



Bharat Heavy Electricals Ltd.

(A GOVT. OF INDIA UNDERTAKING)

Corporate Office

BHEL House, Siri Fort, New Delhi – 110049

Ref: AA:GAX:17:HO:101

Dated: 14.09.2017

Sub: - Tender Enquiry inviting offers for 'Hiring of Office Space for BHEL offices' for a period of Three years in Noida.

Bid Opening Date / Time 16.09.2017 at 14.30 Hours

Dear Sir,

Sealed tender (in single part bid) are invited on behalf of Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) for hiring of office space as detailed below:

Sl. No.	Description of Services	Earnest Money Deposit	Bid submission / Opening Date / time	Contract Period
1	Hiring of fully furnished office space on Lease Rent complete with centralized AC & full Power back up in Noida measuring approx. carpet area 62724 Sqft. of carpet area to accommodate around 560 employees of BHEL offices including other requirements detailed in <u>Annexure-III (a)</u>	NIL	Submission upto 14.00 Hrs of 16.09.2017 . Opening at 14.30 Hrs of 16.09.2017	Three Years

NOTE:

1. Tender shall be received up to 14.00 Hrs. on **16.09.2017** and bid will be opened at 14.30 Hrs. on **16.09.2017**. BHEL takes no responsibility for delay, loss or non-receipt of tender documents sent by post.
2. BHEL reserves the right to accept / reject the tender without assigning any reasons whatsoever.
3. Tender shall be addressed to the address given below :-

V. K. Singh,
AGM (HR-GAX & ISMG), Corporate Office,
Bharat Heavy Electricals Ltd.,
BHEL House, Siri Fort, New Delhi - 110049
Ph: 66337403, 9818673036, email: vk Singh@bhel.in

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4. No brokerage shall be paid by BHEL.

The tender documents shall comprise of the following enclosed documents: -

- i. Instructions for filling and submitting the bid - **Annexure-I**
 - ii. Project Report – **Annexure-II**
 - iii. Scope of Services and Bill of Quantity - **Annexure-III**
 - iii (a) Details of Office Space Requirements - **Annexure-III (a)**
 - iv. Special Terms & Conditions - **Annexure-IV**
 - v. Payment Terms - **Annexure-V**
 - vi. Deviation Statement - **Annexure-VI**
 - vii. Price Bid- **Annexure-VII**
 - viii. Proforma of Letter of Undertaking - **Annexure-VIII**
 - ix. Proforma of Lease Agreement. (Draft) - **Annexure-IX**
5. The rates shall be quoted inclusive of all taxes / duties (but excluding GST). No variation in rates / escalation shall be allowed on any account whatsoever unless specified in tender / contract document. You are requested to submit your most competitive rates in the enclosed Proforma of Price Bid and submit the same in a sealed envelope along with all tender documents duly signed and stamped on each page. BHEL, however, reserves the right to opt negotiation with the lowest bidder.
6. In case, you need any clarification on Bid documents, same may please be clarified from the officer whose details available on sl. no. 3.
7. The decision of BHEL shall be final and binding to the bidder in relation to the interpretation and clarifications related to the terms and conditions of NIT.
8. In case of change in date/ time of submission/opening of bid, the same shall be informed accordingly and shall be hosted on website i.e. www.bhel.com

We look forward for your participation.

(V. K. Singh)
AGM (HR-GAX & ISMG)



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INSTRUCTIONS FOR FILLING IN AND SUBMITTING THE BID

1. The Bid shall be submitted in one sealed envelope as under:
 - 1.1. **Envelope** should contain the **Covering Letter, Letter of Undertaking Signed and stamped tender document, Price Bid, Tentative lay out plan by incorporating requirements of BHEL in the proposed space offered for rent and Deviation Statement etc.,**
2. The name of the services, NIT number, the due date should be clearly indicated on the envelopes.
3. All the bid papers should be returned to us duly signed and stamped on each page by the authorized signatory of the Bidder.
4. The rates should be quoted both in words and in figures, in the "Price Bid" **Annexure – VII** enclosed. In the event of any mismatch between the two, the rates in words shall prevail. If, there will be a discrepancy between words and figures, the higher figure will be considered for evaluation and lower for ordering. If the bidder does not accept the correction of errors, his bid will be disqualified.
5. The letter of Undertaking should be executed on a non-judicial stamp paper of ₹10.00. Stamp paper for submitting undertaking should not be older than six months from the date of execution.
6. The offer shall be valid for a period of 60 days from the date of opening of the bid.
7. All the deviations to the terms and conditions to the NIT and the cost for withdrawing them shall be clearly brought out in the enclosed deviation statement.



