



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARIDWAR INDIA-PIN 249403

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REQUIREMENT OF PROXIMITY SWITCH TEST BENCH & SIGNAL TEST POINT BENCH (ANNEXURE-1)

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators, Defense Items and so on.

Details of items details as below:

SLN	MAT CODE	ITEM DISCREPTION	LOT NO.	QUANTITY (NOS)	Delivery Schedule
1	W97017101065	PROXIMITY SWITCH TEST BENCH P/N 4576-01-701	LOT-1	5	30-05-2025
2	W97017101065_2	PROXIMITY SWITCH TEST BENCH P/N 4576-01-701	LOT-2	6	30-05-2026
3	W97045001266	SIGNAL OUTPUT CONTROL BOX ALIAS SIGNAL TEST POINT BENCH SIZE: 457603901	LOT-1	7	30-05-2025
4	W97045001266_2	SIGNAL OUTPUT CONTROL BOX ALIAS SIGNAL TEST POINT BENCH SIZE: 457603901	LOT-2	6	30-05-2026

Note: Manuals shall be submitted to vendor(s) after signing of Non-Disclosure Agreement (NDA).

1. ALL VENDORS TO PROVIDE POINT WISE REPLY/CONFIRMATION ALONG WITH RELEVANT SUPPORTING DOCUMENTS TO EACH AND EVERY POINT OF **PRE-QUALIFICATION REQUIREMENT/PQR** FOR ALL ENQUIRY ITEMS. NONCOMPLIANCE OF THESE MAY LEAD TO REJECTION OF OFFER AS THESE ARE ESSENTIAL CONDITION FOR PARTICIPATING IN TENDER ENQUIRY.
2. KINDLY UPLOAD/ATTACH THE SPECIFICATION DETAILS/ CATALOGUE OF OFFERED ITEMS.
3. KINDLY **SUBMIT TECHNO-COMMERCIAL CHECKLIST** ALONG WITH YOUR OFFER.
4. KINDLY **SUBMIT PQR SHEET WITH SUPPORTING DOCUMENTS** ALONG WITH YOUR OFFER.
5. WARRANTY PERIOD OF **36** MONTHS FROM DATE OF RECEIPT AT HARIDWAR IS REQUIRED.
6. EARLY DELIVERY ACCEPTABLE FOR LOT 1.
7. EARLY DELIVERY ACCEPTABLE TWO MONTHS BEFORE THE SCHEDULED DELIVERY DATE FOR LOT 2.

QUALIFYING CONDITIONS for SIGNAL TEST POINT BENCH

Only those vendors should quote:

SN	PQR Requirement	Vendor Response	Vendor Response (Yes / No / Enclosed)
1.	who are manufacturers of signal test point bench. (Manufacturers to quote/participate directly in the enquiry)	Vendor to confirm	
2.	Who have manufactured and supplied military grade (defense-application) SIGNAL TEST POINT BENCH consisting of 70 or more sockets and 4 or more receptacles during last 5 years. Vendor to provide unpriced PO copies, test certificates & dispatch documents as proof of supply.	Vendor to confirm & submit	
	Vendor to submit drawings/BOM /manual/picture of the supplied test bench to prove the above requirement	Vendor to submit	
3.	The previous supply must have been accepted by customer and should be working satisfactorily. (Vendor to submit customer's letter regarding satisfactory operation of the supplied test bench).	Vendor to submit	
4.	who can manufacture & supply the item as per BHEL specification (manual).	Vendor to confirm	
5.	BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/incorrect, the offer shall be rejected.	Vendor to accept	
6.	Point numbers 1 to 5 are the Mandatory Qualification Requirements. Offers of vendors not meeting these requirements will NOT be considered.	Vendor to accept	

(AGM/DPE)

QUALIFYING CONDITIONS for PROXIMITY SWITCH TEST BENCH

Only those vendors should quote:

SN	PQR Requirement	Vendor Response	Vendor Response (Yes / No / Enclosed)
1.	who are manufacturers of proximity switch test bench. (Manufacturers to quote/participate directly in the enquiry)	Vendor to confirm	
2.	Who have manufactured and supplied military grade/defense-application PROXIMITY SWITCH TEST BENCH for testing of proximity switches with sensing range of 7.6mm-8.6mm or lower during last 5 years. Vendor to provide unpriced PO copies, test certificates & dispatch documents as proof of supply.	Vendor to confirm & submit	
	Vendor to submit drawings/BOM /manual/picture of the supplied test bench to prove the above & below requirements.	Vendor to submit	
3.	Vendor's previous supplied P.S. test bench must be comparable w.r.t. the type (i.e. portable with rechargeable and replaceable battery) & operating voltage (anywhere in the range of 12-18 volt). Maximum 25% tolerance shall be acceptable in the previous supplied test bench w.r.t specified dimensions in the manual (specified dimensions in manual: Height= 38mm (excluding knob), Length= 175mm (exc. connector), Width= 81mm) In case of deficiency in the technical inputs of previous supplied item, BHEL may ask the vendor to demonstrate Equivalent/ Sample Model of previous supplied PS test bench.	Vendor to confirm & submit the docs mentioned above.	
4.	The previous supply must have been accepted by customer and should be working satisfactorily. (Vendor to submit customer's letter regarding satisfactory operation of the supplied test bench).	Vendor to submit	
5.	who can manufacture & supply the item as per BHEL specification (manual).	Vendor to confirm	
6.	BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/incorrect, the offer shall be rejected.	Vendor to accept	
7.	Point numbers 1 to 6 are the Mandatory Qualification Requirements. Offers of vendors not meeting these requirements will NOT be considered.	Vendor to accept	

