



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
 Siri Fort, New Delhi-110049
 Tele No. 011- 66337401

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 Fully Furnished Office Space".

SCHEDULE TO TENDER

1	Tender Reference No.	AA: GAX:19: HO:203
2	Tender ID (CPP Portal):	2020_BHEL_530510
3	Tender ID (BHEL Portal):	NIT_52534
4	Integrity Pact Control No:	TPHR20210001
5	Date of Issue of Tender:	11-04-2020
6	Type of Tender:	Open Tender
7	Type of Bid:	Two-part bid system
8	Tender Title:	"Hiring of Fully Furnished Office Space"
9	Last date/ time for receipt of tender:	02-05-2020 by 02:00 PM
10	Date/ time of opening of bid:	02-05-2020 at 02:30 PM
11	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
12	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
13	EMD (₹):	₹ 5,00,000/- Only. In favor of BHEL, Payable at New Delhi.
14	Minimum Validity of tender offer:	180 days from the due date of submission of offer.
15	Scope of Work:	Hiring of Fully Furnished Office Space
16	Duration of Contract:	Two Years

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

All corrigenda, 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.

Meena Thakran
 (Meena Thakran)

Sr. Engineer (HR-GAX & ISMG)

e-mail: meenat@bhel.in,

Phone No.9625062397/011-66337401

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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 shall not be accepted and 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 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

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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 House, Siri Fort, New Delhi 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. Either the Price Bids of techno-commercially qualified bidders shall be opened or Reverse Auction shall be conducted as per discretion of BHEL.

1.4.4. Price Bids/Reverse Auction of techno-commercially unacceptable bidders shall not be opened/conducted.

1.4.5. All the techno-commercially acceptable bidders shall be informed of the date and time of the price-bid opening/reverse auction; telephonically or email by BHEL. The

price-bid/reverse auction shall be opened/conducted on the due date & time in the presence of representatives of techno-commercially acceptable bidders who would like to be present/online as the case may be.

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 importing 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.

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1.7. POWER OF ATTORNEY:

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

1.7.2. in case of Proprietorship, power of Attorney in favour of the authorized employee(s) of the Bidder;

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

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). Then tender committee shall visit as per clause no. 2.17 of this NIT and submit its recommendations.

1.8.3. Either the priced bids of techno-commercially qualified bidders (who qualify after committee visit also) will be opened or Reverse Auction will be conducted and accordingly the evaluation shall be done.

1.8.4. Evaluation of Part-II (Price-bid) Bid or outcome of Reverse Auction shall be done on lowest quote basis i.e. lowest total amount arrived 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 L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

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

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

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

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

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be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with Clause-1.10 in all respects.

1.10. EARNEST MONEY DEPOSIT (EMD):

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

i) Each tenderer, participating in the tender, has to deposit/furnish EMD of ₹ 5,00,000/- in the following forms (along with the offer) in full:

- Cash deposit as permissible under the extant Income Tax Act (before tender opening);
- Banker's cheque/ Pay order/ Demand draft, **in favour of BHEL** (along with offer), **payable at New Delhi**;
- EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- EMD amount **in excess of ₹ 2 Lakhs** may also be accepted in the form of Bank Guarantee where EMD amount is more than ₹ 2 Lakhs, then the first part of ₹ 2 Lakhs can be submitted in all manner mentioned at a), b) & c) and remaining amount over and above ₹ 2 Lakhs by way of Bank Guarantee. The Bank Guarantee in such case shall be valid for a period of at least six months. Proforma of bank guarantee in lieu of earnest money is enclosed at Annexure-E.
- Electronic Fund Transfer credited in BHEL account (before tender opening);

BANK NAME:	KOTAK MAHINDRA BANK
ADDRESS:	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1
IFSC:	KKBK0000172
CA NO.:	9011196535
BANK ACCOUNT NAME:	BHARAT HEAVY ELECTRICALS LTD.

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.

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.

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- 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.
- 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.

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

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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.

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- 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 the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.
- 1.15.1. 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

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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 written 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 penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

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

- 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

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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.