PROJECT REPORT

Bharat Heavy Electricals Ltd. (BHEL) is India's largest Engineering and Manufacturing Enterprise catering to core sectors of the economy viz., Power Generation and Transmission, Industry, Transportation, Oil and Gas, Renewable, Energy, Defence etc. It has also established references in over 70 countries across the globe.

BHEL is having its registered Corporate at BHEL House, Siri Fort, New Delhi-110049 along with some of other office functions at different places in Delhi & NCR and a wide network of 15 Manufacturing Divisions, 4 Power Sector Regional Centres, 8 Service Centres, 15 Regional Offices and a large number of project sites spread all over India and abroad enables the Company to promptly serve its customers and provide them with suitable products, systems and services efficiently.

BHEL has already attained ISO 9001 certification and all the Units/Divisions of BHEL have been upgraded to the latest ISO-9001:2000 version quality standard. All the major Units/Divisions of BHEL have been awarded ISO-14001 certification for environmental management systems and OHSAS-18001 certification for occupational health and safety management systems. BHEL has a skilled and committed workforce of nearly 50,000 employees including around 10,000 highly qualified engineers.

Introduction

BHEL is set for expansion in business by way of augmentation of its manufacturing capacity from 15000 MW p.a. to 20000 MW p.a. Hence in line with the changing market requirements manpower is being ramped up in a commensurate and timely manner.

In view of the above, the current office space at BHEL House, Siri Fort, Integrated Office Complex, Lodhi Road and Power Sector Office at Noida has become cramped and as a result the space is no longer conducive for normal work environment. Also the BHEL House at Siri Fort is under going renovation. It is with this purpose in mind BHEL intends to move out the following departments / divisions to the proposed building on rental basis:

- A. Transmission Business Group (TBG)
- B. Power Sector Office Functions (PS-HQ)
- C. Power Sector (PS-NR)
- D. Corporate Office Functions
 - a. CPG
 - b. HSE
 - c. Internal Audit & Govt. Audit

The brief description of the departments/divisions being moved out along with their capabilities, strengths and infrastructure are enumerated below:



A. Transmission Business Group (TBG)

BHEL is today the leader in the field of power transmission in India with wide range of transmission systems & products conforming to international quality standards. BHEL-Transmission Business Group (TBG) has been undertaking turnkey projects from concept, engineering, designing, to commissioning as EPC Contractor for EHV Substations, High Voltage DC Converter Stations, Reactive Power Compensation Schemes and Power System Studies. TBG is also playing a major role in supplying major HVDC transmission products like Converter Transformers, Soothing Reactors, Thyristor Valves etc. The TBG office also manages & monitors 45 sites for construction of Switchyard & installation of Transformers, Switchgears and Insulators etc. in Indian and at 4 export sites.

To handle the business of TBG group, the division is structured under the following departments:

- 1) Material, Quality & Commercial Management
- 2) Engineering, Design, Construction & Marketing Management
- 3) Finance Department.

B. Power Sector Office Functions (PS-HQ)

Power Sector Headquarters (PS-HQ) is currently located at BHEL House, Siri Fort, New Delhi. Power Sector business is spread across the entire nation and abroad. Power Sector Headquarters coordinates and manages following areas for the various divisions of Power Sector, viz. Power Sector Marketing (PS-Mktg), Project Engineering Management (PEM), Northern Region (NR), Eastern Region (ER), Western Region (WR) & Southern Region (SR), Spares & Services Business Group (SSBG), Power Sector - Technical Services (PS-TS), Project Management Group (PMG) and Human Resource Development Deptt. (HRDD).

The major activities of the department are as under:

- Monitoring of Capital Investment proposals, Enabling works, T&P etc. for project sites,
- MIRs for reporting to customers, management & Government.

C. Power Sector (PS-NR)

Power Sector - Northern Region (PS-NR) who are currently located in BHEL complex at Plot no. 25, Sec-16-A, Noida. The major activities of the department are same as that of PS-HQ as indicated at B above. The main function of PSNR is to Plan and monitor commissioning activities. Preparation and issue of Commissioning Procedures and project specific Erection Manuals. Plan and conduct PG Tests.

D. Corporate Office Functions

Some of the Corporate Office Functions that have been identified for moving out to the proposed building are:

A. CPG

Corporate Productivity Group is currently located in BHEL House. This department manages the product manufacturing process analysis, cycle time in manufacturing of products, providing guidelines for finished products and their manufacturing process.

