

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi-284129

Informatics

TENDER DOCUMENT
For

Annual Maintenance of PCs, Printers & Workstations

Tender Enquiry No.
BHEL/JHS/IT/AMC/13-14/001

Date-12/03/14

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

with the signature of the bidder on all the pages and complete in all respects super scribed as “Quotation for Tender No.: BHEL/JHS/IT/AMC/13-14/001 Dated: 12/03/14 and this should reach us in a sealed cover on or before 08/04/14 through Registered / Speed Post or in the tender box available at following address :-

CISF Control Room/Office
Administrative Building
BHEL
Jhansi-284129

NOTE: Dropping of tender in the tender box within schedule time and date is the responsibility of the bidder.

3. TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES, IN CASE THE BIDS FOUNDS IN ONE SINGLE ENVELOPE THEN THE “BIDS” ARE LIABLE TO BE REJECTED.

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

BHEL JHANSI**Tender Document**

TENDER ENQUIRY NO: BHEL/JHS/IT/AMC/13-14/001

DATE: 12/03/14

CONTENTS

SL.NO.	Description	ANNEXURE NO	Page No.
01	Notice inviting Tender	A	5-7
02	Work Specifications	B	8
03	Qualifying Requirements	C	9-10
04	Instructions to Tenderers	D	11-12
05	Tender Evaluation Criteria	E	13
06	Contractors obligations	F	14-15
07	Other general terms and conditions	G	16-20
08	Technical Bid	H	21-22
09	Blank Price Bid Format	I	23
10	Third Party Non-Disclosure Agreement	J	24
11	Assets list with detailed specification	K	25-32

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

Annexure-‘A’

BHEL JHANSI**Tender Documents****NOTICE INVITING TENDER****TENDER ENQUIRY NO: BHEL/JHS/IT/AMC/13-14/001****DATE: 12/03/14**

1. SCOPE OF WORK : Annul Maintenance of PCs, Printers & Workstations
2. Tender Evaluation Criteria : As Per Annexure –E
3. Duration of the Contract : One year from the date of the award of the contract
4. Other specific requirements : Labor law and Govt. Rules to be followed.

5 Last date of receipt of the Tender:

6. Date of opening of Techno :
Commercial Bid

7. Address for receipt/issue : Sr. Dy General Manager (IT)
of tender Documents CISF Control Room/Office
Administrative Building
BHEL, Jhansi-284129

8. **EARNEST MOMENT DEPOSIT (EMD)** : Rs 20,000 (Twenty thousands)

Payable in the form of Demand Draft/Banker’s Cheque in favour of BHEL, Jhansi and copy of receipt may be enclosed along with tender

OR

One time EMD of Rs.2,00,000 (Rs two lacs) can also be deposited in above form and copy of receipt may be enclosed along with tender form.

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

In case of successful bidder, EMD can be converted and adjusted against the security deposit.

In case of others, the EMD shall be returned within 15 days of acceptance of award of work by the successful bidder.

9. **COST OF TENDER DOCUMENT**

: Rs 100/- + VAT@14%= Rs 114/-
(Payable through a Separate Demand Draft in favour of “BHEL, Jhansi” along with technical bid, in case the documents downloaded from website) + Cash

10. **SECURITY DEPOSIT**

1.1. Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

Upto Rs 10 Lakhs	10%
------------------	-----

1.2. The bidder shall submit the ‘Performance Security Deposit’ before start of work by the contractor in any one of the following forms:-

- Cash (as permissible under the Income tax Act)
- Pay Order, Demand Draft drawn in favor of M/s “Bharat Heavy Electricals Limited, JHANSI” valid for the period as aforesaid.
- Local Cheque of scheduled banks, subject to realization.
- Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company’s Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

- g) The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- h) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate.
- i) The Performance Security Deposit shall not carry any interest.

1.3. Stamp duty applicable as per Indian Stamp Act 1899 is as follows:-

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-

NOTE :

1. THE CONTRACTORS MAY PHYSICALLY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.
2. FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE “www.bhel.com” & “www.bheljhs.co.in”

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

Annexure-‘B’**BHEL JHANSI****Tender Documents****TENDER ENQUIRY NO: BHEL/JHS/IT/AMC/13-14/001****DATE: 12/03/14****WORK SPECIFICATIONS**

The total number of 200PCs, 10Workstations & 40Printers (with detailed specifications mentioned in Annexure K) will be covered under Annual maintenance contract. All the assets under scope of work will be available in the premises of BHEL, Jhansi.

