

ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
ಎಲೆಕ್ಟ್ರಾಪೋರ್ಸೆಲೆನ್ಸ್ ವಿಭಾಗ, ಬೆಂಗಳೂರು - 560 012

ಭಾರತ ಹೆವಿ ಇಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
ಇಲೆಕ್ಟ್ರೋಪೋರ್ಸಲೆನ್ಸ್ ಡಿವಿಜನ್, ಬೆಂಗಳೂರು - 560 012

Bharat Heavy Electricals Limited



(A GOVERNMENT OF INDIA UNDERTAKING)
ELECTROPORCELAINS DIVISION
Prof. C.N.R. Rao Circle, Science Institute Post,
Malleswaram, BANGALORE - 560 012 INDIA
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Ref: DTG:AMC:2019

Date 25th Oct 2019

To

Dear Sir,

Annual Maintenance Contract for Computers, Peripherals and Network

BHEL-EPD is interested in entering into an AMC for Desktops, Printers, Peripherals, Servers along with Network as detailed in the Annexure – I. Terms & Conditions involving the scope of work, payment terms, availability of Resident engineers, downtime deductions and understanding of comprehensive AMC's in detail is attached in Annexure II. IN this regards please submit your Technical and Price Offers separately in two sealed covers super scribed by a Single Bigger Envelope clearly mentioning the details of the envelopes on the cover with Bigger envelope being marked as "AMC FOR COMPUTERS, PERIPHERALS AND NETWORK". Your offer will be rejected if both Technical & Price bids are put in the same cover. The offers are to be submitted in the **TENDER BOX** of EPD placed in the reception on or before 2.30 PM of 16th Nov 2019. Offers received after the specified Date and Time are liable to be rejected.

The technical offer should contain the following:

1. Letter from ESI Corp and PF Commissioner.
2. Filled up BID questionnaire – (a) and Bid questionnaire (b)
3. Acceptance letter on your company letterhead to all our terms & conditions (Annexure -II)
4. Acceptance for the payment of Min Wages as per the Act detailed in enquiry.
5. Acceptance for Price Variation Clause.
6. Details of Service Engineers likely to be posted. (ESI & PF, Qualification, Experience)
7. DD of 13,321/- in favor of BHEL-EPD as Earnest Money Deposit (EMD).
8. PQR sheet filled along with the requisite documents (Annexure IV)
9. Accepted, Signed and Sealed Non-Disclosure Agreement (NDA format) in BHEL format.

If any of the above documents is missing in the technical bid envelope your offers liable to be rejected. The Price bid envelope should contain only the prices as per the Annexure -III

Please quote for all the items listed. Failure to quote for any item will form the basis for disqualification.

Price quoted should include the following

- 1) AMC of All Desktops and peripherals.
- 2) Provision of 1 Resident Service Engineers from 8:00 am to 4:30 pm on all working days.

Price Bid of the Technically Qualified Vendors will be opened and since this is a package contract and overall lowest bidder (L1) will be awarded the contract.

FOR ANY CLARIFICATION FEEL FREE TO CONTACT THE UNDERSIGNED

Thanking You

For Bharat Heavy Electricals Ltd

J. Gopal

Internal

Sr. Engineer / DTG

LL. 080 22182429, Mobile: +91 8500827287

LIST OF ITEMS

Annexure I

Description

PCs, Desktops Server

Personal computer - (HP Compaq DC 7600 SFF with TFT monitor),

Intel P 4 Processor 640 (3.2 GHz, 2 MB L2 Cache, 800 Mhz FSB)

2 X 1GB RAM DDR2 SD RAM

80 GB SATA HDD 7200 RPM with Pre failure alert

48 CDRW/DVD ROM

Intel Graphics Media Accelerator 950

USB Keyboard with 104 Keys

Optical Scroll Mouse with Mouse Pad

Integrated Intel @ High Definition Audio, with internal speakers

Ethernet Cards, PCI Slots 1, Paralles, 1 serial and 4 USB ports

Microphone, Headphone speaker, 17" TFT monitor

Personal computer-(HCL PC)