B. HSE

The HSE department is also a very important function of BHEL and is currently located in BHEL House. The main aim of this department is to reduce the organization's risk of litigation. This is achieved by making sure the company complies with relevant regulations and by helping reduce the number of accidents occurring in the workplace. To facilitate the process for clients, Bureau

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Veritas constantly monitors changes to the Law and carries out detailed assessments to check compliance. The best examples of good practice are noted, and used as benchmarks for other sites that need improvement in this domain.

C. Internal Audit & Govt. Audit

Internal audit is a statutory function of the company. This department centrally manages the internal audit across the organization. The audit teams carry out detailed audits of each Unit, Region & Divisions and submit their reports complete with areas of high concern / high priority, areas of improvement, and suggestions. On receipt of clarifications from the concerned departments Internal Audit settles the audit paras and submits their final reports to the management.



REF

3. SCOPE OF SERVICES and BILL OF QUANTITY

3.0 Scope of Services

This proposed office space shall be used as rental office space for BHEL Offices for a period of **Three years (i.e. 36 Months)** on registered lease agreement. However, the same could be fore-closed after 20 months by giving 3 months prior notice. In addition to this, a part foreclosure option may be exercised by BHEL after locking period of 20 months by surrendering a particular floor, in case equivalent office space is made available in BHEL own/other rented building.

The scope of services is thus to provide fully furnished (ready to move in) office space approximately 62724 Sqft. carpet area spread over a maximum of **Three consecutive floors** within a single premises to accommodate approx. 560 employees as per details mentioned in **Annexure-III (a)** on rent and providing basic amenities and shall necessarily include but not be limited to the following along with centralized air conditioning and full power backup **in Noida**.

3.1 General

- A) Providing a fully furnished office space in Noida with carpet area approx 62724 Sqft. on maximum of **Three consecutive floors** to accommodate around 560 employees in a single / multiple tenanted building as per details mentioned in **Annexure-III (a)** for the purpose of Shifting of BHEL offices. As per the final requirement of office space, BHEL may increase or decrease the hired carpet area up to 10% by the time of signing the Lease agreement.
- B) All Building services such as Air Conditioning, Lifts, 100% Power Backup, Plumbing, sewerage system, telephone connectivity by BSNL / other service providers shall be fully operational at the time of submission of the offer by the bidder.
- C) Providing minimum **150 reserved parking space** for cars as per specified norms of parking along with suitable parking area for two wheelers within the premises of the property.
- D) Providing full height cabins, shoulder height cabins, equipment rooms, conference rooms, work stations, etc., to accommodate 560 employees and other facilities as per details mentioned in **Annexure-III (a)** as per the requirement detailed in this specification.
- E) Providing one toilet each for gents and ladies on each floor of the building. The gents toilet on each floor shall have a provision of minimum three flush toilets, three wash basins, three soap dispensers, three urinal pots, one hand dryer and one exhaust fan. The ladies toilet on each floor shall have a provision of minimum two flush toilets, two wash basins, two soap dispensers, one hand dryer and one exhaust fan. All sanitary wares shall have good look and shall be of reputed makes. One additional Handicapped Toilet in the rented office space shall also be provided.
- F) Provision of sufficient no. of water coolers for drinking water for approximately 600 persons. These water coolers shall have connection from RO water.
- G) Providing 100% Central Heating, Ventilation & Air Conditioning system and power back-up.
- H) Providing sufficient number of lifts in the offered building as per norms and one additional Service lift of reputed manufacturer, if office space is located above ground floor.



- I) Providing fire fighting arrangement for the building as per legal requirement.
- J) Providing service water system along with sufficient water for Toilets, wash basins, house keeping, other cleaning purposes etc.
- K) Providing window Venetian Blinds / sun film on window / glass glazing as per requirement.
- L) Providing pantry with provision for all fittings & fixtures such as Hot-case, tea / coffee etc. Cooking arrangements i.e. gas connection along with gas stove may be provided in the pantry or in a designated area within building as per norms.
- M) Providing vitrified tile flooring or superior flooring in general areas upto GMs cabin and wooden floorings in the cabins of EDs.
- N) The entire office shall mainly have tiled / gypsum false ceiling.
- O) The walls shall be finished with POP / wall paneling.
- P) All other civil works not specifically mentioned here but required to make the system complete.

EXCLUSIONS

3.2 Housekeeping and security services of hired space.

3.3 Bill of Quantities (BOQ)

3.3.1 Furniture and Furnishings

Providing fresh modular furniture and fixtures of quality standards of reputed make and manufacture as detailed below. The modular furnishing should have provisions of one lockable table drawer besides keyboard tray, one number matching cupboard, one each for every modular top.