Total scope of work has three components.

A. Maintenance of PCs.

1. All hardware parts of PCs and peripherals (e.g. mouse & keyboard), except damaged or broken cases.

B. Maintenance of Printers.

1. All parts of Printers (except consumables and damaged parts) will be covered under Annual maintenance contract.

C. Maintenance of Workstations.

1. All hardware parts of Workstations and peripherals (e.g. mouse & keyboard), except damaged or broken cases.

NOTE: The contractor must ensure that their service engineer or any authorized service provider must report within 16 hours after complaint logging.

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

Annexure-‘C’**BHEL JHANSI****Tender Documents****TENDER ENQUIRY NO: BHEL/JHS/IT/AMC/13-14/001****DATE: 12/03/14****QUALIFYING REQUIREMENTS****QUALIFYING REQUIREMENTS**

1. Should have PAN/TAN number
2. Should have Service Tax number (PAN based)
3. Self certificate that he is not blacklisted/banned/delisted on the date of tender.
4. Should have VAT/TIN No. if material is supplied/consumed
5. Self Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL
6. Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
7. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I
8.
 - i) **Average Annual financial** turnover during the last 3 years, ending 31st March of the previous year, should be at least 30% of the estimated cost.
 - ii) **Experience** of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

-
- a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
- Or
- b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
- Or
- c. One similar completed work, each costing not less than the amount equal to 80% of the estimated cost

Documentary proof (Execution Certificate) for the experience to be submitted alongwith Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.

Note : Similar work to be defined by the concerned department.

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

Annexure-‘D’

BHEL JHANSI

Tender Documents

TENDER ENQUIRY NO: BHEL/JHS/IT/AMC/13-14/001

DATE: 12/03/14

INSTRUCTION TO BIDDER

1. Above tender is two bid System (Technical /Commercial Bid & Price / Rate bid)

The tender is to be processed in two parts viz. 1) Technical and Commercial bid 2) and price/rate bid. The technical bid Application (Annexure – H) and its enclosures (along with the Contractor’s Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope super scribed as “Tender for Annual Maintenance of PCs, Printers & Workstations”`.

“**TECHNO-COMMERCIAL BID**”. EMD/ Cost of tender documents or Documents required as per qualifying requirements must be enclosed.

The second envelope duly sealed should contain the price bid (Annexure-I) only super scribed as “**Maintenance of PCs, Printers & Workstations in BHEL Jhansi.** “. Any other enclosures, which the bidder wishes to submit, must be enclosed with the Technical bid only. The price bid envelope should contain the rates only. Offer not in line with the above procedure or quoted in any other format is liable to be rejected /by passed.

1. Both the technical bid and price bid sealed envelope must be again sent in a single envelope duly sealed and super scribed as “**Annual Maintenance of PCs, Printers & Workstations in BHEL Jhansi**” Tender no: BHEL/JHS/IT/AMC/13-14/001, due date of opening. The same should be dropped in the tender box kept in the **CISF gate of Administrative Building ,BHEL, Khailar, Jhansi , within the specified date and time by the representative of bidder.**
2. All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidder’s / clients place by authorized officials, price bids of only those bidders who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted , in advance for witnessing the Price Bid opening.

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

-
3. All entries in the tender documents should be in one ink, corrections, over writing, cuttings etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidder before submission.
 4. The price / rate should be quoted in figure as well as in words. Price quoted shall be inclusive of all taxes & duties, all statutory requirement/ liabilities like PF/ESI/Bonus/Min. wages etc. However Service Tax shall be payable extra as applicable.
 5. The contract shall commence on the date as applicable against the contract and shall be valid as for one year. The contract can be extended on mutually agreed terms & conditions.

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

Annexure-‘E’**BHEL JHANSI****Tender Documents****TENDER ENQUIRY NO: BHEL/JHS/IT/AMC/13-14/001****DATE: 12/03/14****TENDER EVALUATION CRITERIA**

The Evaluation of the tender will be carried out as follows:

1. The bidders meeting qualifying requirements as given in Annexure ‘C’ shall be evaluated and assess the performance.
2. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations etc.
3. Successful technically qualified bidders after the process only will be invited for opening of the rate/price bid.
4. The contractor shall be awarded the work on over all L-1 basis i.e. the grand total of amount for all items as detailed in price bid format (Annexure J).

