



Tender Enquiry No.:**BHEL:EPD:SPV:PKG:2016-17:00** Date: **29.09.2016**

1.0 NOTICE INVITING TENDER FOR ON-LINE PACKING OF SPV MODULES

Bharat Heavy Electricals Limited (BHEL), Electroporcelains Divisions, Malleshwaram, Bangalore . 560012 is setting up facilities for manufacture of Solar Photovoltaic Modules of 200 MW capacity at its factory premise. Regular Production is expected to start in December 2016. Quotations are now invited for On-line Packing of SPV Modules from experienced and reputed Packing Contractors. The Contractor, on selection, shall comply with various laws under Contract Labour (R&A) Act, Payment of Minimum Wages Act, ESI Act, PF & MP Act while undertaking the contract of packing work as per our specifications, terms and conditions, using Contractor's material, Labour and Tools, etc. **The packing works have to be carried out in the premises of BHEL-EPD at Malleshwaram, Bengaluru – 560012.**

Complete details of Tender for Packing is hosted on www.bhelceramics.com & www.bhel.com and can be directly downloaded and used for submission of tender document. **OR the Tender documents can be collected directly from o/o DGM (SPV), BHEL – EPD, Malleshwaram, Bengaluru – 560012 free of cost.**

Date of issue: Tender documents will be issued from **o/o DGM (SPV) , BHEL – EPD, Malleshwaram, Bengaluru– 560012** from 09.00 hours to 15.00 hours 29.09.2016 to 17.10.2016 on all working days. (Ph: 22182262/ 9449855083)

Last date for receipt of completed tender documents:18.10.2016 up to 2.00 PM. Technical bid will be opened at 2.30 PM on the same day, in the presence of bidders desirous to be present.



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Enclosures:

1. Drawings 3 9880400210
2. Price-Bid Format (To be used for submitting %**Unpriced Price bid**” in Techno Commercial offer_& for submitting Price in Price Bid offer.



**BHARAT HEAVY ELECTRICALS LIMITED
ELECTROPORCELAINS DIVISION
BANGALORE-560012.**

1. TENDER NOTIICE

1. Tender Enquiry No.	: BHEL:EPD:SPV:PKG:2016-17:00 Dated 29.09.2016
2. Nature of the Work	: On-line packing of SPV Modules at BHEL-EPD, Bangalore.
3. Estimated Value of Contract	: Rs 298.33 Lakhs
4. Contract Period	: 3 Months. Extendable for a further period of 3 months.
5. Nature of Tender/ bid	: 2 Part Bid
6. Earnest Money Deposit [EMD]	: Rs. 5,97,000/- (Five Lakhs Ninety Seven thousands only)
7. Issue of Tender	: From 29.09.2016 to 17.10.2016 on Working days Monday to Saturday 9.00 hrs to 15.00 hrs,
8. Last Date and Time for the receipt of completed Tender.	: <u>18.10.2016</u> up to 2.00 PM Hours
9. Date , Time and Place of Tender Opening [Technical Bid only].	: <u>18.10.2016 at 2.30 PM</u> in Tender Opening Room (near Reception). Price Bid will be opened on intimation at later date for technically acceptable bidders.
10. This NIT Document contains	: 33 sheets including this Sheet.

Sd/-
For and on behalf of
Bharat Heavy Electricals Limited
Electroporcelains Divisions
Bangalore - 560 026



2.0 About BHEL

Bharat Heavy Electricals Limited, is engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas, and Defence. We place strong emphasis on innovation and creative development of new technologies aimed at improving the performance and efficiency of our products, using state-of-the-art technologies and processes. We are strongly customer oriented and are sensitive to their needs and accordingly strives to respond quickly to the changes in the market. The high level of quality & reliability of our products is due to adherence to international standards by acquiring and adapting best technologies and practices across the world. Among other, we have been accredited to Quality Management Systems (ISO 9001:2008), Environmental Management Systems (ISO 14001:2004) and Occupational Health & Safety Management Systems (OHSAS 18001:2007).