3.3.1.1 Providing-full height cabins including doors for following purpose:

Sl. No.	Item Description	Qty.	Approx. space (Sqft)*
1	ED's Cabin (of approx. 300 sqft. of each cabin) with attached toilet along with premium table, one executive premium Chair, Back rack, ERU, Centre / Coffee table, corner table, five seater Sofa Sets and 5 Visitor Chairs. All sanitary wares to be good quality.	05	1500
2	ED's Sectt. (of approx. 120 Sqft. of each cabin) with seating & desking for two executive or non-executives.	05	600
3	GM's Cabin (of approx. 180 Sqft. of each cabin) with main table, one executive premium Chair, Back rack, ERU, Centre / Coffee table, three seater Sofa and 4 Visitor Chairs.	17	3060

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4	AGM's Room (of approx. 180 Sqft. of each cabin) with main table, one executive premium Chair, Back rack, ERU, corner table, two seater Sofa Sets and 3 Visitor Chairs.	36	6480
5	Library with cupboards, display racks, sitting arrangement of 20 persons with table & chairs etc. as per requirements.	01	500
6	Central document with 1 number each of table, chair, small cupboard, compactor & steel almirahs etc. in sufficient quantity each of size approx. 1350 Sqft.	03	4050
7	Server / Switch Room with Server & Switch racks, false flooring and 24 hrs. dedicated Air-conditioning & Power back-up with all LAN wire terminating in the respective racks each of size approx. 400 Sqft.	02	800
8	Store (Stationary / General) with racks and storewells with table and chairs etc. each of size approx. 300 Sqft.	02	600
9	Reprography Facilities room -180 Sqft. each with 2 tables and one chair each of size approx. 180 Sqft.	02	360
10	Pantry with all infrastructure for pantry services	06	480
11	Conference Room (60 Seater) - 1600 Sqft. with sitting arrangement for 60 persons with tables and chairs along with Projector & Screen	01	1600
12	Meeting Rooms (10 Seater)- 270 Sqft. each with sitting arrangement for 10 persons with tables and chairs along with Projector & screen each of size approx. 270 Sqft.	04	1080
13	Meeting Rooms (6 Seater)- 120 Sqft. each with sitting arrangement for 6 persons with tables and chairs	04	480
14	Space for departmental storage on floors of 3 ft. x 1.5 ft.	434	1953
15	Space for IT support room each of size approx. 90 Sqft.	02	180
16	Space for Printers / fax / copiers on the floor with proper LAN , Telephone and power connectivity each of size approx. 36 Sqft.	10	360
17	Space for House keeping with storages and chairs.	01	180
18	Space for cashiers with cash counters, storage and chairs etc. each of size approx. 120 Sqft.	02	240
19	Space for Travel Desk with seating arrangements each of size approx. 100 Sqft.	02	200
20	Space for UPS Room with UPS & battery for support of around 560 PCs, serves & switches for the continuity of running of the system.	01	180
21	Space for security staff with desk and chair at the main entry of the hire floors one on each floor and one change over room of size approx. 64 Sqft.	01	64
22	Space for Doctors / Pharmacy etc. with proper seating arrangements each of size approx. 180 Sqft.	03	540
23	Space for dispatch section with seating arrangement and slots for shorting of daks and keeping in proper manner.	01	180

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24	Proper toilet as per requirements mentioned above under section 1.1 (E) (Toilets-Gents) each of size approx. 500 Sqft. sharing of toilet with other tenant on same floor will not accounted for rental area	05	2500
25	Proper toilet as per requirements mentioned above under section 1.1 (E) (Toilets-Ladies) each of size approx. 120 Sqft. sharing of toilet with other tenant on same floor will not accounted for rental area	05	600

3.3.1.2 Providing Shoulder height cabins (without doors) for following purpose:

SN	Item	Qty	Approx. space (Sqft)*
1	GM's PS (non-executive) with seating & desking (64 Sq. ft.) with visitor sitting space and furniture	17	1088
2	SDGM / DGM's Cubicle (of approx. 120 Sqft. of each cubicle) with main table, one executive Chair, Back rack, ERU and 2 Visitor Chairs.	41	4920

3.3.1.3 Providing work stations as per details below:

SN	Item	Qty	Approx. space (Sqft)*
1	Workstation (upto E-5) with table top with one chair each of size approx. 30 Sqft.	434	13020
2	Attendants with low ht. storage unit and one chair each of size approx. 12 Sqft.	46	552
3	Reception Desk with one chair & Visitor's Lounge	LS	1000

* Approx. space area in Sqft. indicated above are excluding the common area like corridors, passages, staircases, lifts, lobbies, service shafts etc. out side the rented space to BHEL in the building.

