



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/23
2	Tender ID (CPP Portal):	2020_BHEL_551917
3	Tender ID (BHEL Portal):	NIT_54233
4	Date of Issue of Tender:	14-08-2020
5	Type of Tender:	Open Tender
6	Type of Bid:	Two-part bid system
7	Tender Title:	“ <i>Hiring of Office Space in tricity for 5 years</i> ”
8	Last date/ time for receipt of tender:	28-08-2020 by 02:00 PM
9	Date/ time of opening of bid:	28-08-2020 at 02:30 PM
10	Place of submission of Tender/Bid	Tenders can be submitted to any of the 2 officers mentioned below:- 1) Sh. Gaurav Chopra, Deputy Manager, BHEL, 1 <sup>st</sup> Floor, SCO 129-130, Sector 17-C, Chandigarh-160017 2) Sh. Anil Kishor, Deputy Manager, BHEL, 1 <sup>st</sup> Floor, SCO 129-130, Sector 17C, Chandigarh-160017
11	Tender will be opened at:	BHEL, Conference room, 1 <sup>st</sup> Floor, SCO 129-130, Sector 17-C, Chandigarh-160017
12	EMD (₹):	₹10,000/- Only. In favor of BHEL, Payable at Chandigarh.
13	Minimum Validity of tender offer:	180 days from the due date of submission of offer.
14	Scope of Work:	<i>Hiring of Office Space in tricity for 5 years</i>
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.

*Ghosh 14.08.20*  
Gaurav Chopra  
Email - gauravchopra@Bhel.in  
Phone number - 01722704198  
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. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. 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.

- 1.1.8. 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. 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.

#### **1.3. COST OF BIDDING:**

- 1.3.1 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, 1st Floor , SCO 129-130 sector 17C, Chandigarh-160017 on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. 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.



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**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 ignored and EMD amount will be forfeited as per clause No 1.10.1.

**1.7. POWER OF ATTORNEY:**

- 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;

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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.

**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 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 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.

1.8.6. 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.

**1.9. 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. 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.

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**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 ₹ 10,000/- 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) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer), payable at Chandigarh;
- c) Electronic Fund Transfer credited in BHEL account (before tender opening);

<b>BANK NAME:</b>	<b>CANARA BANK</b>
<b>ADDRESS:</b>	<b>SCO 117-119, SECTOR 17C, CHANDIGARH</b>
<b>IFSC:</b>	<b>CNRB0000385</b>
<b>ACCOUNT NO.:</b>	<b>0385201000273</b>
<b>BANK ACCOUNT NAME:</b>	<b>BHARAT HEAVY ELECTRICALS LTD.</b>

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.

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.

**1.11. 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 bid will rest with BHEL, not binding itself to accept the lowest 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.

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- 1.11.3. 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.
- 1.11.4. 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.
- 1.11.5. 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 the Earnest Money/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 Earnest Money.

1.12. 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](http://www.bhel.com).

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

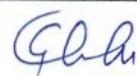
**COMMITMENT BY BHEL:** BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

**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".

1.13. 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.

**1.14. 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.*

1.14.1. MSE suppliers / bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar 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) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. 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.

1.14.2. MSEs shall be exempted from payment of earnest money deposit at the time of bid submission.

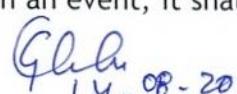
1.14.3. The purchase preference to MSE is not applicable for works contracts.

1.14.4. 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.

1.14.5. However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

1.14.6. 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.

1.15. **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

  
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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](http://www.bhel.com). To know the implications of suspension, the bidder may see aforesaid guidelines.

- 1.15.1. 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.
- 1.15.2. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.15.3. 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.*

- 1.16. 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.
- 1.17. 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.
- 1.18. 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.
- 1.19. 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.
- 1.20. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.21. **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.
- 1.22. **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.

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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;

1.22.1. 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.

1.22.2. 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.

1.23. **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.

**SETTLEMENT OF DISPUTES:**

1.24. **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.

1.25. **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 thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be DELHI.

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.

1.26. **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.

  
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**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.

1.27.2. 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.

1.28. **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.

