-to-day liaisons with local authorities pertaining to this office shall also be maintained by the bidder.
- 2.2 The rate for hired space should be quoted on lump-sum basis including all levies and taxes i.e. land, water, sewage, 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.
- 2.3 The total Plinth area offered incorporating complete space requirement (as per scope of work mentioned in Section III) shall be minimum 700 Sqft Plinth area on single floor in same premises.
- 2.4 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.
- 2.5 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.
- 2.6 The successful bidder shall go for Lease / Rent agreement with BHEL within 15 days of Letter of Intent (LOI) in the format attached with bid documents. 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 3 months' prior notice.
- 2.7 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.
- 2.8 Insurance of all the properties, equipment, furnishings owned by the bidder and let out to BHEL shall be arranged by the bidder.
- 2.9 Approved floor plan to be shared by bidder. 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.
- 2.10 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 should be broad enough for cars/trucks to pass from either side., nature of activities being carried out in the surrounding properties-there should be no slums, encroachment in the vicinity within 100 mtrs., hygiene in the neighborhood etc. -there should be no open drains for mosquitoes and no garbage dumps in the surrounding, which 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.

- 2.11 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.
- 2.12 Security deposit equivalent to 1 months rent will be payable by BHEL to the successful bidder after property is handed over to BHEL as per condition specified in the scope of work. Security deposit will be adjusted in rent of subsequent month once notice is given.
- 2.13 No brokerage, agency charges, services charges etc. shall be paid by BHEL.
- 2.14 **Penalty for Delay:**

The successful bidder shall handover the hired space in a ready to move in acceptable condition as per scope of work within 45 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. If BHEL has to get any work done mentioned in the scope of work then it shall be recoverable from the rent being paid.

SCOPE OF WORK / SERVICES

3. Scope of Services

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 3 months prior notice.

The scope of services is thus to provide (ready to move in) office space as per below requirement:-

- 3.1. Area & Floor:** Total area requirement is minimum 700 Sqft Plinth Area in a single premise on single floor for employees of BHEL. Plinth 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. Tile/Marble flooring on complete floor/office is required.
 - 3.2.2. Plumbing/sewerage system shall be fully operational.
 - 3.2.3. Telephone/internet connectivity by BSNL/Airtel/Other service providers should be available in office accommodation.
 - 3.2.4. Providing minimum 1 cabin with doors for senior positions as per requirement of BHEL.
 - 3.2.5. Providing full height two toilets-one each for gents and ladies including doors with flush toilet with faucet, separate entry/partition/door, one wash basins, one exhaust fan and one separate tap. The ladies toilet shall have a provision of minimum one flush toilet with faucet, separate entry/partition/door, one wash basins, one exhaust fan and one separate tap. All sanitary wares shall have good look and shall be of reputed makes.
 - 3.2.6. Sufficient Storage area should be available inside office premises.
 - 3.2.7. Providing pantry (with sink providing adequate space in premises for keeping Inverter & battery, Switch/router, 1 copier/scanner and 3-4 printer machines.
 - 3.2.8. Providing adequate space for workstations providing adequate space for reception area /visitor lounge.
 - 3.2.9. Providing water connection sufficient for running office services.
 - 3.2.10. Providing provision and doing necessary civil work (Installation of PVC Pipes etc. in walls) for outlet of drainage pipe of Split Air conditioners as per requirement of BHEL.
 - 3.2.11. All other civil work not specifically mentioned here but required to make the system complete.

- 3.2.12. 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.

3.3. Electrical :

- 3.3.1. Providing concealed wiring for power supply. At least 2 power supply points with decorative receptacle (5 + 15 amp) at all locations. 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, 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.) as per requirement to do office work and for exterior space as per layout requirement.
- 3.3.3. Providing and installing adequate ceiling/wall mountings, rooms and other air-conditioning as per requirement.
- 3.3.4. Providing 1+1 LAN cabling and connection using Cat-6 Cable up to the cabins and workstations.
- 3.3.5. Providing at least 3 pair cabling for the purpose of P&T (Landline telephone) and Intercom in all cabins & workstations.
- 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. Adequate space for Inverter & battery should be available in premises. Inverter wiring as per requirement of BHEL will be in bidder's scope.
- 3.3.9. All other electrical works not specifically mentioned here but required is to be provided to make the system complete.

SECTION-IV

COMMERCIAL TERMS & CONDITIONS

4. COMMERCIAL TERMS & CONDITIONS:

4.1. Payment Terms:

4.1.1. Bill (on monthly basis and GST compliant (if applicable)) complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 10 working days of its receipt. 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. 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.

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.

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.

4.2 Taxes & Duties:

4.2.1. In case the contractor is registered under GST act, 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. 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
- 4.2.5. Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.2.6. 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.
- 4.2.7. 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.
- 4.2.8. 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 Handing over:

The successful bidder shall handover the hired space in a ready to move in acceptable condition within 45 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.