3.3.2 Electrical

- A) Providing concealed wiring for power supply. At least 3 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.
- B) Providing complete illumination system with approx. 250 LUX, modern energy efficient lighting using good quality 2'x2' ceiling light fitted with electronic copper ballast, starter with CFL tubes of Bajaj, Phillips or their equivalent make for the interior space and for exterior space with approx. 150 LUX using dust proof HPSV / Fluorescent lamp fixtures as per layout requirement.
- C) Providing wall mounted fans in cabins, rooms and other air-conditioned areas as per requirement.

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- D) Providing 1+1 LAN connection using Cat-6 Cable up to the respective rooms, cabin, cubicles, and workstations totaling to around 500 locations and area of other related facilities as per the justified requirement.
- E) Providing at least 3 pair cabling for the purpose of P&T and Intercom in the rooms, cabin, cubicles, and workstations totaling to around 560 locations and in the area of other related facilities as per the justified requirement. Cabling shall also be laid for installing access control system for entry & exit.
- F) Providing PA system with provision for playing Channel music.
- G) Providing Electrical power connection @0.5 KVA per 100 Sqft. of measurable internal floor area offered for rent, with provision of additional load in case required with independent meter for billing purpose. The 100% power backup is required for this load. This electrical load does not include the building services such as Lifts, Central Air conditioning, common lighting etc. out side the rental floor space.
- H) Providing proper earthing & lightning protection for the total building.
- I) All other electrical works not specifically mentioned here but required is to be provided to make the system complete.

3.4 Maintenance Services

- 3.4.1 The Scope includes providing following services for 12 hrs. basis (8AM to 8PM) from Monday to Saturday:

Providing infrastructure, operation and maintenance services for air-conditioning, Power back-up, Service water system, RO water system, Electrical supply system including equipments and fittings, Sanitary & Plumbing, all civil related services, all wooden and furnishing related problems, Fire fighting system, water cooler, etc,. All the materials / consumables / spares required for maintaining the above services shall be in the scope of the bidder.

- 3.4.2 The housekeeping and security services of the space hired area by BHEL shall be in the scope of BHEL.

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Annexure-III (a)

Estimation of Space for the hired Office							Employee strength of depts tentatively identified			
SN	Seating Details	Nos.	L (ft)	B (ft)	Area	Total (Sqft)	TBG	CO+PS Asiad	PS-NR	Total
1	ED's Cabin	5	20	15	300	1500	1	4		5
2	ED's Sectt. (2 Non-Exec)	5	12	10	120	600	2	8		10
3	GM's Office	17	15	12	180	3060	6	9	2	17
4	GM's PS (1 Non-Exec)	17	8	8	64	1088	6	9	2	17
5	AGM's Cabin	36	15	12	180	6480	12	21	3	36
6	SDGM / DGM's Cubicle	41	12	10	120	4920	13	25	3	41
7	Workstations (upto E-5)	434	6	5	30	13020	179	210	45	434
8	Attendants	46	4	3	12	552				
9	Reception cum Visitor's Lounge	1	40	25	1000	1000				
10	Library	1	25	20	500	500				
11	Central Document Storage	3	45	30	1350	4050				
12	Server/ Switch Room	2	20	20	400	800				
13	Store (Stationary/General)	2	20	15	300	600				
14	Reprography Facilities	2	15	12	180	360				
15	Pantry	6	10	8	80	480				
16	Conference Room (60 Seater)	1	80	20	1600	1600				
17	Meeting Rooms (10 Seater)	6	18	15	270	1620				
18	Meeting Rooms (6 Seater)	5	12	10	120	600				
19	Space for department storages	434	3	1.5	4.5	1953				
20	Space for IT support	2	15	12	180	360				
21	Space for Printers / fax / copiers	10	6	6	36	360				
22	Space for Housekeeping	1	15	12	180	180				
23	Space for cashiers	2	12	10	120	240				
24	Space for Travel Desk	2	10	10	100	200				
25	Space for UPS Room	1	15	12	180	180				
26	Space for security staff	1	8	8	64	64				
27	Space for Doctor / Pharmacy	3	15	12	180	540				
28	Space for dispatch section	1	15	12	180	180				
29	Add Area for facilities (toilets-G)	5	25	20	500	2500				
30	Add Area for facilities (toilets-L)	5	12	10	120	600				
	Sub-Total (A) (Carpet Area)					50187				
	Add Area for circulation @30% of (A)					15000				
	Grand Total (Carpet Area)					65187				
	Total Strength Assumed	560			say	65200	219	286	55	560