HCL Infiniti Pro SL 1300

Intel Core 2 Duo, 2053Gz,3MB L2 Cache, 1066MHz FSB2 X 512 MB RAM DDR2 SD RAM

2x2 GB dual channel DDR2 SDRAM @ 667 MHz or above expandable to 8 GB

160 GB SATA 7200 rpm with pre Failure Alert

48x CDRW/DVD ROM (Combo, OEM make)

Intel Graphics Media Accelerator 950

USB Keyboard with 104 Keys

Optical Scroll Mouse with Mouse Pad

Integrated Intel @ High Definition Audio, with internal speakers

Ethernet Cards, PCI Slots 1, Paralles, 1 serial and 6 USB ports

VGA Speaker, Microphone, Headphone speaker

Personal computer-(Lenovo PC M4518-P99)

Intel Core i5 2400cpu @3.10GHz, 4 GB RAM

2x2 GB dual channel DDR2 SDRAM expandable to 8 GB

500 GB SATA 7200 rpm with pre Failure Alert

CDRW/DVD ROM (Combo, OEM make)

Intel Graphics Media Accelerator 950

USB Keyboard with 104 Keys

Optical Scroll Mouse with Mouse Pad

Integrated Intel @ High Definition Audio, with internal speakers

Ethernet Cards, PCI Slots 1, Paralles, 1 serial and 6 USB ports

VGA Speaker, Microphone, Headphone speaker

Personal computer-(HP Compaq DC 7800 SFF with TFT monitor)

Intel P 4 Processor 640 (3.2 GHz, 2 MB L2 Cache, 800 Mhz FSB)

2X 1 GB RAM DDR2 SD RAM

80GB SATA HDD 7200 RPM with Pre failure alert

48 CDRW/DVD ROM

Intel Graphics Media Accelerator 950

USB Keyboard with 104 keys

Optical Scroll Mouse with Mouse Pad

Integrated intel @ High Definition audio, with internal speakers

Ethernet Cards, PCI Slots 1,Paralles,1 Serial and 4 USB ports

VGA Speaker, Microphone, Headphone speaker

LaserJet Printers

HP DESKJET 1050

HP LASER 2420

HP LASER 4700

HP LASER 2055dn

HP LASER 3005

HP LASER 1536

TVS MSP 345

HP OFFICE JET PRO 8600

HP OFFICE JET PRO 8610

HP color laserjet CP5525

Dymo Label Printer

SCANNERS

HP SCAN JET 8290

HP SCAN JET G3110

HP SCANJET ENTERPRISES 7500

NET WORK SWITCHS, HUBS & NETWORK COMPONENTS

FIBRE TO UTP TRANSRECIEVERS

CISCO 2900

CATALYST 2950

CATALYST 2960

D-LINK DES 1008V

D-LINK DES 1008D

D-LINK DES 1024D

D-LINK DES 1016 D

D-LINK 1005A

General Terms & Conditions

1. The tenderers are required to deposit Earnest Money Deposit (EMD) of Rs 13321/- along with the quotation in Demand Draft drawn in favor of BHEL payable at Bangalore. EMD by the Tenderer will be forfeited as per Tender Documents if:

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per Contract

The EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer. For successful tenderer EMD can be converted and adjusted against the SD.

2. A Security Deposit (SD) of 5% of total AMC value to be submitted before the start of AMC. The Earnest money deposit (EMD) paid by the vendor along with the tender will be converted into Security Deposit (SD) for the successful bidder and the balance, if any, has to be deposited by the successful bidder before the release of AMC order, and excess if any will be paid back to the vendor accordingly.
3. BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification as per various parts of NIT. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if *prima-facie* found not comparable with the quantum of work envisaged and the bid is an effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding

Statutory Compliance

1. The tenderer should have the essential License under Contract Labor (Regulation & Abolition) Act 1970, *if applicable*.
2. Tenderer should have independent ESI Employer code under ESI Act 1948.
3. Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. In case the Tenderer does not have PF code at the time of participating in the tender, the same must be produced within a stipulated time if the work is awarded to him.
4. Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
5. The tenderer will be required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, Service Tax, minimum wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, travelling allowance, attendance bonus etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month. (including the payment of service resident engineers)
6. The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred.