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

Annexure-‘F’

BHEL JHANSI

Tender Documents

TENDER ENQUIRY NO: BHEL/JHS/IT/AMC/13-14/001

DATE: 12/03/14

CONTRACTORS OBLIGATIONSA) CONTRACTUALTowards selection, control and supervision of employees

- a) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
- b) Contractor to ensure that the employees sent in the premises of BHEL **are physically and mentally fit and do not have any criminal record**. Such employees should **possess requisite skill, proficiency, qualification, experience etc.**
- e) Contractor will ensure that the **job is executed through his employees** on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job **nor shall sub-contract the job without prior written permission**.
- f) Contractor **will be liable for any pilferage / loss to BHEL** due to acts of omission and commission by his employees.
- h) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments.

B) Towards supply of tools, tackles and materials

- a) BHEL will provide *all consumables parts of PCs, Printers & Workstations*. Contractor will bring their own equipment required for servicing.

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

-
- b) Contractor shall provide shoe, helmet, and personal protective equipment & maintain the same at their own cost.
 - c) Contractor shall ensure that his workers wear required safety appliances, apparels / equipments inside factory.

C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

D) Towards Finance

Contractor to arrange his own finance for carrying out the job. Rates to be as per price bid

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

Annexure-‘G’**BHEL JHANSI****Tender Documents****TENDER ENQUIRY NO: BHEL/JHS/IT/AMC/13-14/001****DATE: 12/03/14****GENERAL TERMS & CONDITION FOR CONTRACTORS UNDER SERVICE/ WORKS CONTRACT.**

Service contract shall be awarded for the works on the following terms and conditions.

1.0 BASIC REQUIREMENTS:-

- 1.1. The Annual Maintenance Contract shall commence on the next date of placement of Work Order.
- 1.2. The contractor will not allow any third party or unauthorized service provider for maintenance or repair.
- 1.3. The contractor shall provide comprehensive on-site maintenance of the equipment including repair/ replacement of the parts (only above mentioned parts) with no extra cost.
- 1.4. Stamp Duty: Contractor should deposit stamp duty, **before start of the contract**, on security deposit as per Stamp Duty Act.

2.0 ENTRY IN FACTORY PREMISES:

The service engineer/ authorized service provider should have to carry the photo ID proof and the company ID card.

3.0 Discipline

- 3.1 The Contractor shall be responsible for the discipline of his own employee deployed under the service contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
-

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

-
- 3.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.
- 3.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

4.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

- 4.1 That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
- 4.2 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

5.0 OTHER GENERAL TERMS AND CONDITIONS:-

5.1 Legal compliance

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

wages Act, etc.), Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

- 5.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- 5.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 5.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 5.5 Security deposit will be released on successful completion of tenure of annual maintenance contract.on submission of No-dues certificate regarding service tax payment.
In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final.

6.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

Accept / Reject any or all tender fully or partly without valid reasons.

6.1 CONFIDENTIALITY

The parties 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 contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.

6.2 SUSPENSION

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

6.3 **TERMINATION**

The BHEL, Jhansi reserves the right to terminate the contract at the risk and cost of the contractor on non fulfillment of contract agreement or non satisfactory maintenance service with prior intimation of one month, to contractor through mails or any communicating media.

6.3 **JURISDICTION**

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

6.4 **ARBITRATION**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

7. **Payment condition:** rental invoice must be raise at the end of each quarter by the contractor. An uptime report certificate duly signed by authorized personnel of IT deptt., BHEL, Jhansi has to be submitted by contractor along with the invoice.

Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor.

8. **Calculation of deduction of downtime:**

The uptime of the assets (mentioned in Annexure K) must be 95% or above per month. The support level of the assets (as per annexure K) shall be (8X6) hours weekly.

On late response or late service delivery:

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

In case the asset is down, the response time must be within 16 working hours and the resolution time must be within 32 working hours after logging of complaint.