- 1.24. **SECRECY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES:

- 1.25. **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.

- 1.26. **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 .

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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.

- 1.27. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI or where the property offered is situated** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

1.28. **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- 1.28.1. 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

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

- 1.28.2. 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.
- 1.29. **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.

- 1.30. **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.
- 1.31. **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 **Two Years** with lock-in period of **01 (one) year**. Upon completion of lock-in period of 01 (one) year the contract/agreement can be foreclosed by giving **02 (Two) 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. Part foreclosure option can also be exercised by BHEL after lock-in period of 1 year by surrendering a particular floor (1 or more).
- 1.32. 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.

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- 1.33. 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 and clarification shall be taken, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.
- 1.34. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender.
- 1.35. 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.
- 1.36. 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.
- 1.37. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.38. Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given below:
- 1.39. Integrity Pact (IP)

- 1.39.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SL	IEM	Address	Phone & Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C-1204, C-Tower, Amrapali Platinum Complex, Sector-119, NOIDA, U.P.	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow, U. P.	vbsinghips@gmail.com

- 1.39.2 The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

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- 1.39.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

	Contact Detail 1	Contact Detail 2
Name	Meena Thakran	R.P Singh
Designation	Sr. Engineer	Manager
Department	ISMG & HR-GAX	ISMG & HR-GAX
Address	BHEL House, Siri Fort, New Delhi	BHEL House, Siri Fort, New Delhi
Landline	011-66337401	011-66337406
Phone	9625062397	9910409552
Email	meenat@bhel.in	rps@bhel.in
Fax	011-66337428	011-66337428

- 1.40. **Liaisoning with local and state authorities:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.41. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 1.42. **REVERSE AUCTION:** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope submitted by bidder. Reverse Auction will be decided by after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids in case BHEL decided to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Process Compliance Form" (to the designated service provider) as well as "Online sealed bid" in the Reverse Auction. Non-submission of "Process Compliance Form" as well as "Online sealed bid" by the agreed bidders will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/leasing Agency(s), as available on www.bhel.com.
- 1.43. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price-bid already submitted to BHEL alongwith the offer. The enveloped sealed price-bid of successful L-1 bidder in RA, if conducted shall also be opened after RA and the order shall be placed on lower of the two bids (RA closing price & enveloped sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

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- 1.44. If it is found that L-1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this account in any subsequent tender in the BHEL Unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/Leasing Agency(s), as available on www.bhel.com.

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SECTION-II

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 14 working 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 BOQ (Clause 3.3). The successful bidder shall get the sitting plan, make and quality of modular furnishings including table and chairs approved by BHEL.
- 2.4 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 at required periodicity before release of next bill. The rates shall also include complete 'Scope of Services' indicated above in Section-III.
- 2.5 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 Section-III (Scope of Services).
- 2.6 The total carpet area offered incorporating complete space requirement (in line with clause 3.3 i.e. BOQ) shall be limited to 40,900 Sqft with a variation limit of $\pm 5\%$. spread over a maximum of four consecutive floors in a single premises. If carpet area offered for the above mentioned requirement is more than 40,900 Sqft. then BHEL will make payment limited to 40,900 Sqft. of carpet area only. If carpet area offered is less than 40,900 sqft(within a limit of -5%), then BHEL will make payment as per actual area offered.
- 2.7 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. State Electricity Board / 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 relevant State Electricity Provider.
- 2.8 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.
- 2.9 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

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- shall get the same repaired and deduct the expenses of such repairs from the monthly rent of the premises.
- 2.10 The owner shall arrange whitewash, distemper, paint, make good the ceiling, flooring, polish the premises before occupation by BHEL at his own cost.
- 2.11 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 Two year from the date of handover of the premises for occupation. The Lease Agreement can also be fore-closed after 1 year by giving 2 months' prior notice (Lock-in period of 1 year).
- 2.12 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.
- 2.13 The clearance for Lifts, Fire and Electrical Installation from the local bodies / Govt. agencies shall be furnished by the bidder before entering into the lease agreement.
- 2.14 Insurance of all the properties, equipment, furnishings owned by the bidder and let out to BHEL shall be arranged by the bidder.
- 2.15 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.
- 2.16 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.
- 2.17 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 tender 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.
- 2.18 The information regarding ambience of the property 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.