Validity of Rates

The rates quoted should be valid for 90 days initially from the date of price bid opening.

Terms of Payment

1. BHEL will pay the vendor on submission of his quarterly bills after the completion of quarter in the succeeding month by forty-five days of certification of invoice.
2. The periodicity of payment to the contractor shall be on a quarterly basis. The contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of DTG.
3. The tenderer shall initially pay the wages and other allowances of his workmen and then claim reimbursement from BHEL. The contractor would be required to submit their Claims along with the proof of payment of wages to the respective department. The claims will be scrutinized and certified for payment by DTG department and forwarded to Accounts Department for effecting payment.
4. **The service Engineers should be paid minimum wages as per the semi-skilled contract worker under the government notified minimum wages.**

Qualification Criteria

1. One Service Engineers with minimum Graduate/Diploma in Hardware/Networking and computers (with knowledge, Expertise & **Experience** in Computer Maintenance) shall be available during the office hours from 8: 00 AM to 4:30 pm on all working days of EPD. Failures of the service engineer to turn up before 8.15 am more than 3 times in fortnight will be taken seriously and will form the basis unsatisfactory service / performance of the vendor. Amount will be deducted from the vendor's bills in case of absence of Service Engineers on pro-rata basis per engineer per day assuming the whole quarterly bill of 90 days.
2. Any change of the individual service engineer should be intimated at least one week prior to the date of change of service engineer. The proper knowledge transfer of the site, handover the details to the new engineer will be certified by BHEL. Case of failure to take certification from BHEL will be taken up seriously and will form the basis of Unsatisfactory service / Performance of the vendor.
3. Service Engineers should be conversant in computer, printer and network maintenance and should have experience in similar works, proof of the same to be provided. During the contract period not more than **2 changes of Service Engineers are allowed.** Any permanent change in the service engineer posted should be informed at least one week before the posting.

Scope of Work

1. All the equipment that are covered under AMC should be identified with the vendor's company label and numbered with the serial number provided for each of the item.
2. Regular Preventive Maintenance should be done once in every quarter for all the items covered under AMC including the external cleaning of PC, Printer, Keyboard and mouse.

In case of LAN components eg. HUB Trans-receivers and Ports are to be thoroughly checked with proper dressing and crimping to be completed if required.

3. The details of having finished preventive maintenance must be maintained in a separate register and signature of the end user must be obtained in it as a proof of having done the preventive maintenance. Non Completion of quarterly preventive maintenance will be considered as "unsatisfactory service / performance".
4. Users will register their complaints in a register / online system maintained for this purpose at DTG Dept. Service Engineers will attend to the complaints and will record the status of the complaint after attending to the complaint. Complaints that are registered should be completed on the same day except for those that require major spares. Any such pending complaint for the day should be brought to the notice of "maintenance in charge" of DTG and reasons for not resolving the complaint should be explained.
5. The maintenance charges quoted should include the labour charges, cost of spares required for replacement during the duration of AMC and taxes and duties, if any, applicable on the spares for the equipment. Any replacement of parts other than consumables like Printer Heads, Printer Ribbons, Cartridges, and Floppies etc should be undertaken as part of AMC. The AMC will be as a FULL COMPREHENSIVE AMC ensuring that all the systems / equipment are up. If a full replacement of the equipment required resolving the complaint, it has to be done immediately.
6. If the restoration from breakdown is expected to take more than 24 Hours, standby equipment with similar or higher configuration / rating should be provided the very next day until the operation of the original equipment is restored.
7. If the vendor is unable to attend to or rectify the problem / defect for a period or more than a month for whatever reasons, BHEL-EPD would get it done from other vendor(s) capable of doing the work, and would debit the cost of repairs from the vendors next quarterly bills. Such an action will form the basis for "Unsatisfactory service / Performance".
8. An uptime of minimum 95% on all the systems should be maintained for all the items covered under AMC. Failure to maintain 95% uptime will be considered as "Unsatisfactory service / Performance". The data for the downtime will be taken from the online complaint system. Downtime calculation will be done as given in the table below.