If the equipment is down for more than above stipulated time then the deduction for downtime shall be as follows:

Downtime percentage	deduction factor
0-5 %	0
5-8 %	1
8-13 %	1.25
Above 13 %	1.50

Working calculation for deduction

Let downtime in a month	= A hours
Downtime percentage	= $[Ax100/(8x30)]=B$
Deduction factor according to the table	= D
Monthly equipment maintenance charges	= $[\text{equipment quarterly maintenance charges}/3]=M$
Amount of Deduction	= $MxBxD/100$ Rupees

The Amount of Deduction shall be deducted from the rental payable for relevant or subsequent quarter.

The BHEL, Jhansi shall be sole judge for calculating the amount of deduction.

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

Annexure'H'

PERFORMA FOR SUBMITTING TECHNICAL BID FOR 'Annual Maintenance of PCs, Printers & Workstations'

1. Name of the firm : _____
2. Name of the Proprietor : _____
3. Address and Contact Numbers : _____
4. Registration Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
5. (1) PAN/TAN Number : _____
(2) Income Tax return last 3 yrs. : Enclosed / Not Enclosed
6. Service Tax Number (PAN Based) : _____
7. No. of Workers including Supervisors on the rolls of the firm : _____
8. Earnest Money Deposit : Rs. _____
a) D.D. Number & Date : _____Date_____
- b) Drawn on (Bank) : _____
9. Any other relevant information : _____

Contd...

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

-
10. Tender Cost : Rs. -----
D.D.No. : -----
11. Validity of offer : 90 days from the date of
tender Opening.
12. Blank Price bid format : Enclosed/Not Enclosed
13. Experience document : Enclosed/Not Enclosed

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

Signature with Name
& Office Seal

Date:

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

Annexure 'I'

Price Format

Format for Submitting the Price details For Maintenance of PCs, Printers and Workstations lease for a period of 1 year at BHEL, Jhansi.

Item No.	Item Description	Item Qty	Unit rate/year(ex cl tax)	Service tax%	Service tax	Unit Rate/year(in cl tax)	Total Value	Quarterly Value (total)
1.	PC(HP Compaq dc7800 Small Form Factor PC)	200						
2.	Printers(HP LJ P3005 DN)	15						
3.	Printers(HP LJ P2015 dn)	25						
4.	Workstation(RV724 AV HP xw4600 Workstation Base Unit)	10						

NOTE: TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

Annexure-‘J’

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, or any other personnel employed or engaged by our company agree as follows to maintain confidentiality & integrity of the information handled, generated & 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:

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

We will also keep the availability of the equipments and supplied as per the contractual agreement in PO. 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 confidentiality 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 understand that any violation of this agreement may invite action from BHEL.

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

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

'Annexure: K'

Sno.	MATERIAL_DESC	Serial_No
	<u>PRINTER</u>	
1	HP LJ P3005 DN	CNK2P27566
2	HP LJ P3005 DN	CNK2P41454
3	HP LJ P3005 DN	CNK2N37299
4	HP LJ P3005 DN	CNK1T78736
5	HP LJ P3005 DN	CNK2N36394
6	HP LJ P3005 DN	CNK1R47120
7	HP LJ P3005 DN	CNK2N13463
8	HP LJ P3005 DN	CNK1537874
9	HP LJ P3005 DN	CNK1R30851
10	HP LJ P3005 DN	CNK2P32874
11	HP LJ P3005 DN	CNK2P13235
12	HP LJ P3005 DN	CNK1R30843
13	HP LJ P3005 DN	CNK1P99621
14	HP LJ P3005 DN	CNK1P41454
15	HP LJ P3005 DN	CNK1P41413
16	HP LJ P2015 dn	CNCJM22953
17	HP LJ P2015 dn	CNCJL23106
18	HP LJ P2015 dn	CNCJL19316
19	HP LJ P2015 dn	CNCJL18916
20	HP LJ P2015 dn	CNCJL19315
21	HP LJ P2015 dn	CNCJM22942
22	HP LJ P2015 dn	CNCJL23099
23	HP LJ P2015 dn	CNCJL19358
24	HP LJ P2015 dn	CNCJL19371
25	HP LJ P2015 dn	CNCJL19312