3.0 Instructions to Tenderers, Statutory Liability and Obligations

Contractors experienced in packing works of similar nature may please submit your offer in two parts in separate sealed covers as detailed below and both the sealed covers are to be put into one big sealed cover as mentioned below super scribed with tender reference as “Techno-Commercial Bid for On-line Packing of SPV Modules- Tender Reference No. BHEL:EPD:SPV:PKG:2016-17:00”:

[3.1.1] First envelope shall contain the following:

a. **Techno-Commercial bid**: A questionnaire (as per clause 9.0) duly filled and signed along with all relevant certificates (copies) and documents as per the questionnaire and EMD of Rs.5.97 lacs. Enclosures as required by the Tender and any other documents which the Tenderer wish to submit also shall be enclosed. **All the pages of questionnaire, certificates and documents shall be signed / self attested by authorized representative of your company.**

b. **Unpriced Price Bid** - A copy of the price bid **without the prices.**

This “Unpriced Price bid” is required for technical evaluation of the offer to be executed by the contractor. Please indicate in the %unit rate+column ~~Y~~ESqfor the job you have quoted in Price bid, and ~~N~~oqfor the jobs you have not quoted. (No values shall be quoted in “Unpriced Price bid”).

c. **Declaration letter**

Declaration that you have gone through the entire tender document, and that you have understood all the clauses of the tender, and shall be abided by the tender clauses while executing the contract.

[3.1.2] Second envelope containing the Price Bid only

Price Bid in format attached duly filled & signed with seal must be submitted in another separate sealed envelope super scribed with tender reference as “Price Bid for On-line Packing of SPV Modules - Tender Reference No. BHEL:EPD:SPV:PKG:2016-17:00” DUE ON : .



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Price Bid must contain the following details:

- A) Material cost [Basic Value] for each unit rate for supply of finished boxes.
Applicable Taxes / Duty rate and amount for each unit rate.
- B) Packing service charges [Labor charges] for each unit rate. Applicable Service tax Rate on packing service charges,
- C) Other taxes if any.
- D) Cost to be indicated by multiplying unit rate & unit quantity.

If the price bid is found to be different from the unpriced price bid for any item of the rate contract, rate quoted for that item will be rejected.

[3.1.3] Sealed envelope of both (1) Techno-Commercial bid and (2) Price bid must be put in a single sealed **larger envelope** super scribed with **Tender reference and due date** must be sent within the specified date and time and be dropped in the Tender Box which is kept at Reception Counter, BHEL-EPD, MALLESWARAM, BANGALORE-560012 on or before the due date & time of tender.

Important Note

[3.1.4] All the pages of the tender document shall be signed and stamped by the authorized representative of vendor.

[3.1.5] **IMPORTANT POINTS:**

- i BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance 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.
- ii In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit an online sealed bid in the Reverse Auction. Non-submission of an online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.



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Eligible tenderers will be informed of reverse auction as per procedure as stated in the document. BHEL will decide on the starting bid in the REVERSE AUCTION. General Terms and Conditions of Reverse Auction are furnished. Business rule and event of auction will be furnished by our service provider. The terms and conditions specified herein are to be strictly adhered to for all the activity. In case of option of reverse auction is not exercised by BHEL, then Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno-Commercial Bid

- iii Price bid will be opened only for those technically qualified for the quoted items.
- iv Give annexure numbers to all enclosures, and indicate serial numbers for all the pages & put your signature & seal at the bottom of each and every page.
- v Send your offer with a covering letter on your company's letter head.
- vi If you are attaching a document which is not in English but in other local language, please attach an English translated page along with that.
- vii BHEL reserves the right to call for additional information and/or check, verify all the information furnished in the application.
- viii BHEL also reserves the right to inspect all premises/ facilities to confirm the authenticity of information furnished / capabilities mentioned in the application.
- ix BHEL reserves the right to reject any or all the applications which are not as per tender terms without assigning any reasons whatsoever.
- x BHEL's decision shall be final on all the matters relating to this tender.
- xi Taxes and duties quoted by you will be taken for KVAT/Cenvat credit. The taxes and duties prevailing on the date will be considered. However, in case of changes made by the Government from time to time, the same will be considered during the progress of contract for payment and claim purposes. In case, no Tax/ Duty is included, a self declaration for exemption may be attached along with the offer.
- xii In this regard, if any clarification is required, the Tenderers may contact the officer mentioned here below.
- xiii Tenders should be addressed only to:

**DGM - SPV
BHEL, Electroporcelains Divisions,
Malleswaram, Bangalore – 560012.
Phone: 080-22182262/ 9449855083**

- xiv All the entries in the Tender Documents should be in one ink. Erasures and over-writings are not permitted. Cancellations and insertions if any, shall be authenticated by the tenderer by signing and affixing his seal.