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SECTION-III**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 **Two years** on registered lease agreement. However, the same could be fore-closed after 1 year by giving 2 months prior notice. In addition to this, a part foreclosure option may be exercised by BHEL after lock-in period of 1 (one) year by surrendering particular floor (1 or more).

The scope of services is thus to provide fully furnished (ready to move in) office space of 40,900 Sqft. carpet area with an acceptable variation of $\pm 5\%$ (i.e. in a range of carpet area of 38,855 Sqft to 42945 Sqft.). spread over a maximum of **Four consecutive floors** within a single premises to accommodate approx. 314 employees as per details mentioned in BOQ (from Ground floor and above only) 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.

3.1 General

- a) **Providing a fully furnished office space with carpet area approx. 40,900 Sqft. ($\pm 5\%$) carpet area spread over a maximum of Four consecutive floors within a single premises approx. 314 employees in a single / multiple tenanted building as per details mentioned in BOQ (from Ground floor and above only) for the purpose of Shifting of BHEL offices.**
- b) All Building services such as Air Conditioning, Lifts, and 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 **100 reserved parking for cars and 45 reserved parking for Two (02) wheelers (i.e. equivalent to 18 car parking)** as per specified norms of parking within the offered premises. Reserved parking means separately earmarked and allotted to BHEL. The bidder shall submit Layout plan having marking of 100 car parking and 45 two wheeler parking offered to BHEL.
- d) Providing full height cabins, shoulder height cabins, equipment rooms, conference rooms, work stations, etc., to accommodate 314 employees and other facilities as per details mentioned in BOQ (Clause 3.3) 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 per floor shall also be provided.
- f) Provision of sufficient no. of water coolers for drinking water for approximately 400 persons. These water coolers shall have connection from RO water.
- g) Providing 100% Central Heating, Ventilation & Air Conditioning system and power back-up.

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- 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 (if rules/norms permit in that area).
- 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 (only point 3.2)

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. 297 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 of good quality.	05	1485
2	ED's Sectt. (of approx.70 Sqft. of each cabin) with seating & desking for two executive or non-executives.	05	350
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.	14	2520

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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.	24	4320
5	Store for H.R (TBG) each of size approx. 225 Sqft	02	450
6	Central document storage with 1 number each of table, chair, small cupboard, compactor & steel almirahs etc. in sufficient quantity each of size approx. 950 Sqft.	03	2850
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. 600 Sqft.	01	600
8	Store (Stationary / General) with racks and storewells with table and chairs etc. each of size approx. 250 Sqft.	02	500
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	04	542
11	Conference Room (60 Seater) - 1600 Sqft. with sitting arrangement for 60 persons with tables and chairs along with Projector & Screen	01	1600
12	Conference Room (16 Seater)- 360 Sqft. each with sitting arrangement for 16 persons with tables and chairs along with Projector & screen each of size approx. 360 Sqft.	01	360
13	Conference Room (8 Seater)- 180 Sqft. each with sitting arrangement for 8 persons with tables and chairs	05	900
14	Space for departmental storage on floors of 3 ft. x 1.5ft.	285	1283
15	Space for IT support room each of size approx. 100 Sqft.	02	200
16	Space for Printers / fax / copiers on the floor with proper LAN , Telephone and power connectivity each of size approx. 16 Sqft.	21	336
17	Space for House keeping with storages and chairs. each of size approx. 180 Sqft.	02	360
18	Space for IT Equipment storage	01	180
19	Space for Travel Desk with seating arrangements each of size approx. 30 Sqft.	02	60
20	Space for UPS Room with UPS & battery for support of around 300 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.	02	360
23	Space for dispatch section with seating arrangement and slots for shorting of daks and keeping in proper manner.	01	98