4. Special Terms & Conditions

- 4.1 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 7 days of award of LOI. The bidder shall provide an undertaking on a non judicial stamp paper of ₹100/- in this regard.
- 4.2 All day-to-day liaisons with local authorities pertaining to this office shall also be maintained by the bidder.
- 4.3 The successful bidder shall prepare the detailed sitting plan as per BOQ. The successful bidder shall get the sitting plan, make and quality of modular furnishings including table and chairs approved by BHEL.
- 4.4 **The rate for hired space should be quoted on the basis of "Per Sqft. Carpet area offered on rent to BHEL" 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 on quarterly basis before release of next bill. The rates shall also include complete 'Scope of Services and Bill of Quantity' indicated above at Annexure-III.
- 4.5 **The rates to be quoted shall be on the basis of "Per Sqft. Carpet area offered on rent to BHEL" and shall be inclusive of charges towards all the maintenance services.** The maintenance charges shall include all services as defined in Annexure-III.
- 4.6 After accommodating all requirements of BHEL as mentioned in the above NIT, the offered carpet area shall not be more than 62724.0 Sqft. However, BHEL can take area on rental of 62724.0 Sqft. \pm 10% based on its requirement (excluding basement).
- 4.7 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. SEB / UPPCL etc.) for the same. If Owner provides sub meter from its main source then BHEL will pay charges to him based on rates charged by UPPCL, Noida.
- 4.8 Owner shall provide suitable power back up in the form of UPS for the server room, switch room for round the clock operations of these services.
- 4.9 All major repairs such as leakage in Building and water pipes, cracks, other defects and electrical defects shall be taken up by the owner 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.
- 4.10 The owner shall arrange whitewash, distemper, paint, make good the ceiling, flooring, polish the premises before occupation by BHEL and thereafter, once in two years during rent period or extended rent period, at his own cost.

- 4.11 All the maintenance related minor complaints shall be attended on priority but not later than 24 hours, to the satisfaction of Engineer-in-charge. If the bidder fails to do so, ₹50/- per complaint shall be recovered from the monthly rental bill as compensation. In case the complaint is not attended within three working days, the job shall be done at the risk and cost of the bidder beside recovery of compensation of ₹50/- per minor complaint.
- 4.12 All the major complaints like non availability of Power Supply due to local fault, Power Backup, RO Plant, Service Water System, Central air-conditioning Unit, Lift etc. shall be attended on top priority basis without unreasonable loss of time. If Engineer-in-charge observes that there has been negligence on the part of the bidder, a compensation of ₹1,000/- (Rs. One Thousand Only) per working Hour shall be deducted from monthly rental bill.
- 4.13 The successful bidder shall go for Lease / Rent agreement with BHEL within 10 days of Letter of Intent (LOI) in the format attached with bid documents. **The Lease period shall be for a period of three years. The Lease period can also be fore-closed after 20 months by giving 3 months prior notice.**
- 4.14 Cost of Stamp Duty and registration charges of Lease Agreement shall be borne by the bidder and the 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.
- 4.15 Any clarification can be sought before submitting the bid. No revision in rates shall be allowed after the bid has been submitted.
- 4.16 The clearance for Lifts, Fire and Electrical Installation from the local bodies / Govt. agencies shall be furnished by the bidder before entering in to the lease agreement.
- 4.17 Insurance of all the properties, equipment, furnishings owned by the bidder and let out to BHEL shall be arranged by the bidder.
- 4.18 GST registration shall be provided by the successful bidder after award of work order and before releasing 1st rental payment by BHEL.
- 4.19 **The successful bidder shall handover the hired space in a ready to move in condition within 2 days of issuing of order.** Failure to provide the space would attract a penalty of ₹50,000/- per day of delayed period. The rent shall be paid by BHEL effective from the date of handing over the hired space in a ready to move in condition.
- 4.20 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. Proper calculation of covered area, carpet area and super area shall be indicated in the tentative floor plan incorporating requirements of BHEL.
- 4.21 **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.

5. PAYMENT TERMS

No Security Deposit or advance towards rent is payable by BHEL to the bidder.

5.1 The Lease Rent shall be paid by 10th working day of the respective month against satisfactory services and submission of bill.