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- xv Tenderer shall fill in all the required particulars in the blank spaces provided in the Tender documents and also sign at the bottom of each and every page of the Tender document before submitting the Tender.
- xvi In case the rates quoted in figures differ from those quoted in words, the lower will be taken as the Tendered rate and shall be binding on the Tenderers.
- xvii **In quoting their rates, the Tenderers are advised to take into account all factors including any fluctuations in the market rates for materials, wages for your employees, transportation charges etc. in the future.**
- xviii The rates quoted in the Tender shall remain valid for a period of three months from the date of opening of the Price Bid.
- xix Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labour here. Pre-bid meeting deliberating the aspects involved in the contract can be arranged on request to ensure proper understanding by the Tenderers who wish to participate. The bidders are expected to be well versed with BHEL-General Conditions of Contract (GCC), Instructions to Tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work.
- xx Details and quantities of work shown in the Tender schedule attached hereto are only approximate. They are given as a guideline for the purpose of Tendering only and are liable to variations and alterations at the discretion of the competent authority throughout the contract period from the date of commencement of work. **The work executed shall be measured and paid at the corresponding rates to be quoted by the Tenderer in the Tender schedule Format attached hereto. It shall not be based on number of persons deployed or on any other criteria.**
- xxi The Packing work shall normally be done in all the three shifts from Monday to Sunday of week except for the General Holidays. Hence deployment of your employees to be planned accordingly. **Overtime wages or additional payments or allowance for you or your employees deployed for such work will not be payable by BHEL for working beyond normal working hours.**



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[3.1.5] **PERIOD OF CONTRACT:** This contract will be for a period of 3 months from the date of award of contract. BHEL reserves the right to extend the period of contract on the existing terms and conditions for a further period of 3 months, based on requirements of BHEL. BHEL shall have absolute right to terminate the contract at any time during the period of contract with a notice period of 15 days without assigning any reason thereof and the tenderer is not entitled for any compensation on the ground of such termination.

[3.1.6] **DISQUALIFICATION:** If the bidder/ contractor attempt to do any act, which defames the goodwill of BHEL it will be treated as disqualification of the party and the contract will be terminated at any time. The offers received from any bidder who had been convicted or against whom any kind of criminal cases are pending on complaint, will not be considered.

[3.2] CONTRACTOR'S STATUTORY LIABILITY:

All statutory requirements under Payment of Minimum Wages Act 1948, Payment of Wages Act 1936, Employees Compensation Act 1923, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Service Tax rules and all other applicable Acts and rules issued from time to time shall be complied with by the contractor. The Contractor shall apply and obtain License under the Contract Labour (R&A) Act 1970, and comply with the relevant provisions, in respect of the Labour employed by him for executing this Contract. The Contractor shall furnish necessary returns to the authority through the principal employer.

[3.2.1] **PAYMENT OF PRESCRIBED MINIMUM WAGES:** Contractor shall ensure payment of prescribed minimum wages as applicable to his employees deployed in the work, as BHEL - EPD may notify from time to time and maintain proper records of their timely disbursement.

The current wages payable to contractor's workmen are as follows (includes min wages and other allowances)

Sl No	Category of Employee	Gross Daily minimum wage *	Gross paid holiday/ leave wage **
1	Unskilled worker	535.41	434.64
1	Semi-skilled worker	567.90	458.05
2	Skilled worker	597.59	478.65
3	Supervisor	715.91	596.26



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* Gross daily minimum wage is the expenditure per person per day for 8 hours of work. This includes minimum wage payable to each labourer, attendance bonus, travelling allowance, washing allowance, additional payment & PF & ESI contributions. It is exclusive of contractor margin and other overhead expenses.

** Gross paid holiday/leave wages per person is the minimum wages payable to each laborer on paid holiday/leave excluding contractor margin and other overhead expenses

Price variation Clause is applicable in case of enhancement/decrease of variable portion of wages as per NIT

BHEL reserves the right to advise the contractor to extend any further welfare facility in future for the employees of the contractor (over & above the wage rates envisaged as mentioned above i.e., existing wage structure and also allowances as above) on reimbursement basis with additional service charges from BHEL.

[3.2.3] **COMPLIANCE WITH ESI / PF LAWS:** Contractor should ensure that the employees allowed to enter BHEL premises shall be covered under independent code numbers under EPF and ESI and shall cover his employees under the said codes. The contractor shall also indicate ESI No., PF No., Service Tax No. in the techno-commercial bid if available. In case the contractor do not have the ESI & PF Code while quoting, he should immediately apply for the same after award of the contract and get it in a reasonable time. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL. These returns shall be subject to verification whenever the statutory authorities/ inspectors visit BHEL for inspection of records of the contractors.