SECTION-V
PRE-QUALIFYING REQUIREMENT

- 5.1 Office space is required to be taken on rent within maximum of 10 km distance taking centre point as CSEB, Danganiya, Raipur a major Customer in Raipur. The distance between the centre and the building to be hired shall be measured from google map. The bidder shall submit screenshot of Google maps indicating distance between offered property and CSEB, Danganiya, Raipur.
- 5.2 The land use of the proposed property shall be suitable for carrying out the business functions of BHEL offices. The bidder shall submit an affidavit along with their bids that they have obtained the necessary clearances and rent permission from the concerned competent Govt. agency/authority for running the offices of BHEL for business purpose. Necessary clearances and rent permission should be available before bidding.
- 5.3 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.
- 5.4 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.
- 5.5 The bidder shall submit copy of PAN card. & GSTIN if applicable.
- 5.6 The bidder shall submit a self-certificate 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.
- 5.7 BHEL intends to hire minimum 700 Sqft approx. Plinth area on single floor in single premises. The bidder shall submit floor plan indicating total Plinth area offered.
- 5.8 Bidder shall offer office space as per scope of work.
- 5.9 **Parking:** Reserved car parking space for 2 cars at least and 4 nos. parking space for two wheelers should be available.
- 5.10 Any statutory / legal requirement (such as rent permission, NOC etc.), if required from local bodies for providing office space to BHEL on hire basis should be available with bidder. The bidder shall provide an undertaking in this regard along with the techno-commercial bid.
- 5.11 The clearance for Lifts, Fire and Electrical Installation (if applicable) from the local bodies / Govt. agencies shall be furnished by the bidder.

SECTION-VI
DOCUMENTS REQUIRED APART FROM PRE-QUALIFYING REQUIREMENT DOCUMENTS

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 “No Deviation/Acceptance Certificate” i.e. Annexure-A.
- 6.2 “Declaration Certificate” i.e. Annexure-B.
- 6.3 Duly filled “Bidder’s General Information” placed in Annexure-C.
- 6.4 Duly signed Unpriced bid format (Annexure H), by mentioning ‘Q’ in the column where quote is to be offered by the party.
- 6.5 Duly filled “Check-List” i.e. Annexure - G.
- 6.6 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- 6.7 Undertaking in line with Clause 2.1 (Section -II, Special Terms and Conditions of tender).
- 6.8 Document regarding ambience of property as mentioned in Clause no 2.10

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.

.

These two separate cover/envelopes 1 and 2 shall together be enclosed in THIRD ENVELOPE and this sealed cover shall be superscripted with tender number and due date.

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.

- 7.2 Envelope 1 containing Part-I “Techno-commercial Bid” will be opened first 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/RPR/OFFICE/ADMIN/23 DATED 18.08.20*. 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

Dear Sir/Ma'am,

SUBJECT:Hiring of Office Space in Raipur(Tender No. RE/RPR/OFFICE/ADMIN/NIT DATED 07.11.23)

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 accept the scope of work as per section II.*
6. *We have statutory / legal requirement (such as rent permission, NOC etc.) from local bodies for providing office space to BHEL on hire basis.*
7. *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

Sl. No.	Description	Details
1	Name of bidder/company/Firm/Agency	
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.	
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	PAN/GST certificate	

Signature
With name, Designation & seal of the firm

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

Description	Rent per month for 1st year (Lump Sum) inclusive of all taxes/ duties/levies (but excluding GST)
1	(in Rs) 2
Rental Charges for Hired Office Space	

Vendor has to mention ‘Q’ in the column no 02. 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

The column should be filled as mentioned above:

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 2 x 1.05 x 12) + (Amount mentioned in Column 2 x 1.05 x 1.05 x 12) + (Amount mentioned in Column 2 x 1.05 x 1.05 x 1.05 x 12) + (Amount mentioned in Column 2 x 1.05 x 1.05 x 1.05 x 1.05 x 12)

GST as applicable shall be payable extra.

Note:

1. Total area requirement is atleast 700 Sq.ft. (Plinth Area) in a single premises on single floor.
2. The amount shall remain fixed as quoted for the entire duration of the contract and no price variation will be accepted

Signature
With name, Designation & seal of the firm

Price Bid

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

Description	Rent per month for 1 st year (Lump Sum) inclusive of all taxes/ duties/levies (but excluding GST)
1	(in Rs) 2
Rental Charges for Hired Office Space	

The column should be filled as mentioned above:

Evaluation will be done on basis of Total Rent for 60 months considering 5% annual increament 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)

GST as applicable shall be payable extra.

Note:

- 1.Total area requirement is atleast 700 Sq.ft.(Plinth Area) in a single premises on single floor.
2. The amount shall remain fixed as quoted for the entire duration of the contract and no price variation will be accepted

Signature
With name, Designation & seal of the firm

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 Plinth 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 within 10 working days of next month 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 rates, 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 Raipur 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 03(three) 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 in next month within 10 working days.
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 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 will be borne by Lessee during the validity of lease period.

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)

ANNEXURE - G

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	No Deviation Certificate i.e. Annexure-A.	Yes	No	NA	
2	Declaration Certificate i.e. Annexure-B	Yes	No	NA	
3	Bidder's General Information i.e. Annexure-C.	Yes	No	NA	
5	Performa of Lease Agreement i.e. Annexure-D	Yes	No	NA	
6	Un-priced BID i.e. Annexure-E	Yes	No	NA	
7	PRICE BID i.e. Annexure-F	Yes	No	NA	
8	"Check-List" i.e. Annexure -G.	Yes	No	NA	
9	Signed & stamped complete tender document along with documents required in Section V and Section VI	Yes	No	NA	
10	All forms, formats, annexures including tender document duly signed by the Authorized Signatory.	Yes	No	NA	

Signature
With name, Designation & seal of the firm