5.2 **No brokerage, agency charges, service charges will be paid by BHEL.** Correspondence will be made directly with the registered owner(s) / any agency authorized by the registered owner(s) of the property only.

5.3 The bidder shall raise the monthly rental bill. 90% of the payment towards the same shall be released by 10th working day of receipt of bill complete in all respect. Balance 10% of the payment shall be released after certification by the Engineer-in-charge within next 7 days for rendering satisfactory services by the owner for the completed period. Taxes and duties shall be governed as per clause no. 6.0 and its sub-clauses.

5.4 The charges for electricity consumption for common area lighting and lift shall be separately reimbursed every month on sharing basis at actuals against documentary evidence.

5.5 Separate metering shall be provided by the bidder for the power back up so that monthly payment could be released by BHEL against the bill raised. Presently a rate of ₹13.94 per unit of electricity consumed through DG set would be payable based on the existing rate of standard Diesel from Indian Oil Corporation prevalent in Noida i.e. ₹55.60 per litre. The method of calculation for any variation / escalation would be based on prorated variation in the rate of standard Diesel from Indian Oil Corporation outlet prevalent in the city on the 15th of every month for the purpose of billing at the end of that month. The formula shall be as under:

$$R_R = 13.94 \text{ (current rate)} \times \frac{D_R}{D_0}$$

D_0 – Rate of Standard Diesel per Litre in Noida on the date of tender enquiry (i.e. ₹ per litre)

D_R – Rate of Standard Diesel per Litre in the City prevalent on 15th day of the month after Revision

R_R – Revised Per Unit rate for power back-up through DG Set (₹ per unit)

5.5 All statutory taxes & charges etc. for the premises are to be paid by the registered owner(s) of the property at his own cost.


5.6 BHEL shall not allow any escalation towards rent for the entire rentable period i.e. 36 months.



Lot 8

6.0 TAXES & DUTIES:

- 6.1 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. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi and must contain the address and GSTIN of respective above mentioned office.
- 6.2 Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, the contractor may submit bank guarantee of equivalent amount i.e. GST amount along with notional interest on GST credit for 02 months period (i.e. present rate of interest is 24% per annum i.e. 4% for 02 months) else GST amount plus 4% notional interest will be withheld from the GST.
- 6.3 In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's running bill/ security deposit and/or adjusted against GST amount not paid as indicated under (ii) above.
- 6.4 Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.
- 6.5 The contractor has to submit their GST registration certificate to BHEL Corporate Office, Siri Fort, New Delhi within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the contractor within 30 days from the placement of work order.
- 6.6 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- 6.7 Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.



DEVIATION STATEMENT

Bidder's Name and Address:

To
Bharat Heavy Electricals Limited
BHEL House, Siri Fort,
New Delhi - 110049

Dear Sirs,

The following are the deviations and variations from and exceptions to the specification and bidding documents for Hiring of office space for BHEL. These deviations and variations are exhaustive.

We confirm that except for these deviations and variations stated in this Attachment to our bid, the entire services shall be performed as per your specifications and conditions of contract documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

Section	Clause No.	Page No.	Statement of Deviations / Variations*

*** Deviations / Variations may or may not be accepted by BHEL.**

Date:

Place:

Signature.....
Name.....
Designation.....
Common Seal.....

Note: Continuations sheets of like size and format may be used as per Bidder's requirements and shall be annexed to this Attachment.

(Signature of the authorized representative of Bidder)

Row



Annexure - VII

PRICE BID

Hiring of Office Space for BHEL

Tender No.

Date:

1) Bidder's name & Address:

2) Carpet area offered for rent by the bidder: Sqft.

3) Rental charges as per format detailed below:

Sl. No.	Description	Unit (Per Month)	Rate (₹) inclusive of all taxes / duties (but excluding GST).	
			In Figures	In Words
1	Rental charges for the hired space including Maintenance Charges etc. as per clause 4.4 & 4.5 of Annexure-IV.	Rs. Per sq. ft Carpet area offered on lease rent to BHEL		Rupees _____ _____ _____ _____ Only

Date:

Place:

(Signature).....

(Name).....

(Designation).....

(Common Seal).....



PROFORMA OF LETTER OF UNDERTAKING

To be executed on Non-Judicial Stamp Paper of ₹ 10.00 (Stamp paper for submitting undertaking should not be older than six months from the date of execution of undertaking)

REF:

Bharat Heavy Electricals Limited
BHEL House, Siri Fort
New Delhi - 110049

DATE:

Dear Sirs.