Contractor shall be solely responsible for non-payment / delayed payment of wages / allowances, contributions under EPF, ESI Act etc. The basic rates to be quoted by the Tenderer shall be firm for material, labor and shall cover and include all statutory levies and contribution such as ESI, PF etc payable by the contractor for the workers he may deploy to carry out the job. In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit /other



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dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

[3.2.4] **INDEMNITY:** Contractor shall indemnify BHEL against all claims and losses if it suffers under various labor laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him. Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.

Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Payment of Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractor. Contractor is liable to pay the statutory bonus to their employees, as per Payment of Bonus Act. In case, BHEL advises the contractor to pay any additional amount of Bonus to their workers over and above the statutory bonus, the same has to be paid by the contractor to their employees. The difference, in such an event, can be reimbursed from BHEL with indicated additional service charges.

[3.2.5] **FACTORIES ACT:** Contractor shall observe provisions of Factories Act in respect of working hours, holidays, rest intervals, leaves and overtime to his employees, who may be deployed in BHEL premises & maintenance of necessary registers, forms and statutory formats which shall be always available for inspection by BHEL or Factory Inspectorate. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission from BHEL. Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also. Contractor shall be responsible for making payment of wages before expiry of 7(seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL.

[3.2.6] **FAILURE OF CONTRACTOR:** In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to



discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss. The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.

[3.3] Contractor's Obligations:

Contractor shall decide the number of workmen to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as may be directed by Engineer-In-charge. The contractor shall provide Employment certificate to his workmen and also shall obtain License in terms of statutory Regulations from Labour Authorities for enabling him for such work. The Contractor shall be fully responsible for the work awarded to him and shall depute a supervisor to supervise work to be carried out by his workmen. The work shall be executed as per work instructions to the satisfaction of Engineer-In-charge. Contractor shall maintain appropriate records of his employees deployed to carry out the job(s). Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately. The contractor shall be responsible for ensuring that all precautions are taken for safety of his employees and in enforcing all safety regulations as applicable by strictly ensuring wearing of safety equipments by them inside the factory while undertaking the work Tendered. BHEL may provide hand gloves & other safety protective appliances wherever required. The contractor should ensure that his employees deployed in this work wear a neat and tidy distinct uniform, different from BHEL employees having logo of the contractors firm / company. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipments, if any; from the establishment of BHEL.



[3.4] Taxes and Duties:

The bidder shall indicate item wise cost with applicable taxes and duties separately in their quote. Accordingly, indicate separately a) basic unit material cost item-wise, b) applicable Excise Duty rate for material portion with amount, c) basic unit packing service charges item wise, d) service tax rate on packing service charges, e) VAT/CST percentage wherever applicable.

For cost comparison, the COST to BHEL as per working Schedule enclosed will be considered. BHEL reserves the rights to alter the procedure / methodology for cost comparison after due verification of modvat / cenvat benefit issues which are relevant to this.

[3.5] Payment Terms:

The Contractor shall submit bill once in a month and the payment will be made within 30 days of receipt of the bill. For exceptional cases, multiple time bills per month are acceptable, when there is a heavy workload completed by the contractor in a particular month.

[3.5.1] Methodology for Bills raising:

[3.5.1.1] Supply Bill: At the time of supply of packing materials to BHEL, one Supply Bill to be prepared [original for buyer + modvat copy of invoice are required] accompanied by a delivery challan. This bill shall contain the following:

- (a) Packing materials with quantity and value (This value shall be agreed rate as per the rate contract).
- (b) Applicable Excise Duty and VAT / CST.

The Delivery challan (DC) will be duly verified by Security personnel and counter signed by user dept. and duplicate copy of invoice [modvat copy] will be sent to excise cell for taking cenvat credit on the supply portion and no payment will be made on these supply bills and original for buyer. Copy of invoice and original DC will be retained at shipping. This will also enable supplier for movement of goods from their works to BHEL Premises by their truck/tempo, and enable hassle free operations, in the eventuality of checking by Government authorities on the road.