- 1.29. **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 be 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, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 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.
- 1.36. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.37. **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.

1.38. **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.

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SECTION-III

**SPECIAL TERMS & CONDITIONS OF TENDER**

**2.0 SPECIAL INSTRUCTION TO BIDDERS:**

- 2.1 Any statutory / legal requirement (such as rent permission, NOC etc.), if required from local bodies for providing office space to BHEL on hire basis shall be arranged by the Bidder within 15 days of award of LOI (if not obtained already). The bidder shall provide an undertaking on a non-judicial stamp paper of ₹ 100/- in this regard along with the techno-commercial bid.
- 2.2 All day-to-day liaisons with local authorities pertaining to this office shall also be maintained by the bidder.
- 2.3 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.
- 2.4 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.
- 2.5 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 ± 10% (i.e. in a range of carpet area of 2700 Sqft to 3300 Sqft.) on single floor in same premises.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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 6 months' prior notice.

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2.10 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.

2.11 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.

2.12 Insurance of all the properties, equipment, furnishings owned by the bidder and let out to BHEL shall be arranged by the bidder.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 No security deposit is payable by BHEL to the successful bidder.

2.18 No brokerage, agency charges, services charges etc. shall be paid by BHEL.

  
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## SECTION-II

# 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 6 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 3000 Sq ft Carpet Area in a single premises on single floor with an acceptable variation of  $\pm 10\%$  (i.e. in a range of carpet area of 2700 Sqft to 3300 Sqft.) for approx. 35 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. **Parking:** Car parking space for 20 cars and 10 no parking space for Two wheelers should be available nearby office premises.
- 3.3. **Interior & furnishing :-**
  - 3.3.1. Vitrified tile flooring on complete floor/office should already be done.
  - 3.3.2. The entire office shall mainly have tiled / gypsum false ceiling.
  - 3.3.3. The walls shall be finished with POP/wall paneling.
  - 3.3.4. Plumbing/sewerage system shall be fully operational.
  - 3.3.5. Telephone/internet connectivity by BSNL/Airtel/Other service providers should be available in building.
  - 3.3.6. Providing 3 no. full height cabins with doors (glass) for senior positions as per requirement of BHEL.
  - 3.3.7. Providing 1 no. shoulder height cabin without door for senior position as per requirement of BHEL.
  - 3.3.8. Providing full height two toilets-one each for gents and ladies including doors. The gents' toilet shall have a provision of minimum one flush toilets with separate entry/partition/door, one wash basins, two soap dispensers, two 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.
  - 3.3.9. Providing full height cabin for 12 seater conference room with door (glass).
  - 3.3.10. Providing window Venetian Blinds / sun film on window / glass glazing as per requirement.
  - 3.3.11. Sufficient Storage area should be available inside office premises.

- 3.3.12. Providing full height cabin for pantry (along with door) with sink of reputed make & adequate space for all fittings & fixtures such as Hot-case/Microwave, tea/coffee maker, gas stove & cylinder, refrigerator, water cooler etc.
- 3.3.13. Providing adequate space in premises for keeping Inverter & battery, Switch/router, 6 copier/scanner machines.
- 3.3.14. Providing adequate space for 31 workstation each of size 25 Sq ft (Approx.) (5 ft x5 ft)
- 3.3.15. Providing adequate space for reception area /visitor lounge.
- 3.3.16. Providing Water connection sufficient for running office services.
- 3.3.17. 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.
- 3.3.18. 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.
- 3.3.19. All other civil work not specifically mentioned here but required to make the system complete.

#### 3.4. Electrical :

- 3.4.1. Providing concealed wiring for power supply. At least 2 power supply points with decorative receptacle (5 + 15 amp) at all 35 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.
- 3.4.2. 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.
- 3.4.3. Providing and installing 30 no wall mounted fans in cabins, rooms and other air-conditioned areas as per requirement.
- 3.4.4. Providing 1+1 LAN cabling and connection using Cat-6 Cable up to the conference room, cabins (4 no) and workstations (31 no).
- 3.4.5. Providing at least 3 pair cabling for the purpose of P&T (Landline telephone) and Intercom in all cabins (4 no) & workstations (31 no ).
- 3.4.6. 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.
- 3.4.7. Providing proper earthing & lightning protection for the total building.
- 3.4.8. Adequate space for Inverter & battery should be available in premises. Inverter wiring as per requirement of BHEL will be in bidder's scope.