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24	Proper toilet as per requirements mentioned (Toilets-Gents) each of size approx. 249 Sqft. sharing of toilet with other tenant on same floor will not accounted for rental area	04	995
25	Proper toilet as per requirements mentioned (Toilets-Ladies) each of size approx. 156 Sqft. sharing of toilet with other tenant on same floor will not accounted for rental area	04	625
26	Proper toilet as per requirements mentioned (Toilets-for differently abled) each of size approx. 50 Sqft. sharing of toilet with other tenant on same floor will not accounted for rental area	04	200
27	Space for AHU Room as per norms each of size approx. 255 Sqft	08	2040
28	Space for Electrical Room as per norms each of size approx. 81 Sqft	04	325

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

SN	Item	Qty	Approx. space (Sqft)*
1	SDGM / DGM's Cubicle (of approx. 84 Sqft. of each cubicle) with main table, one executive Chair, Back rack, ERU and 2 Visitor Chairs.	19	1589

3.3.1.3 Providing work stations as per details below:

SN	Item	Qty	Approx. space (Sqft)*
1	Workstation with table top with one chair each of size approx. 30 Sqft.	38	1140
2	Workstation) with table top with one chair each of size approx. 25 Sqft.	201	5025
3	Attendants with low ht. storage unit and one chair each of size approx. 12 Sqft.	08	96
4	Reception Desk with one chair & Visitor's Lounge	LS	700

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

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Annexure-III A

Area Requirement				
Sl. no. (I)	Requirement (II)	Nos (III)	Area (Sqft.) (IV)	Area (Sqft.) (V=IV x III)
1	Reception Cum Visitor Lounge	1	700.00	700.00
2	ED Cabin with attached toilet	5	297.00	1,485.00
3	ED Sectt.	5	70.00	350.00
4	GM Cabin	14	180.00	2,520.00
5	AGM Cabin	24	180.00	4,320.00
6	SDGM/ DGM Cubicle	19	83.64	1,589.16
7	Work station (5 feet x 5 feet)	201	25.00	5,025.00
8	Work station (6 feet x 5 feet)	38	30.00	1,140.00
9	Attendants	8	12.00	96.00
10	Space for Departmental Storage	285	4.50	1,282.50
11	Server/Switch Room	1	600.00	600.00
12	Space for UPS Room	1	180.00	180.00
13	Space for IT Support staff	2	100.00	200.00
14	Space for IT equipment storage	1	180.00	180.00
15	Conference Room (8 Seater)	5	180.00	900.00
16	Conference Room (16 Seater)	1	360.00	360.00
17	Conference Room (60 Seater)	1	1,600.00	1,600.00
18	Pantry/ Dining area	4	135.69	542.76
19	Store (Stationary General)	2	250.00	500.00
20	Store for HR (TBG)	2	225.00	450.00
21	Space for Travel Desk	2	30.00	60.00
22	Space for Printer/ fax/ copier (10 for Corp, PMG and 11 for TBG)	21	16.00	336.00
23	Space for Housekeeping	2	180.00	360.00
24	Reprography facility	2	180.00	360.00
25	Space for Security Staff	1	64.00	64.00
26	Space for Doctor/ Pharmacy	2	180.00	360.00
27	Space for Dispatch Section	1	98.00	98.00
28	Central Document Storage	3	950.00	2,850.00
29	Space for AHU room	8	255.00	2,040.00
30	Space for Electrical room	4	81.15	324.60
31	Add Area for Facilities (G)	4	248.97	995.88
32	Add Area for Facilities (L)	4	156.39	625.56
33	Add Area for Facilities (Differently Abled)	4	50.00	200.00
34	Sub Total Carpet Area (A)			32,694.46
35	Add Area for Circulation @ 25% of A			8,173.62
36	Grand Total (Carpet Area)			40,868.08
			SAY	40,900.00

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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.
- 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. outside 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

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

- 3.4.1 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.