[3.5.1.2] **Service Bill** : After completion of the packing work and full quantity as per delivery challan is used, the vendor shall submit separate Bill for service cost which includes packing service charges as per rate contract item wise and relevant service tax. Full service tax on packing service charges to be borne by the vendor and to be claimed. One Extra copy of invoice [earlier supply bill] and this service Bill shall be submitted for payment. Relevant Original buyer copy of invoice and Delivery challan which was retained at shipping and this service bill together will be taken for processing of payment of packing charges covering both material and packing service charges. Supportive documents such as packing lists shall be attached for these bills.

[3.5.1.3] No payment will be made without taking cenvat credit at our end wherever applicable. For some of the contractors, where Excise Duty is not applicable on various grounds [who are outside the purview of Excise Duty payment], normal billing process will be in force till further guide lines. But Service tax is applicable as the case may be depending upon the notifications from time to time from the Dept. on the packing service charges. Service tax paid by contractor will be reimbursed.

[3.5.1.4] Tender Evaluation and Award of contract:

For cost comparison, the item COST to BHEL as per working Schedule enclosed will be considered. BHEL reserves the rights to alter the procedure / methodology for cost comparison after due verification of modvat / cenvat benefit issues which are relevant to this. Contract will be awarded to L1 vendor only. If required; BHEL will negotiate with the L1 vendor.

[3.6] EARNEST MONEY DEPOSIT

- a) The Tenderer shall furnish Earnest Money Deposit of Rs. 5,97,000/- (Five Lakhs Ninety Seven thousands only). Exemption of EMD can be availed by genuine MSE vendors as per guidelines of MSMED act 2006 and public procurement policy for MSME, 2012 by ministry of MSME, government of India.
- b) Please note that MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II)



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or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format is given below where deemed validity of EM II certificate for five years has expired) applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening(part I in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer.

CA CERTIFICATE FORMAT

Annexure - I

Certificate by Chartered Accountant on letter head

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-II) dtd:.....,
Category: (Micro/Small). (Copy enclosed).

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

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

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs 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



[3.7] SECURITY DEPOSIT

Successful Tenderer shall furnish Security deposit. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.



4. Qualification Criteria for Selection in Techno-Commercial Bid

4.1 The Tenderer should have a legal status such as that of a Proprietary concern/ Partnership firm/ Company.

4.2 The Tenderer shall have appropriate financial resources to handle the contracts. A Solvency Certificate from a Nationalized Bank should be produced regarding the tenderer's financial position. The eligibility of the contractor will be decided based on the Bankers Solvency Certificate provided by the Tenderer at the time of submission of Tender. The Solvency Certificate value shall be more than Rs. 29,83,000/. (Rs. Twenty Nine Lakhs Eighty three thousands only).

Also further, (i) Average Annual Financial turnover during the last 3 years ending 31st March of the previous year, should be at least Rs. 89,50,000/.(Rs. Eighty Nine Lakhs Fifty thousands only)

AND

(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:

a) Three similar completed works costing not less than the amount equal to Rs. 119,33,000/.(Rs. One Crore Nineteen Lakhs Thirty Three thousands only)

Or

b) Two similar works costing not less than the amount equal to Rs. 149,16,000/.(Rs. One Crore Forty Nine Lakhs Sixteen thousands only)

Or

c) One similar completed work costing not less than the amount equal to Rs. 238,66,000/.(Rs. Two Crores Thirty Eight Lakhs Sixty Six thousands only)

In the event of any Contractor falling short of the Solvency Limit as fixed by BHEL-EPD as above, while participating in Tender(s) floated in EPD, it would be deemed that the Contractor does not have the requisite financial resources to execute further contracts. As such, the Price Bid(s) of such Contractor(s) falling short of the limit indicated in para above, will not be opened and further participation in the tender would be treated as null and void. In all such cases of rejection of Price Bids, the EMD amount would be refunded by BHEL within 15 days of acceptance of award of work by the successful tenderer.

4.3 Tenderer should have minimum of 1 year of experience in packing of ply wood / carton boxes as on tender due date. Experience certificate or PO/Work Order copy shall be furnished and the date of issue of certificate/PO/Work order shall be minimum one year prior to tender due date.

4.4 The tenderer should have manufacturing facility / Supply facility for the items (Ply wood/ Carton Box) for which they have quoted, within Bengaluru or within 60 KM of radius from BHEL-EPD, Malleshwaram, Bengaluru-560012.