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

3.5. **Furniture:** BHEL intends to reuse its existing modular furniture and Equipment's/appliances available in existing office. However 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

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**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. The charges for electricity/Water consumption 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.
- 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. 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.

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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.

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4.5 Penalty for Delay:

The successful bidder shall handover the hired space in a ready to move in acceptable condition within 15 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.

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**SECTION-V**  
**PRE-QUALIFYING REQUIREMENT**

- 5.1 Office space is required to be taken on rent within maximum of 10 Km (Aerial distance) radius taking centre point as Sector 17 plaza, Chandigarh in commercial areas of tricity. The aerial 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 aerial distance between offered property and Sector 17 plaza, 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. The bidder shall submit an affidavit along with their bids(On Non-Judicial stamp paper of Rs 100/- duly attested by notary public) that they have/will obtain the necessary clearances and rent permission from the concerned competent Govt. agency/authority for running the offices of BHEL for business purpose.
- 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 The bidder must submit EMD amount of ₹10,000/- (Ten Thousand). Mode of payment shall be as per relevant clause of NIT.
- 5.9 BHEL intends to hire 3000 Sq ft approx. carpet area with an acceptable variation of ± 10% (i.e. in a range of carpet area of 2700 Sq ft to 3300 Sq ft.) on single floor in single premises. The bidder shall submit floor plan indicating total carpet area offered.
- 5.10 Bidder shall offer office space atleast in semi-finished condition with external doors & windows with glasses already fitted and vitrified tile flooring already done on complete floor/office.

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

The Bidders must submit / furnished 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. 1.14.1, along with the offer (or Annexure-D as the case may be).
- 6.6 'Letter of Authority' on the Letter Head, as per Annexure-F.
- 6.7 "E-Banking Mandate Form" on the Letter Head, as per Annexure-G.
- 6.8 Duly signed Unpriced bid format (**Annexure H**), by mentioning 'Q' in the column where quote is to be offered by the party.
- 6.9 Duly filled "Check-List" i.e. Annexure - K.
- 6.10 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.
- 6.11 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- 6.12 Undertaking in line with Clause 2.1 (Section -II, Special Terms and Conditions of tender).
- 6.13 Document regarding ambience of property as mentioned in Clause no 2.16

**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.**



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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 Banker’s Cheque/Pay order/Demand Draft or attested copies of either Udyog Aadhaar or EM-II Certificate or valid NSIC Certificate or online payment receipt or cash deposit 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/Udyog Aadhaar certificate/online payment receipt will be checked immediately and their techno commercial bid shall be opened only , if the NSIC certificate/ Udyog Aadhaar certificate /online payment 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.

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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/23 DATED 14.08.20. 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

  
14, 08.20

**DECLARATION CERTIFICATE**

(to be typed on bidder's letter head)

Dear Sir/Ma'am,

**SUBJECT:** Hiring of Office Space in Tricity (Tender No. RE/CHD/OFFICE/ADMIN/23 DATED 14.08.20)

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

*Ghehu*  
14.08.20

BIDDER'S GENERAL INFORMATION

Sl. No.	Description	Details	Photograph of bidder / authorised signatory holding power of attorney
1	Name of tendering 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.		
6	Permanent Account Number (PAN)		
7	GST Registration No. (GSTIN)		
8	Udyog Aadhaar Memorandum (UAM No.)		
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		

  
14.08.20

Signature  
With name, Designation & seal of the firm

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 year ..... as 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 for .....Micro / 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

*Ghosh*

14.08.20

ANNEXURE - F

**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: \_\_\_\_\_

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: ..... @ .....

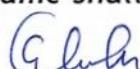
We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

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.**

  
14.08.20

**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

  
14.08.20

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

Description	Rent per month for 1 <sup>st</sup> year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 2 <sup>nd</sup> year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 3 <sup>rd</sup> year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 4 <sup>th</sup> year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 5 <sup>th</sup> 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.)
1	2	3	4	5	6	7
Rental Charges for Hired Office Space						Amount to be calculated by BHEL in line with below mentioned note.