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

26	HP LJ P2015 dn	CNCJL23097
27	HP LJ P2015 dn	CNCJL19361
28	HP LJ P2015 dn	CNCJLM22949
29	HP LJ P2015 dn	CNCJLM22640
30	HP LJ P2015 dn	CNCJL23100
31	HP LJ P2015 dn	CNCJLM22489
32	HP LJ P2015 dn	CNCJLM22667
33	HP LJ P2015 dn	CNCJM22935
34	HP LJ P2015 dn	CNCJL18918
35	HP LJ P2015 dn	CNCJL21794
36	HP LJ P2015 dn	CNCJL18953
37	HP LJ P2015 dn	CNCJL18829
38	HP LJ P2015 dn	CNCJL18927
39	HP LJ P2015 dn	CNCJL23293
40	HP LJ P2015 dn	CNCJL18919
	<u>DESKTOP</u>	
41	HP Compaq dc7800 Small Form Factor PC	INA8110HCQ
42	HP Compaq dc7800 Small Form Factor PC	INA8110H9M
43	HP Compaq dc7800 Small Form Factor PC	INA8110H99
44	HP Compaq dc7800 Small Form Factor PC	INA8110HFJ
45	HP Compaq dc7800 Small Form Factor PC	INA8110H2M
46	HP Compaq dc7800 Small Form Factor PC	INA811074G
47	HP Compaq dc7800 Small Form Factor PC	INA8110H52
48	HP Compaq dc7800 Small Form Factor PC	INA8110H4J
49	HP Compaq dc7800 Small Form Factor PC	INA8110H5N
50	HP Compaq dc7800 Small Form Factor PC	INA8110H5P
51	HP Compaq dc7800 Small Form Factor PC	INA8110H8X
52	HP Compaq dc7800 Small Form Factor PC	INA8110HCY
53	HP Compaq dc7800 Small Form Factor PC	INA811070B
54	HP Compaq dc7800 Small Form Factor PC	INA811074T
55	HP Compaq dc7800 Small Form Factor PC	INA81106TZ
56	HP Compaq dc7800 Small Form Factor PC	INA81106ZV
57	HP Compaq dc7800 Small Form Factor PC	INA81106WQ

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

58	HP Compaq dc7800 Small Form Factor PC	INA81106ZM
59	HP Compaq dc7800 Small Form Factor PC	INA8110H98
60	HP Compaq dc7800 Small Form Factor PC	INA81106V3
61	HP Compaq dc7800 Small Form Factor PC	INA81106Y8
62	HP Compaq dc7800 Small Form Factor PC	INA81106TB
63	HP Compaq dc7800 Small Form Factor PC	INA8110H2J
64	HP Compaq dc7800 Small Form Factor PC	INA81106Z1
65	HP Compaq dc7800 Small Form Factor PC	INA811073N
66	HP Compaq dc7800 Small Form Factor PC	INA8110D8S
67	HP Compaq dc7800 Small Form Factor PC	INA8110D7V
68	HP Compaq dc7800 Small Form Factor PC	INA8110H65
69	HP Compaq dc7800 Small Form Factor PC	INA8110H71
70	HP Compaq dc7800 Small Form Factor PC	INA81106TM
71	HP Compaq dc7800 Small Form Factor PC	INA8110HCG
72	HP Compaq dc7800 Small Form Factor PC	INA81107HG
73	HP Compaq dc7800 Small Form Factor PC	INA8110H2F
74	HP Compaq dc7800 Small Form Factor PC	INA8110HF6
75	HP Compaq dc7800 Small Form Factor PC	INA8110D61
76	HP Compaq dc7800 Small Form Factor PC	INA81106WX
77	HP Compaq dc7800 Small Form Factor PC	INA8110D5N
78	HP Compaq dc7800 Small Form Factor PC	INA8110HC9
79	HP Compaq dc7800 Small Form Factor PC	INA8110D5W
80	HP Compaq dc7800 Small Form Factor PC	INA8110D63
81	HP Compaq dc7800 Small Form Factor PC	INA8110H3P
82	HP Compaq dc7800 Small Form Factor PC	INA8110HB2
83	HP Compaq dc7800 Small Form Factor PC	INA81106YY
84	HP Compaq dc7800 Small Form Factor PC	INA811071P
85	HP Compaq dc7800 Small Form Factor PC	INA8110H8T
86	HP Compaq dc7800 Small Form Factor PC	INA8110HCR
87	HP Compaq dc7800 Small Form Factor PC	INA8110D5L
88	HP Compaq dc7800 Small Form Factor PC	INA81106SZ
89	HP Compaq dc7800 Small Form Factor PC	INA81106YS
90	HP Compaq dc7800 Small Form Factor PC	INA81106ZS