Downtime	Deduction Factor (D)
6 to 10%	1.00
Above 10%	1.50

Working calculation for deduction

Let downtime in a month = A Hours

Downtime Percentage

a) Server, Networking Equipments = $A \times 100 / (24 \times 30) = B$

b) PC's & Printers = $A \times 100 / (8 \times 30) = B$

Deduction Factor from the above table = D

Monthly AMC charge for the equipment = Annual AMC charge / 12 = Rs. M

Amount of Deduction = $Rs. (M \times B \times D) / 100$

9. The AMC includes loading / reloading of Windows Operating System / MS Office / Adobe Acrobat / Winzip / Drivers / Antivirus and installation of any other software being used in the factory like Foxpro, Autocad, Mechanical , Printer Drivers etc as and when required after formatting the system. However, the software will be provided by BHEL.
10. A set of necessary and relevant tools required for the day-to-day maintenance of Hardware and Network shall be maintained at DTG Dept.
11. Adequate spares for PC's and Printers should be maintained at EPD at all times for the following viz. Motherboard, Monitor, Network Card, Mouse, Keyboard and Hard disk. In case of Hard Disks & Motherboard, if a similar capacity / model is not available, a higher capacity Hard Disk / Motherboard has to be provided under the AMC.
12. Crimping and drawing a new network connections and troubleshooting of existing Local Area Network is also a part of the AMC. Consumables like cable, connectors etc will be provided by DTG department.
13. IN ALL SCENARIOS THE RESOLUTION OF THE COMPLAINT SHOULD BE DONE INSIDE THE BHEL PREMISES ONLY AND ANY EQUIPMENT SHALL NOT BE TAKEN OUT OF THE EPD. THE EQUIPMENTS SHALL BE TAKEN OUT ONLY IN EXCEPTIONAL CIRCUMSTANCES WITH APPROVAL. HENCE THE ENGINEERS POSTED SHOULD BE SKILLED ENOUGH TO RESOLVE THE COMPLAINTS.
14. The service provider may send additional engineer if required to solve a complex pertinent problem with the spare parts if required in such cases as stated above.

Period of Contract

1. Initially the contract will be of two years. However, BHEL reserves the right to renew/ extend the AMC for a period of 3 months or less if after the completion of first year on mutual consent.
2. BHEL reserves the rights to foreclose / terminate the contract either wholly or in part, upon Situations arising due to "**unsatisfactory service / performance**" by issuing a written notice of "**unsatisfactory service / performance**" **to** the vendor. In case of foreclosure, BHEL will pay the vendor on pro-rata basis up to the date of termination of the contract only and the vendor has to complete all the pending issues within a month of the termination of the contract.

Force Majeure: Neither BHEL nor the vendor shall be responsible for days / failure in performance resulting from acts beyond the control of either. Such acts shall include but not be limited to acts of god, strikes, Lockouts, riots, Acts of War, Epidemics, fire, earthquakes or other such natural disasters and Governmental regulation superimposed after entering into AMC.

DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER:

1. The duties and responsibilities and obligation of the Service Provider including statutory responsibilities mentioned in this document is indicative and not exhaustive. The Service providers are required to confirm with the concerned authorities for proper and complete compliance.

2. The Service Provider will not engage any child labor (i.e. any workers below the age of 18 years) and the Service Provider will abide by the provisions of child labor (Prohibition & Regulation) Rules 1988. Service Provider should issue appropriate appointment Letter to his workmen.
3. If any of the resident engineers are found to be involved in the illegal / not desired activities as per the company policies, the contractor/service provider will have to immediately terminate the individual and provide BHEL with a replacement.