Vendor has to mention 'Q' in the column no 02,03,04,05 & 06 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.

Total Rent for 60 months (Column 7) : The total rental value (excluding GST) shall be calculated as per below mentioned formula :-

Column 7 = (Amount mentioned in Column 2 x 12) + (Amount mentioned in Column 3 x 12) + (Amount mentioned in Column 4 x 12) + (Amount mentioned in Column 5 x 12) + (Amount mentioned in Column 6 x 12) .GST as applicable shall be payable extra.

Note:

1. Total area requirement is 3000 Sq.ft. (Carpet Area) with an acceptable variation of ± 10% (i.e. in a range of carpet area of 2700 Sqft to 3300 Sqft.) in a single premises on single floor.

*Ghehra*  
14.08.20

Signature  
With name, Designation & seal of the firm

Price Bid(TO BE SUBMITTED IN SEPARATELY SEALED ENVELOP SUPERSCRIBING AS "PRICE BID")

Description	Rent per month for 1 <sup>st</sup> year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 2 <sup>nd</sup> year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 3 <sup>rd</sup> year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 4 <sup>th</sup> year (Lump Sum) inclusive of all taxes/duties/levies (but excluding GST) (in Rs)	Rent per month for 5 <sup>th</sup> 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.)
1	2	3	4	5	6	7
Rental Charges for Hired Office Space						Amount to be calculated by BHEL in line with below mentioned note.

All columns should be filled in line with footnotes as below:

Total Rent for 60 months (Column 7): The total rental value/amount (excluding GST) shall be calculated as per below mentioned formula:-

Column 7 = (Amount mentioned in Column 2 x 12) + (Amount mentioned in Column 3 x 12) + (Amount mentioned in Column 4 x 12) + (Amount mentioned in Column 5 x 12) + (Amount mentioned in Column 6 x 12)

GST as applicable shall be payable extra.

Note:

1. Total area requirement is 3000 Sq.ft.(Carpet Area) with an acceptable variation of ± 10% (i.e. in a range of carpet area of 2700 Sqft to 3300 Sqft.) in a single premises on single floor.

Signature  
With name, Designation & seal of the firm

*Ghosh*  
14.08.20

**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.

*Gloshen*  
14.08.20

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 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 / 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.

*Ghosh*  
14.08.20

**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 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.

*Ghosh*  
14.08.20

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)

  
14.08.20

**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 favour of the authorized signatory of the Bid, in case an authorized representative has signed the tender.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
2	Cash deposit as permissible under the extant Income Tax Act (before tender opening);	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
	Banker's cheque / Pay order/ Demand draft, in favour of BHEL (along with offer), payable at Chandigarh	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
	Online payment receipt in case Electronic Fund Transfer credited in BHEL account.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
	Attested copies of either Udyog Aadhaar 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).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
	Certificate of recognition as Startup from Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
3	Copy of the PAN card.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
4	Copy of GST registration certificate (GSTIN)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
5	No Deviation Certificate i.e. Annexure-A.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
6	Declaration Certificate i.e. Annexure-B on the Letter Head.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
7	Bidder's General Information i.e. Annexure-C.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
8	'Letter of Authority' on the Letter Head, as per Annexure-F.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
9	"E-Banking Mandate Form" on the Letter Head, as per Annexure-G.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
10	Performa of Lease Agreement i.e. Annexure-J	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
11	Un-priced BID i.e. Annexure-H	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
11	PRICE BID i.e. Annexure-I	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
12	"Check-List" i.e. Annexure -K.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
13	Signed & stamped complete tender document along with documents required in Section V and Section VI	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
14	All forms, formats, annexures including tender document duly signed by the Authorized Signatory.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	

*Ghosh*  
14.08.20

EMD DETAILS

Name of Bank & Branch	DD / PO No.	Date	Amount (₹)
Or			

Online payment receipt No.:

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

Signature

With name, Designation & seal of the firm

  
14.08.20