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

91	HP Compaq dc7800 Small Form Factor PC	INA8110D7S
92	HP Compaq dc7800 Small Form Factor PC	INA811071W
93	HP Compaq dc7800 Small Form Factor PC	INA81106TV
94	HP Compaq dc7800 Small Form Factor PC	INA8110HBS
95	HP Compaq dc7800 Small Form Factor PC	INA8110H97
96	HP Compaq dc7800 Small Form Factor PC	INA8110HZV
97	HP Compaq dc7800 Small Form Factor PC	INA8110730
98	HP Compaq dc7800 Small Form Factor PC	INA8110H5H
99	HP Compaq dc7800 Small Form Factor PC	INA8110HG1
100	HP Compaq dc7800 Small Form Factor PC	INA811073Y
101	HP Compaq dc7800 Small Form Factor PC	INA8110H2T
102	HP Compaq dc7800 Small Form Factor PC	INA8110727
103	HP Compaq dc7800 Small Form Factor PC	INA81107HY
104	HP Compaq dc7800 Small Form Factor PC	INA81106Y7
105	HP Compaq dc7800 Small Form Factor PC	INA8110D5Y
106	HP Compaq dc7800 Small Form Factor PC	INA8110H3B
107	HP Compaq dc7800 Small Form Factor PC	INA81106ZW
108	HP Compaq dc7800 Small Form Factor PC	INA8110707
109	HP Compaq dc7800 Small Form Factor PC	INA81106TW
110	HP Compaq dc7800 Small Form Factor PC	INA81106V4
111	HP Compaq dc7800 Small Form Factor PC	INA8110H8W
112	HP Compaq dc7800 Small Form Factor PC	INA81106TK
113	HP Compaq dc7800 Small Form Factor PC	INA8110H47
114	HP Compaq dc7800 Small Form Factor PC	INA8110H92
115	HP Compaq dc7800 Small Form Factor PC	INA8110H6P
116	HP Compaq dc7800 Small Form Factor PC	INA8110D8R
117	HP Compaq dc7800 Small Form Factor PC	INA8110HC5
118	HP Compaq dc7800 Small Form Factor PC	INA8110H32
119	HP Compaq dc7800 Small Form Factor PC	INA811076V
120	HP Compaq dc7800 Small Form Factor PC	INA8110H3L
121	HP Compaq dc7800 Small Form Factor PC	INA81106Z8
122	HP Compaq dc7800 Small Form Factor PC	INA8110HGN
123	HP Compaq dc7800 Small Form Factor PC	INA81107FP

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

124	HP Compaq dc7800 Small Form Factor PC	INA811072N
125	HP Compaq dc7800 Small Form Factor PC	INA8110H75
126	HP Compaq dc7800 Small Form Factor PC	INA81106X4
127	HP Compaq dc7800 Small Form Factor PC	INA8110729
128	HP Compaq dc7800 Small Form Factor PC	INA811074R
129	HP Compaq dc7800 Small Form Factor PC	INA811072J
130	HP Compaq dc7800 Small Form Factor PC	INA81106ZG
131	HP Compaq dc7800 Small Form Factor PC	INA81106YV
132	HP Compaq dc7800 Small Form Factor PC	INA81106Z4
133	HP Compaq dc7800 Small Form Factor PC	INA8110786
134	HP Compaq dc7800 Small Form Factor PC	INA81106TC
135	HP Compaq dc7800 Small Form Factor PC	INA811074L
136	HP Compaq dc7800 Small Form Factor PC	INA81106T3
137	HP Compaq dc7800 Small Form Factor PC	INA81106VK
138	HP Compaq dc7800 Small Form Factor PC	INA81106TD
139	HP Compaq dc7800 Small Form Factor PC	INA81106YN
140	HP Compaq dc7800 Small Form Factor PC	INA8110H6D
141	HP Compaq dc7800 Small Form Factor PC	INA81106XL
142	HP Compaq dc7800 Small Form Factor PC	INA8110H57
143	HP Compaq dc7800 Small Form Factor PC	INA81106YZ
144	HP Compaq dc7800 Small Form Factor PC	INA81106YR
145	HP Compaq dc7800 Small Form Factor PC	INA8110H68
146	HP Compaq dc7800 Small Form Factor PC	INA81106WS
147	HP Compaq dc7800 Small Form Factor PC	INA81106ZH
148	HP Compaq dc7800 Small Form Factor PC	INA8110H5S
149	HP Compaq dc7800 Small Form Factor PC	INA8110736
150	HP Compaq dc7800 Small Form Factor PC	INA81106ZY
151	HP Compaq dc7800 Small Form Factor PC	INA81106VP
152	HP Compaq dc7800 Small Form Factor PC	INA81106YT
153	HP Compaq dc7800 Small Form Factor PC	INA811070P
154	HP Compaq dc7800 Small Form Factor PC	INA8110H3R
155	HP Compaq dc7800 Small Form Factor PC	INA81106YQ
156	HP Compaq dc7800 Small Form Factor PC	INA8110D7X