M. H. K. K. K.
11/04/2020

SECTION-IV

COMMERCIAL TERMS & CONDITIONS

4. COMMERCIAL TERMS & CONDITIONS:

4.1. PAYMENT TERMS:

- 4.1.1. GST compliant Bill (on monthly basis) 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, pertains 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. 90% of the payment towards the same shall be released by BHEL within 10 working days 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 10 working days for rendering satisfactory services by the owner for the completed period.
- 4.1.2. 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 as per applicable Govt. rate.
- 4.1.3. Separate metering shall be provided by the bidder for the power and back up so that monthly payment could be released by BHEL against the bill raised. Electricity consumed through DG set would be payable based on the existing rate of standard Diesel from Indian Oil Corporation outlet prevalent in the city of the building/property. The method of calculation for any variation / escalation would be based on prorate variation in the rate of standard Diesel from Indian Oil Corporation outlet prevalent in the city on Average Rate of every month for the purpose of billing at the end of that month. The formula shall be as under:

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

D_0 - Rate of Standard Diesel per Litre in the city of the building/property on the date of tender enquiry (i.e. ₹ 65.85 per litre)

D_R - Simple Average Rate of Standard Diesel per Litre in the City for the month under consideration

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

- 4.1.4. 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.
- 4.1.5. 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.
- 4.1.6. 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.

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- 4.1.7. 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.
- 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. 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.
- 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.

4.3. Penalty:

- 4.3.1. 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, ₹ 500/- 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 ₹ 500/- per minor complaint.
- 4.3.2. 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 ₹ 2,000/- (Rs. Two Thousand Only) per working Hour (loss) shall be deducted from monthly rental bill.
- 4.3.3. The successful bidder shall handover the hired space in a ready to move in acceptable condition within 60 days from the date of Lease agreement. Failure to provide the

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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.

- 4.3.4. Penalty for parking: for Four (04) wheeler a penalty of Rs 100/slot/day shall be levied if 100 No's of parking as per clause no 5.10 (Section V, Pre-Qualifying Requirement) are not provided by the contractor on a particular day. For Two (02) wheeler a penalty of Rs 50/slot/day shall be levied if 45 No's of parking as per clause no 5.10 are not provided by the contractor on a particular day.

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SECTION-V

PRE-QUALIFYING REQUIREMENT

- 5.1 The property offered should be within 13 km (Aerial Distance) radius taking centre point as BHEL HRDI & ESI complex, Plot No. 25, Sec-16A, Noida. The bidder shall submit screenshot of "GOOGLE MAP" indicating aerial distance measured between the offered property and BHEL HRDI & ESI complex, Plot No. 25, Sec-16A, Noida.
- 5.2 The bidder shall submit copy of "Occupancy Certificate" issued by concerned competent Govt. agency/authority.
- 5.3 The bidder shall submit an Affidavit (on Non-Judicial Stamp paper of Rs. 100/- duly certified by notary public) along with their bids that they 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 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 & GSTIN.
- 5.7 The bidder shall submit an Affidavit (on Non-Judicial Stamp paper of Rs. 100/- duly certified 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 ₹5, 00,000/- (Five Lakhs). Mode of payment shall be as per relevant clause of NIT.
- 5.9 BHEL intends to hire 40,900 Sqft approx. area spread over a maximum of four consecutive floors in a single premise. The bidder shall submit "Floor Plan" indicating total carpet area offered incorporating complete space/ seating requirement (as per Annexure-A).
- 5.10 The bidder is required to provide 100 reserved parking for cars and 45 reserved parking for Two (02) wheelers (i.e. equivalent to 18 car parking) as per specified norms of parking within the offered premises. Reserved parking means separately earmarked and allotted to BHEL. The bidder shall submit "Layout Plan" having marking of 100 car parking and 45 two wheeler parking offered to BHEL.
- 5.11 Bidder must submit the integrity pact duly signed and stamped by the authorized person.