The following documents / forms under Contract Labor (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the Service Provider:

- (i) A evidence/proof showing the wage period and the place and time of disbursement of wages / Payment Transaction Details to be displayed in a copy sent by the Service Provider to the HR Department – through concerned section(Rule 75).
- (ii) A register of workman From XIII (Rule 75) – (to be maintained in EPD)
- (iii) Employment card From XIV (Rule 76) (to be available with Service engineer)
- (iv) Service Certificate From XV (Rule 77)
- (v) Muster Roll , Leaves , Payment and Deductions register.
- (vi) Half yearly return to be sent (In duplicate) by the Service Provider to the licensing officer. From – XXIV (Rule 82 (I))

Price Bid:

1. Evaluation of the L-1 offer shall be computed on overall cost basis to BHEL.
2. In the event of two or more Tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 Tenderer.
3. It should be submitted in the form as Attached . Annexure – III. **Bidder must clearly mention the total cost per year and total cost for 2 years separately.**
4. The rates quoted by the Tenderer shall be workable and also comply with all statutory requirements.

PRICE VARIATION CLAUSE:

The periodic increase in Basic Wages or Variable Dearness Allowance of the workmen of contractors will be reimbursed by BHEL consequent to revision of minimum wages will be done by adopting the following calculation methodology:

1. Increase %age = -----

Pre-revised Wages

2. **Total New wages** = (old variable comp. X Increase %age) + Old variable comp. + Fixed comp.

(Note: No increase will be compensated on the fixed components of the wages, such as Travelling Allowance, Attendance Bonus & Contractor Margin. In other words, increase is admissible on the variable components of wages such as Basic Pay, Dearness Allowance, PF & ESI)

LEGAL JURISDICTION:

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bangalore, where BHEL - EPD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-EPD is situated and no other court shall have the jurisdiction.

ARBITRATION:

1. If at any time, any question, dispute or difference on matter connected with this work order should arise, the same shall be referred for arbitration to a person nominated in this behalf by Head of Unit, BHEL Electric and photovoltaic Division, Bangalore, the award shall be final and binding on both parties.
2. In any matter pertaining to law, the agreement shall be subject to limits of local jurisdiction.

NON DISCLOSURE AGREEMENT

Vendor / Lessor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System.

CONFIDENTIALITY

Vendor / Lessor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the Purchaser / Lessee and also of the Systems, Procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

You may use the following formats for technical evaluation for obtaining info apart from clientele data and acceptance letter.

1b. BID QUESTIONNAIRE - A

Tender Enquiry No: -

Date:

Details of the Tenderer

a) Name and address of the **Tenderer**:

b) Name and address of the Owner/proprietor:

c) Is any relative of **Tenderer** Yes / No
Employed in BHEL

(If yes furnish the detail)

Name

Staff no

Location / Area

Signature of the **Tenderer**

Date:

1c.BID QUESTIONNAIRE - B:

01	ESI Code No	
02	License under Contract Labour (R&A) Act	
03	PAN No.	
04	PF Code No	
05	GST No	
06	Banker's Name & Address	
07	Bank A/C No.	
08	Have you quoted rate as indicated in the price bid (Part – B)	Yes/ No
09	Any other comments the bidder would like to make.	

Note:

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

We declare that we have read the tender document completely and have understood the scope of work and terms & conditions governing the contract. We agree to abide by the same and other terms & conditions and guidelines issued by BHEL during the course of execution of the work as per the contract.