5.0 Scope of work and Tender Specification

The scope of work covers Packing of Solar Photovoltaic Modules at BHEL EPD, Malleshwaram premises with materials & instructions as per attached BHEL Drawing 39880400210 Rev00

Schedule of quantity for Packing (Indicative) : 6035 Boxes for 3 months

6.0 OTHER TECHNICAL POINTS

6.1 Quality of Materials

6.1.1 The Quality of materials used for Packing shall be as per relevant BIS Specification / BHEL Specification for each material. Each item is subject to inspection and approval by BHEL before the same is used. Any disapproved / non-standard item identified by BHEL shall be removed by the Contractor.

6.1.5 Handling of markings on the panels have to be done using templates / stickers and suitable indelible inks. These have to be provided by the contractor at their cost.



7.0 GENERAL TERMS AND CONDITIONS.

1. The Contractor shall take, at his own cost, the necessary License in respect of his Trade/Business, in respect of this work. The expenses in completing the formalities in executing the agreement including expenses on Stamp Paper, will also be met by the Contractor.
2. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the Specifications, Designs, Drawings and Instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the Contract, Designs, Drawings, Specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Arbitrator who would be appointed by BHEL from the panel of arbitrators of Bharat Heavy Electricals Limited., If the said arbitrator is unable or unwilling to act, the same would be referred to some other person appointed from such panel willing to act as such arbitrator who will be the Sole arbitrator. There will be no objection if the arbitrator so appointed is an employee of Bharat Heavy Electricals Limited, Electroporcelains Divisions and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matter in dispute or difference.

It is a terms of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The work under the Contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable to the Contractor shall be with-held on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the dates of the first hearing.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

3. The BHEL General conditions of Contract shall also apply to this work, except to the extent modified in these conditions. The Contractor shall scrutinize the GCC available in BHEL-EDN and acquaints himself with the provisions thereof, to his satisfaction.



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4. Failure to employ adequate number of persons, or failure to supply required qty of packing materials, resulting in dislocation of the work will be construed as breach of the terms and conditions under this agreement, and will entail termination of the Contract forthwith and re-arrangement of the work through other agencies, at the risk and cost of the Contractor.
5. Cleanliness has to be maintained by the Contractor's workmen in the Packing/Dispatch Area. Scrap materials to be removed and Shop floor of Shipping Section to be kept clean at the end of each day. Cut Pieces / Scrap belonging to Contractors materials to be removed and taken back with necessary paper works after duly certified by concerned executive.
6. The Management of BHEL shall have the right to with-hold Payment of, or make recoveries from claims due to them in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the Terms and Conditions of this arrangement or any payments necessitated due to infringement of any statutory obligations, by the Contractor.
7. The Contractor shall not transfer or sublet the work to anyone without the prior written approval of BHEL. The Contractor shall, either by himself or through a competent Agent approved by BHEL Authorities, perform the said work.
8. Whenever under the Contract any sum of Money shall be recoverable from, or payable by the Contractor, the Contractor on demand shall pay the same. Such amount may also be deducted from any sum then due, or from any sum which at any time thereafter become due, to the Contractor under this Security Deposit, in respect of this work or in respect of any other work.
9. All the employees of the Contractor engaged for the work shall be paid by him their normal wages, for the National Holidays and Public Holidays declared by BHEL for that Calendar year.
10. Without prejudice to any rights or remedies under this Agreement if the Contractor dies/becomes insolvent/bankrupt/wound-up, the BHEL authorities shall have the right to terminate this agreement without any liability whatsoever as regards enlistment of the work for the balance Contract period after the death/ insolvency/bankruptcy/winding up of the Contractor.
11. In the event of the Contractor committing a default or breach of any of the provisions of the contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any Form / Register / Slip under the Provisions of these regulations which is materially incorrect, then, on the report of the Inspecting officers as defined in the Contractors Labour Regulations, the Contractors shall, without prejudice to any other liability, pay to BHEL, a sum not exceeding 10% of contract value as liquidated damages for every default, or furnishing, making, submitting, filling materially incorrect statement as may be fixed by BHEL. Such amount will be deducted from the running Bills/Security Deposit of the



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Contractor and the amount would be credited to the Welfare Fund constituted under Regulations.

12. Model Rules for Labour Welfare:-

The Contractor, at his own expense comply with or cause to be complied with Model Rules and Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of Health of the Labourers. In case, the contractor fails to make arrangements as aforesaid BHEL will be entitled to do so and recover the cost thereof from the Contractor.