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

157	HP Compaq dc7800 Small Form Factor PC	INA8110HD6
158	HP Compaq dc7800 Small Form Factor PC	INA8110H8Y
159	HP Compaq dc7800 Small Form Factor PC	INA8110HB6
160	HP Compaq dc7800 Small Form Factor PC	INA8110D8P
161	HP Compaq dc7800 Small Form Factor PC	INA8110H3N
162	HP Compaq dc7800 Small Form Factor PC	INA8110HGX
163	HP Compaq dc7800 Small Form Factor PC	INA81106YJ
164	HP Compaq dc7800 Small Form Factor PC	INA811072P
165	HP Compaq dc7800 Small Form Factor PC	INA81106VW
166	HP Compaq dc7800 Small Form Factor PC	INA81106V2
167	HP Compaq dc7800 Small Form Factor PC	INA81106VL
168	HP Compaq dc7800 Small Form Factor PC	INA81107GF
169	HP Compaq dc7800 Small Form Factor PC	INA8110HCX
170	HP Compaq dc7800 Small Form Factor PC	INA8110713
171	HP Compaq dc7800 Small Form Factor PC	INA8110720
172	HP Compaq dc7800 Small Form Factor PC	INA8110725
173	HP Compaq dc7800 Small Form Factor PC	INA8110HGS
174	HP Compaq dc7800 Small Form Factor PC	INA8110H3T
175	HP Compaq dc7800 Small Form Factor PC	INA8110D8Y
176	HP Compaq dc7800 Small Form Factor PC	INA8110H4Q
177	HP Compaq dc7800 Small Form Factor PC	INA8110D88
178	HP Compaq dc7800 Small Form Factor PC	INA811073K
179	HP Compaq dc7800 Small Form Factor PC	INA8110D80
180	HP Compaq dc7800 Small Form Factor PC	INA81106TS
181	HP Compaq dc7800 Small Form Factor PC	INA8110D6N
182	HP Compaq dc7800 Small Form Factor PC	INA811069B
183	HP Compaq dc7800 Small Form Factor PC	INA811074X
184	HP Compaq dc7800 Small Form Factor PC	INA8110735
185	HP Compaq dc7800 Small Form Factor PC	INA81106Y1
186	HP Compaq dc7800 Small Form Factor PC	INA8110H30
187	HP Compaq dc7800 Small Form Factor PC	INA81106XV
188	HP Compaq dc7800 Small Form Factor PC	INA8110D4J
189	HP Compaq dc7800 Small Form Factor PC	INA8110H56