1. I* /we* have read and examined the following bid documents relating to hiring of office space for BHEL consisting of the following enclosed documents:
 - x. Instructions for filling and submitting the bid - **Annexure-I**
 - xi. Project Report – **Annexure-II**
 - xii. Scope of Services and Bill of Quantity - **Annexure-III**
 - iii (a) Details of Office Space Requirements - **Annexure-III (a)**
 - xiii. Special Terms & Conditions - **Annexure-IV**
 - xiv. Payment Terms - **Annexure-V**
 - xv. Deviation Statement - **Annexure-VI**
 - xvi. Price Bid- **Annexure-VII**
 - xvii. Proforma of Letter of Undertaking - **Annexure-VIII**
 - xviii. Proforma of Lease Agreement. (Draft) - **Annexure-IX**
- 2.0 I*/we* hereby submit our Bid and undertake to keep our Bid valid for a period of sixty (60) days from the date of opening of Bid i.e. up to dt. I*/We* hereby further undertake that during the said period I*/We* shall not vary/alter or revoke my/our Bid during the validity period of the Bid and the earnest money will be forfeited on revocation of tender before expiry of validity of bid or refusal to enter into the contract after the award is made by BHEL to the bidder within validity period of offer or on failure to furnish permission / No objection certificate from the concerned authorities for enabling BHEL to open its Offices.
- 3.0 This undertaking is in consideration of BHEL agreeing to open my Bid consider and evaluate the same for the purposes of award of services in terms of Bid documents.
- 4.0 Should this Bid be accepted, I*/We* also agree to abide by and fulfill and comply with all the terms, conditions and provisions of the above mentioned Bidding documents.
- 5.0 We have read the relevant clauses of Terms of Payment as stipulated in the Bidding documents and confirm that the specified Terms of Payment are acceptable to us.



Signature along with Seal of Company

(Duly authorized to sign the Bid on behalf of the Bidder)

Name:

Designation:.....

Name of Co.:.....

Date and Postal address:

Witness :.....

Signature :

Date :

Name & Address :



Proforma of Lease Agreement (Draft)

THIS LEASE made on the _____ day of _____ Two thousand
Seventeen _____ 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
maintenance charges payable in advance within 7 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 of
NOIDA as the case may be in relation to the demised premises.
2. The Lessee shall comply with the provisions of U.P. 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 nor 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 determination 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 UP Govt. / NOIDA or any other 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 Gautam Budh Nagar, Noida (UP) 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

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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 including maintenance charges for the said premises at the rate of Rs. _____ per Sqft. (carpet area offered for rent to BHEL) effective from date _____. Rent shall be paid by Lessor based on floor area offered for rent to BHEL measured jointly by Lessee and Lessor at the time of possession.
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 firm for three years and for fourth year the same can be extended on mutual consent in the form of written agreement.
4. All kind of maintenance and repairs of office furniture/fixtures/fittings/office equipments including replacement, such as, bursting of pipes, leakages in electricity structural repairs, electrical consumables such as tube lights/bulbs/fans/chokes and its replacements etc., if any, shall be carried out by the Lessor solely at its own cost.
5. 90% 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 which shall be subjected to GST compliance from the Lessor without any deductions whatsoever except permissible under law. Balance 10% of the payment shall be released after certification by the Engineer-in-charge within next 7 days for rendering satisfactory services by the owner for the completed period.
6. The Lessee shall use the demised premises for locating its offices besides using the same for official purposes.
7. Lessor shall not claim any charges towards Reserved Car Parking of cars of the Lessee.
8. 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.
9. The Lessor shall provide furniture, equipment and services etc. as detailed in tender document award.



10. The Lessee shall keep interiors of the premises in good order and conditions and shall not remove any fittings attached to the said premises. 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.
11. 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.
12. The Lessee shall arrange canteen services as per their requirement.
13. Charges towards consumption of electricity will be borne by Lessee during the validity of lease period.
14. The Lessor shall allow the Lessee to install Split ACs / ACs at its own costs. Electrical charges for such split ACs / ACs would be borne by the Lessee on actual basis. The lessee agrees to unconditionally settle all electricity charges and expenses directly for consumption of electricity, either through UPPCL or through gensets, as provided by the builder. The lessee agrees to understand and adhere to the billing and other system directly from the builder. The lessor shall not be liable for disconnection or disruption in continuance of supply of electricity due to untimely or non payment of electricity / gensets consumption bill by the Lessee. The Lessee also undertakes to continue to release the payment pertaining to the electricity directly to the builder according to their prevalent system.

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)

RoS



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