M. H. K. S. S.
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SECTION-VI
DOCUMENTS REQUIRED

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

- 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 filled "Check-List" i.e. **Annexure - K**.
- 6.9 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.
- 6.10 Duly signed Un-price bid format (**Annexure-H**), by mentioning 'Q' in the column where quote is to be offered by the party.
- 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 Bidder must submit the integrity pact duly signed and stamped by the authorized person.
- 6.14 Document as mentioned in clause no. 2.18.

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 S. No. 5.00 and 6.00 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 and shall be superscripted as EMD.
- These three separate covers/envelopes 1, 2 and 3 shall together be enclosed in FOURTH ENVELOPE and this sealed cover shall be superscripted with tender number & due date.

Bids submitted without EMD or EMD in any other forms except the form as mentioned in clause No. 1.10 are liable to be rejected. If the Part-2 "Price Bid" (Annexure-I) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective tenderer(s) will not be evaluated further. The authenticity of the NSIC Certificate/ Udyog Aadhaar / 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 1 containing Part-I "Techno-commercial Bid" and Envelope-3 containing EMD will be opened first and evaluated for technical qualification. Bidders who qualify in Technical Bid will only be considered for opening of Price Bid (Part-2) or conducting of Reverse Auction as the case may be. 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 or through electronic reverse auction 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/>) 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. AA: GAX:19: HO: 203, dated 11-04-2020. 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

M. Mahajan
11/04/2020

DECLARATION CERTIFICATE

(to be typed on bidder's letter head)

Dear Sir/Ma'am,

SUBJECT: Hiring of Fully Furnished Office Space (Tender No. AA: GAX:19: HO: 203, dated 11-04-2020)

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

M. H. Khan
11/04/2020

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BIDDER'S GENERAL INFORMATION

Photograph
of
bidder /
authorised
signatory
holding
power
of attorney

Sl. No.	Description	Details
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	

Signature
With name, Designation & seal of the firm

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ANNEXURE - D

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

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

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

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

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

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

Mthakur
11/04/2020

ANNEXURE - E

**PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)
(On non-Judicial stamp paper of appropriate value)**

Bank Guarantee No.....
Date.....

To
(Employer's Name and Address)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴ (name of the Employer) through its Unit at.....

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee, we, the [Name & address of the Bank] having our Registered Office at (hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. ⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment. We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

Nithakla
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The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee. We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....
Place of Issue.....

- ¹ Details of the Invitation to Bid/Notice Inviting Tender
- ² Name and Address of the Tenderer
- ³ Details of the Work
- ⁴ Name of the Employer
- ⁵ BG Amount in words and Figures
- ⁶ Validity Date
- ⁷ Date of Expiry of Claim Period

Note:

- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of

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3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors.**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**
 - b.1) In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2) In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3) The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

Mthakran
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LETTER OF AUTHORITY

(To be submitted on letterhead 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', '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:

[Signature of Authorized Signatory of Bidder]

Date:

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.

Mthakiah
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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 the BHEL responsible.

Signature
With name, Designation & seal of the firm

Nithakiah
11/04/2020

Un-Priced Bid

(TO BE SUBMITTED ALONG WITH PART-I BID)

Sr. No	Description	Carpet Area Offered (in Sq.ft)	Rate per Sqft. carpet Area per month; inclusive of all taxes/ duties/ levies (but excluding GST) (in Rs.)	Amount per month inclusive of all taxes/ duties/levies (but excluding GST) (in Rs.)
1	2	3	4	5 = 4 x 3
A	Per Month Rental Charges for Hired Office Space including the Maintenance Charges as per Section III i.e. Scope of services			Amount to be calculated by BHEL in line with below mentioned note.

Vendor has to mention 'Q' in the column no. 03 & 04 where quote is to be offered by the party. **Price and offered area are strictly not to be mentioned in the Un-Priced bid.**

Total Rental Value: The total rental value (excluding GST) shall be calculated by multiplying monthly rental amount with total rental period i.e. 24 months. GST as applicable shall be payable extra.

