



BHARAT HEAVY ELECTRICALS LIMITED,
Electroporcelains Division, Malleswaram,
Bangalore - 560 012

TENDER
DOCUMENT
(PART - A)

TECHNO-COMMERCIAL BID QUESTIONNAIRE - A

Tender Enquiry No. -

Date:

Details of the Contractor

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the tenderer in BHEL . Yes / No
(If yes furnish the details) :

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

d) Is any relative of tenderer employed in BHEL Yes / No

(If yes, furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer
Date:



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TECHNO-COMMERCIAL BID QUESTIONNAIRE - B:

01	ESI Code No.					
02	License under CL (R&A) Act					
03	PAN No.					
04	PF Code No.					
05	Service Tax Registration No.					
06	Banker's Name & Address					
07	Bank A/C No.					
08	Bankers Solvency Certificate Details [minimum 10% of estimated contract value as solvency required. (ie) Rs 4.4 lakhs minimum]	Value (in Rs.) : Date :				
09	Annual Turnover for 3 years 2013-14 2014-15 2015-16	In Rs. : (Enclose Audited Balance sheet and Profit & Loss account or Turnover Certificate from Chartered Accountant)				
Details of the work being executed at EPD: (Attach additional sheet if required)						
10	SI No.	Work / Purchase Order No.	Work Description	Date	Value	Valid Upto
11	EMD Details	Bank name: Date: DD No.: Amount:				
12	Any other comments					

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of SI No.08 or 09 is 'No' then the bid is liable to be rejected.

Signature of the Tenderer
Date:



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7.0 DECLARATION BY TENDERER

I, -----, aged-----Yrs., S/o -----,

Residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labour who is more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date :

Place :



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8.0 AGREEMENT BETWEEN CONTRACTOR AND BHEL- EPD

This Agreement made on this _____ day of _____ Two Thousand and.....
between M/s / Shri _____ aged about _____ years S/O of Shri
_____, residing at _____,
hereinafter called the "**Contractor**" (which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include its successors and permitted assigns) of the First
part.

AND

BHARAT HEAVY ELECTRICALS LIMITED, ELECTROPORCELAINS DIVISION, Prof. CNR Circle,
P.B.1245, IISc Post, Malleswaram, BANGALORE-560012, a Company incorporated under the
Companies Act 1956 and having its registered office at BHEL House, Siri Fort New Delhi - 110049,
hereinafter called " BHEL-EPD " (which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include its successors and permitted assigns) of the
second part.

Whereas

1. BHEL, EPD is desirous of entrusting to the said contractor to engage and carryout the
contract job of 'Operation & Maintenance of IBR Package Boilers 2017-19' of BHEL, EPD more
specifically mentioned in the Annexure (hereinafter called the Contract work) to this
Agreement.
2. The Contractor who is a specialized agency in the type of contract work in different
establishments has agreed to undertake the said contract work on job contract basis.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES:

The Terms and conditions of this agreement are as stipulated in:

- (i) Notice Inviting Tender
- (ii) Scope of Work
- (iii) Proforma for Offering Techno-Commercial Bid
- (iv) Special Terms & Conditions of the Contract
- (v) General Terms and Conditions
- (vi) Duties and Responsibilities of Contractor
- (vii) Price Bid Format
- (viii) Declaration By Contractor
- (ix) Work Orders and Work Instructions issued to the Contractor
- (x) Agreement between Contractor and BHEL-EPD



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Shall form part and parcel of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO through their authorized Representatives have signed these presents on the day, month and year mentioned above.

For and on behalf of M/s-----

[Authorized signatory]
Name & Designation

Witness : 1

Signature :

Designation :

Address :

For and on behalf of
Bharat Heavy Electricals Limited
Electroporcelains Division,
Bangalore 560012.

[Authorized signatory]
Name & Designation

Witness : 2

Signature :

Designation :

Address :



9. Reverse Auction Terms & Conditions-Activities:

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by Service Provider The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from Service Provider All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or Service Provider shall take action as appropriate.
3. **Auction Start price & Decremental Value:** The start price & Decremental value applicable in the on line reverse auction will be decided by BHEL after evaluating the bids received from the vendors in the on line initial sealed bid auction and will be available to the vendors on the bidding screen of the online reverse auction.
4. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell. The bidders to note that the first appreciable bid that comes in the system must be equal to or less than the auction start price which the bidder can view at the start of reverse auction and subsequent bids shall conform to minimum decremented value or multiples of the decremented value.
5. **AUCTION TYPE:** English No Ties Reverse (Refer Bidder Manual)
6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
 - Rank of the bidder
 - Lowest bid in the reverse auction
 - Bid Placed by him
7. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
8. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site ----- using the Login ID and passwords given to them.
9. **OTHER TERMS & CONDITIONS:**
 - The Supplier / Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
 - BHEL's decision on award of Contract shall be final and binding on all the Bidders.
 - BHEL along with Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or Service Provider after the first posting will have to be accepted if the Bidder continues to access the site after that time.



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- BHEL/Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site for the reasons which include Power supply interruption, System failure, non availability of WEB/Screen etc.
- BHEL/Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence. BHEL / Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

NB: All the Bidders are required to submit the Agreement Form duly signed to Service Provider. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).

- **After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to Service Provider for further proceedings.**

9.1 Event Information

The "BHEL" has contracted to conduct this online bidding event. **Service Provider** shall answer all questions relating to the bidding process and conduct of the Reverse Auction Event.

1. Scheduled Date & Time of the event:

WILL BE INTIMATED BY SM/WEX

Any change in the scheduled time will be duly informed to you in advance.

2. Contact Information

"BHEL-EPD"

A. General Contract related Queries Name: Designation: Tel Nos. E-mail ID:	Sankar Das Senior Manager/WEX 080-22182299/22182344 sdas@bhelepd.com amarjyoti@bhelepd.com
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"Service Provider"

Software Related Queries/ Process related Queries	
Name: Designation: Tel Nos. E-mail ID:	TO BE INTIMATED LATER



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Reverse Auction Process Compliance Form

To
Service Provider,

-----,

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the bid document for ----- (Items) against BHEL Tender BHEL/EPD/WEX/BLR/001 dated 17th October 2016.

This letter is to confirm that:

- 1) The undersigned is authorized official of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal -

Name -

Company / Organization -

Designation within Company / Organization -

Address of Company / Organization -



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10. THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____ on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at....., this.....day of20 .

Name

Company

Signature