13. The Contractor should take full care regarding safety aspects. In case of any Accidents / Injuries to the Contractor's Labourers within the premises of the Company (BHEL), the Contractor is solely responsible and no claims whatsoever on the Company (BHEL) is permissible.
14. Successful tenderer should provide the safety Personal Protective items viz. Helmet, Safety Shoe, Hand Gloves etc in consultation with BHEL to his labourers during working period and shall ensure safe working habits and safe working conditions. All these expenditures have to be borne by the tenderer only. **BHEL will not reimburse the same.**
15. In case there is any delay in completion of the job as referred above, Company will be at liberty to levy penalty on the Contractor at the rate of 0.01% of the total value of equipment to be packed per day of delay subject to a maximum of 1%.
16. The Company does not give any Guarantee on minimum work load during the Day / Month / Year. The workload may vary within the Month.
17. In case of emergency, if the contractor fails to do the packing work within the stipulated time, the same will be got done elsewhere / through others. Penalty may be levied on the Contractor as applicable.
18. The Contractor and his workmen shall abide by the Rules relating to maintenance of discipline and Security checks of the Company.
19. All Tools, Equipments, required for Packing shall be supplied by the Contractor which will be returned after closure of the contract duration.
20. All Tools, Equipment and Materials brought by the contractor shall be shown to the security at gate and to be entered in the Register kept in the Security Department and DCs are to be preserved by the contractor to take back the items at a later date.
21. The Tenderer should submit EMD of Rs.5.97 lacs along with Technical Bid (If not exempted as per MSME guidelines) . Offer without EMD shall be rejected.



- 22. The Tenderers should have categorically confirmed acceptance of all the Tender terms and condition including the payment terms. In case of non-compliance / non- conformity, the offer is liable for rejection.**
23. Tender Committee decision is final for evaluation and acceptance of techno-commercial Bid, taking into account information furnished by the tenderer, visit to the tenderers works, documents verification etc.
24. Tenderer should have facility, infrastructure and man power to execute the order for which they have opted for quoting.
25. The tenderer should not have blacklisted by any Public Sector Undertaking / Public Departments.
26. Tenderer should have facility, infrastructure and man power to execute the order.



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8.0 COMMERCIAL TERMS AND CONDITIONS

EARNEST MONEY DEPOSIT

- a] The Tenderer shall furnish Earnest Money Deposit of Rs. 5,97,000/- (Rupees **Five Lakhs Ninety Seven thousands only**).(Please refer clause 3.6, in case of exemption from EMD).
- b] Tenderer shall furnish Earnest Money Deposit in the Form of Bank Demand Draft in favour of BHARAT HEAVY ELECTRICALS LTD., ELECTROPORCELAINS DIVISIONS. This Demand Draft shall be submitted along with the Techno-commercial Bid. Offers not accompanied by EMD will be rejected.

The EMD given by unsuccessful Tenderers will be returned after the Tender is finalized. EMD amount shall not carry any interest. EMD amount can also be adjusted towards the Security deposit.

8.1. SECURITY DEPOSIT

Successful tenderer has to submit Security Deposit (SD) at the rate of 5% for work of value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Security Deposit is accepted in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt 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).
- v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith

Collection of SD:

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form,



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but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: In case of (a) small value contracts not exceeding Rs. 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

The Security Deposit shall not carry any interest

8.2. TERMS OF PAYMENT:

- 8.3.1 The Contractor shall submit his bill once in a Month and payment will be made **within 30 days** of date of receipt of the bill. However submission of bills twice in a Month may be considered in special cases at the discretion of Management of BHEL-EPD, where packing load is heavy.
- 8.3.2 The Tenderer who are not adhering to BHEL's Terms of Payment is likely to be rejected. All statutory deductions under Income Tax Act., works contract Act. or any other Law will be deducted by the BHEL as per rate in force.
- 8.3.3 The Company is not bound to accept the lowest Tender and decision of the Management of the Company is final. No reasons, whatsoever will be given by the Company for not accepting the offer of any Tenderer.
- 8.3.4 The Tender shall be kept valid for acceptance by BHEL up to 3 months from the date of opening of Price Bid. Tenderers will not be allowed to alter the Prices during the validity period.
- 8.3.5 The Company may short close / cancel the Contract if the Performance of the Contractor is found unsatisfactory.



9.0 Techno Commercial Bid

Tenderer Data (Technical bid) - Questionnaire

Questionnaire - Data to be filled in by the Tenderer i.e., sl.no .9 with all relevant documents and sealed in cover super scribing as "**TENDER FOR ON-LINE PACKING - Techno Commercial Bid - Questionnaire** " and required to be dropped in the Tender Box.