I/ we agree with the above
Signature of Contractor with Seal

Executive In charge

190	HP Compaq dc7800 Small Form Factor PC	INA8110D6W
191	HP Compaq dc7800 Small Form Factor PC	INA8110HDF
192	HP Compaq dc7800 Small Form Factor PC	INA8110H69
193	HP Compaq dc7800 Small Form Factor PC	INA8110H5W
194	HP Compaq dc7800 Small Form Factor PC	INA8110H6T
195	HP Compaq dc7800 Small Form Factor PC	INA81106VC
196	HP Compaq dc7800 Small Form Factor PC	INA8110HDP
197	HP Compaq dc7800 Small Form Factor PC	INA811073Z
198	HP Compaq dc7800 Small Form Factor PC	INA8110HFK
199	HP Compaq dc7800 Small Form Factor PC	INA8110HFZ
200	HP Compaq dc7800 Small Form Factor PC	INA81106X6
201	HP Compaq dc7800 Small Form Factor PC	INA8110H3G
202	HP Compaq dc7800 Small Form Factor PC	INA811079L
203	HP Compaq dc7800 Small Form Factor PC	INA8110D8X
204	HP Compaq dc7800 Small Form Factor PC	INA811072T
205	HP Compaq dc7800 Small Form Factor PC	INA81106WB
206	HP Compaq dc7800 Small Form Factor PC	INA8110HBB
207	HP Compaq dc7800 Small Form Factor PC	INA8110H3C
208	HP Compaq dc7800 Small Form Factor PC	INA8110D7M
209	HP Compaq dc7800 Small Form Factor PC	INA811071X
210	HP Compaq dc7800 Small Form Factor PC	INA811073T
211	HP Compaq dc7800 Small Form Factor PC	INA8110HFH
212	HP Compaq dc7800 Small Form Factor PC	INA8110HGQ
213	HP Compaq dc7800 Small Form Factor PC	INA81106WC
214	HP Compaq dc7800 Small Form Factor PC	INA8110HF0
215	HP Compaq dc7800 Small Form Factor PC	INA8110D6B
216	HP Compaq dc7800 Small Form Factor PC	INA81106TH
217	HP Compaq dc7800 Small Form Factor PC	INA8110H55
218	HP Compaq dc7800 Small Form Factor PC	INA81106T1
219	HP Compaq dc7800 Small Form Factor PC	INA8110H96
220	HP Compaq dc7800 Small Form Factor PC	INA8110HD2
221	HP Compaq dc7800 Small Form Factor PC	INA8110H5R
222	HP Compaq dc7800 Small Form Factor PC	INA8110H9R

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge

223	HP Compaq dc7800 Small Form Factor PC	INA8110HBQ
224	HP Compaq dc7800 Small Form Factor PC	INA8110HBY
225	HP Compaq dc7800 Small Form Factor PC	INA81107ZX
226	HP Compaq dc7800 Small Form Factor PC	INA81106Y0
227	HP Compaq dc7800 Small Form Factor PC	INA81106YX
228	HP Compaq dc7800 Small Form Factor PC	INA81106WN
229	HP Compaq dc7800 Small Form Factor PC	INA811078D
230	HP Compaq dc7800 Small Form Factor PC	INA8110722
231	HP Compaq dc7800 Small Form Factor PC	INA8110HH0
232	HP Compaq dc7800 Small Form Factor PC	INA8110D7L
233	HP Compaq dc7800 Small Form Factor PC	INA8110H3V
234	HP Compaq dc7800 Small Form Factor PC	INA8110H9T
235	HP Compaq dc7800 Small Form Factor PC	INA8110HGT
236	HP Compaq dc7800 Small Form Factor PC	INA8110702
237	HP Compaq dc7800 Small Form Factor PC	INA81106T0
238	HP Compaq dc7800 Small Form Factor PC	INA8110HBC
239	HP Compaq dc7800 Small Form Factor PC	INA811072S
240	HP Compaq dc7800 Small Form Factor PC	INA8110H6L
	<u>WORKSTATION</u>	
241	RV724AV HP xw4600 Workstation Base Unit	SGH8070FVF
242	RV724AV HP xw4600 Workstation Base Unit	SGH8070FVC
243	RV724AV HP xw4600 Workstation Base Unit	SGH8070FVK
244	RV724AV HP xw4600 Workstation Base Unit	SGH8070FVG
245	RV724AV HP xw4600 Workstation Base Unit	SGH8070FVL
246	RV724AV HP xw4600 Workstation Base Unit	SGH8070FVD
247	RV724AV HP xw4600 Workstation Base Unit	SGH8070FVM
248	RV724AV HP xw4600 Workstation Base Unit	SGH8070FVJ
249	RV724AV HP xw4600 Workstation Base Unit	SGH8070FVH
250	RV724AV HP xw4600 Workstation Base Unit	SGH8070FVN

**I/ we agree with the above
Signature of Contractor with Seal**

Executive In charge