Note:

1. Total area requirement is 40,900 Sq. ft. (Carpet Area) in a single premise spread on maximum 04 floors. Bidder may offer total carpet area of 40,900 sqft $\pm 5\%$ based on its availability (i.e. in a range of carpet area of 38,855 Sqft to 42945 Sqft.). However, BHEL shall make payment limited to 40,900 Sqft. of carpet area only in case carpet area offered by any of the bidder is more than 40,900 Sqft. and in case carpet area offered is less than that of 40,900 Sqft (with lower limit as explained above) then BHEL shall make payment as per actual carpet area.
2. If the carpet area offered by the bidder is less than 38,855 Sqft, the bid shall be rejected.
3. BHEL at its discretion may accept carpet area in excess of 40,900 Sqft beyond upper limit of + 5%.

Signature
With name, Designation & seal of the firm

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Price Bid

(TO BE SUBMITTED IN SEPARATELY SEALED ENVELOPE SUPERSCRIBING AS "PRICE BID")

Sr. No	Description	Carpet Area Offered (in Sq)	Rate per Sqft. carpet Area per month; inclusive of all taxes/ duties/ levies (but excluding GST) (in Rs.)	Amount per month inclusive of all taxes/ duties/levies (but excluding GST) (in Rs.)
1	2	3	4	5 = 4 x 3
A	Per Month Rental Charges for Hired Office Space including the Maintenance Charges as per Section III i.e. Scope of services			Amount to be calculated by BHEL in line with below mentioned note.

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

Total Rental Value: The total rental value (excluding GST) shall be calculated by multiplying monthly rental amount with total rental period i.e. 24 months. GST as applicable shall be payable extra.

Note:

1. Total area requirement is 40,900 Sq. ft. (Carpet Area) in a single premise spread on maximum 04 floors. Bidder may offer total carpet area of 40,900 sqft $\pm 5\%$ based on its availability (i.e. in a range of carpet area of 38,855 Sqft to 42945 Sqft.). However, BHEL shall make payment limited to 40,900 Sqft. of carpet area only in case carpet area offered by any of the bidder is more than 40,900 Sqft. and in case carpet area offered is less than that of 40,900 Sqft (with lower limit as explained above) then BHEL shall make payment as per actual carpet area.
2. If the carpet area offered by the bidder is less than 38,855 Sqft, the bid shall be rejected.
3. BHEL at its discretion may accept carpet area in excess of 40,900 Sqft beyond upper limit of + 5%.

Signature
With name, Designation & seal of the firm

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Proforma of Lease Agreement (Draft)

(NOTE: Rate not to be mentioned anywhere in this draft Lease Agreement submitted with Part-I Technical bid)

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 maintenance charges payable in advance within 7-10 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.

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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 Noida (UP) / Delhi (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.

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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) (Rate not to be mentioned here during tendering stage) effective from date _____. (Date not to be mentioned here during tendering stage) 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 02 years with a lock-in period of 01 year.
4. All kind of maintenance and repairs of office furniture/fixtures/fittings/office equipment's 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 7 working days of receipt of bill 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 ofcars & Two Wheelers 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 concerned power distribution company/agency 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)

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INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir Fort, New Delhi - 110049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

..... (description of the party along with address), hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for.....

..... The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to

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- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor, penalty equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor. upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

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Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness:

Witness:.....

(Name & Address)

(Name & Address)

.....

.....

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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	EMD in a separate envelope.	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 New Delhi			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
		FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
2	EMD in a separate envelope.	EMD amount in excess of ₹2 Lakhs in the form of Bank Guarantee. (Proforma enclosed at Annexure-E).			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
		Online payment receipt in case Electronic Fund Transfer credited in BHEL account.			
2	EMD in a separate envelope.	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	
2	EMD in a separate envelope.	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	Un-Price Bid i.e. Annexure-H.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
11	Performa of Lease Agreement i.e. Annexure-J	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
12	PRICE BID i.e. Annexure-I	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
13	Integrity Pact Agreement i.e. Annexure-K	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
14	"Check-List" i.e. Annexure - L.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
15	Signed & stamped complete tender document	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
16	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	

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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

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