QUESTIONNAIRE

A. DATA TO BE FILLED BY THE TENDERER

Note: The question with mark 'M' is Mandatory

1. Name in Full under which :
the Tenderer is trading [M]
2. Address of the Official :
Premises [M]
 - a) Office:
 - b) Works :
3. Telephone No. [M]
 - a) Office :
 - b) Works :
 - c) Residence of Partner / Proprietor / Director.
4. Registered as: Public Limited Company/Private Limited
Company / Proprietary Company [M]
(Strike whichever is not applicable)
5. Names & Address of : i)
Partners/Directors
if any ii)
iii)
iv)



6. Details of Saw Mill [M] :
- a) Is the plot on which Saw Mill / workshop is situated owned /leased by you.
 - b) Are the Materials and Machinery & Building Insured against Fire etc.
 - c) Area of the Plot :
 - d) Size of the Building :
 - e) Details of Machines and associated facilities.
 - i)
 - ii)
 - iii)
 - iv)
 - v)
 - vi)
 - f) No. of Labourers employed at the Mill.
 - g) No.of Laborers shall be deployed at BHEL-EPD for Packing works.
 - h) Since how long are you running the said Mill / workshop?.
7. Have you obtained permission? from Karnataka Forest Dept. to run the Saw Mill.(**If applicable**)

OR

(Alternatively have you got No Objection Certificate from Karnataka Forest Department to run the Saw Mill.(**If applicable**)

8. Please furnish the following:
Registration Nos. (Copies of



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certificates to be necessarily enclosed)

- a) K S T Registration No. :
- b) C S T Registration No. :
- c) Shops & Establishment Act Registration No.
- d) Forest License No. **(If applicable)** :
- e) Service Tax Registration No:
- f) TIN no [M] :
- g) PAN No: [M] :
9. a) Has your Firm been assessed: from Sales Tax Authorities ?
Please enclose latest Sales Tax Assessment Certificate) for a period of 3 years.
- b) Has your Firm been assessed: from Income Tax Authorities?
(Please enclose latest Income Tax Assessment Certificate) for a period of last 3 years.
10. Does your firm have Independent Code Nos. in respect of following and if yes, mention the same.
- a) Employees State Insurance Act 1948 (ESI) : Yes / No
-Code No.
- b) Employees Provident Fund Act 1952 (EPF) : Yes / No
-Code No.
11. Your Banker's Name & Address :
12. a) Your Annual Financial " Turn Over "
For
2013 - 14
2014 - 15
2015- 16



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13. a) Experience of having :
successfully completed /
undertaken similar works
during previous 1 Years [M]
- b) indicating Names of Clients to whom :
- i) Packing Cartons are being
supplied by you. [M]
- ii) Packing work is being :
done by you. [M]
(Please enclose copies of
Purchase Orders / work orders).
14. Earnest Money Deposit DD details: [M]
- a) Bank Draft No. and date :
- b) Banker Name :
- c) Amount taken : **Rs. 5,97,000/-** [] \
15. I / We also read the tender terms and conditions[M] : Yes / No
completely and understood the same.
16. We give our acceptance to supply as per [M] : Yes / No
tender specifications.
17. We hereby give our declaration that we have read the : Yes / No
Tender completely and understood the same. [M]
18. Please give the details of documents enclosed to your offer which include applicable
Registration certificates and other necessary documents to support your techno
commercial bid.
- i]
- ii]
- iii]
- iv]
- v]
- vi]
- vii]



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viii]

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x]

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I / We hereby certify that to the best of my/our knowledge, the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorised persons.

I / We also agree to the General Terms and Conditions & Commercial Terms and Conditions as per the Tender Notification.

I / We also agree to keep the validity of our Quotation for acceptance for a period of 3 months from the date of opening of the price bids.

Date :

Place:

Signature of the Tenderer

NAME:

DESIGNATION:



10. Reverse Auction Terms & Conditions-

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 (name of service provider will be provided in the event of conducting RA) 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 DGM/ SPV Production

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

2. Contact Information

"BHEL-EPD"

General Contract related Queries	
Name:	Pradip Chandra Baro
Designation:	DGM/ SPV Production
Tel Nos.	080-22182262
E-mail ID:	pradip@bhelepd.com
Mobile No:	9449855083

"Service Provider"

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



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 No. dated
õ õ õ õ õ õ õ ..

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 -



11. 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