Signature of the Tenderer
Date:

PC'S	No.s	Weightage in percentage of total amc cost per annum
HCL PC'S with Monitor,Keyboard, Mouse etc	4	0.396%
HP grey 7800 with Monitor,Keyboard, Mouse etc	35	3.468%
HP Black 7600 with Monitor,Keyboard, Mouse etc	15	1.982%
LENOVO with Monitor,Keyboard, Mouse etc	50	6.606%
PRINTERS		
HP Deskjet 1050	2	0.198%
HP Laser 2420	5	0.495%
HP Laser 4700	1	0.198%
Hp Laser 3005	5	0.495%
Hp Laser 1536	5	0.495%
TVS MSP 345	2	0.198%
HP Office jet pro 8600	15	1.486%
HP Office jet pro 8610	1	0.099%
HP color laserjet CP5525	1	0.198%
Dymo Label Printer	1	0.099%
HP Laser 2055dn	5	0.495%
SCANNERS		0.000%
HP Scanjet 8290	3	0.595%
HP Scanjet G3110	4	0.793%
HP Scanjet Enterprises 7500	2	0.396%
NET WORK SWITCHES, HUBS AND NETWORK COMPONENTS		
FIBRE TOUTP TRANSRECEIVERS	15	1.239%
CISCO 2900	1	0.132%
CATALYST 2950	12	1.585%
CATALYST 2960	8	1.057%
D-LINK DES 1008V	5	0.495%
D-LINK DES 1008D	5	0.495%
D-LINK DES 1024D	4	0.396%
D-LINK DES1016 D	2	0.198%
D-LINK 1005A	2	0.198%
RESIDENT ENGINEER	1	75.509%
Cost of AMC per year in Rupees (to be filled by vendor)		
Cost of AMC for 2 years in Rupees (to be filled by vendor)		
GST @ 18%		
Total landed cost		

*Note – L1 will be considered based on the landed cost to BHEL (i.e, base price + all taxes)

- Bidder shall quote only the total cost per year and 2 years. The rates per individual components shall be calculated as per the given weightages

Annexure IV

SL. NO.	Name And Description Of Qualifying Criteria	Bidders claim in respect of fulfilling the PQR Criteria
A	Technical A.1 Bidders who wish to participate should have executed works of similar nature during last seven years as per below, as on the date of opening of Technical Bid. 1. One similar work of value not less than Rs 3 lakh of estimated value for one project. (value in lakhs rounded to 2 digits of decimal) (OR) 2. Two similar works of value not less than Rs 2 lakh each of estimated value for one project. (value in lakhs rounded to 2 digits of decimal) Note: a. The term " Similar works " means vendor should have successfully executed maintenance and technical support for any one site (i.e, one client location) irrespective of the number of work orders for the same site. b. The term 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed. C. Bidder should not have been banned by "any BHEL unit" or "Government of India" or "Government of Karnataka" or Government of other states in India	Applicable. Bidder to submit following documents as proof of completion/execution of work: 1.P.O copy. 2. Ack. or certified note by customer/ chartered Engineer. Nature of work shall be of regular maintenance of PCs, Printers, scanners, network switches, hubs including repair and/or replacement
A.2	The bidder should have at least 3 service engineers with minimum Graduate/Diploma in Hardware/Networking and computers (with knowledge, Expertise & Experience in computer maintenance)	Bidder to submit relevant documents as proof.
B	Financial TURNOVER Bidder should have achieved an average annual financial turnover of Rs 1 lakh or more over the last three available Financial years (FY).	Applicable. Bidder shall submit annual accounts (balance sheets or profit & loss account) in support of this .
C.	ESI Code registration Tenderer should have independent ESI Employer code under ESI Act 1948. Photocopy of letter from ESI Corp. to establish that tenderer is independently registered as an employer under ESI to be produced. The employer is required to deploy his labors who	Applicable Contractor to submit relevant certificate of registration under ESI act.

	are having valid ESI subscription.	
D.	PAN No. Vendor should have valid PAN no. registration	Applicable Contractor to submit relevant certificate of PAN.
E.	GST No. Vendor should have valid GST no. registration	Applicable Contractor to submit relevant certificate of GST REGISTRATION.
F.	PF Code No Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. Photocopy of letter from PF Commissioner's Office to establish that tenderer is independently registered as an employer under PF to be produced. The employer is required to deploy his labors who are having valid PF subscription.	Applicable Contractor to submit relevant certificate of registration under EPF act.

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ 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 of _____, 20____.

Name

Company

Signature