(AGM/DPE)

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES/INPUTS TO BE FILLED/PROVIDED BY VENDOR
(REF: HW/DPE/ PQR2024-25-080)

BHEL MATERIAL CODE W97017101065
BHEL PART NUMBER 4576-01-701
ITEM DESCRIPTION PROXIMITY SWITCH TEST BENCH

NOTE: Vendor to input parameters for the quoted item.					
SN.	PARAMETERS / CODE	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	PROXIMITY SWITCH TEST BENCH	To be supplied as per drg no-4576-01-701 and user manual 1576.90.817.01 (*)	-	To Confirm →	
2	TYPE & DIMENSIONS	Type: Portable (Hand-held) with rechargeable battery. Height= 38mm (excluding knob) Length= 175mm (exc. connector) Width= 81mm.	-	To Input →	
3	ENGRAVING	The text/legends on the outer surfaces of the test bench shall be engraved filled with black colour lacquer.	-	To Confirm →	
VENDOR REMARKS: (Any deviations etc..)					
(*) : Documents shall be submitted to vendor after signing of Non-Disclosure Agreement(NDA)					

AGM(DPE)

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

ITEM CODE
DESCRIPTION
PART NUMBER

W97045001266
 SIGNAL OUTPUT CONTROL BOX ALIAS SIGNAL TEST POINT BENCH
 P/N 457603901



NOTE: Vendor to input parameters based on the specification of the item quoted.				
SN.	DESCRIPTION	TECHNICAL PARAMETERS	RESPONSE TYPE	VENDOR RESPONSE (Parameters of offered item to be filled by vendor)
1	FUNCTION OF TEST EQUIPMENT	THE SIGNAL POINT TEST BENCH, CONSISTS OF A SERIES OF SOCKETS & TEST POINTS FOR THE PURPOSE OF WHICH IS TO DRAW OUT FOR TESTING AND MEASURING ALL THE SIGNALS.	To confirm →	
2	DETAILS OF CONSTRUCTION	AS PER USER MANUAL [#] 1576.90.828.01	To confirm →	
3	OVERALL DIMENSIONS (APPROX)	255 x 530 x 550 mm	Input Value →	
4	HOUSING PROTECTION	IP65	To confirm →	
5	LENGTH OF EXTERNAL CABLE TO BE SUPPLIED	3 MTR EACH	To confirm →	
6	SUPPLY VOLT	12 V DC OR 220V /50HZ	Input Value →	
7	OPERATING TEMPERATURE RANGE	0°C to +50°C	Input Value →	
8	STORAGE TEMPERATURE RANGE	-10°C to +70°C	Input Value →	
9	MAXIMUM RELATIVE HUMIDITY	85%	Input Value →	
10	WEIGHT	4 kg (Approx)	Input Value →	
11	VENDOR REMARKS: Vendor to give here details of quoted item and deviations, if any.			

(*): Document shall be submitted to vendor after signing of Non-Disclosure Agreement(NDA)

AGM(DPE)

MAKE IN INDIA SELF CERTIFICATION

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019, 04.6.2020 and amendment dated 16.09.2020, it is hereby certifying that we

.....
..... (supplier name) are(Class-I/Class-II)
local supplier and will meet the requirement of minimum local content of
(50%/20%) as defined in public procurement order dated 04.6.2020 for material against Enquiry no.
..... Details of
location at which local value addition will be made is as follows: -

.....
.....
.....

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

Note:

As per office order P-45021/102/2019-BE-II-Part (1) (E-50310) Dated 04/03/2021, Bidders can't claim itself as "Class-I local supplier/Class-II local suppliers" by claiming the service such as transportation, insurance, installation, commissioning, training & after sales service support like AMC/CMC etc. as local value addition. Bidder offering imported product will fall under the category of Non-Local supplier.

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 on
date..... 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

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.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



ADDITIONAL TERMS & CONDITIONS

1. General Instructions:

- All interested vendors must submit the endorsed NDA (Annexure-NDA) well in time to BHEL for getting Manuals. The dully filled NDA shall be submitted to following email ids:

- a. anupamk@bhel.in
- b. akshukla@bhel.in
- c. sharma.amit@bhel.in

- Early delivery acceptable for lot 1.
- Early delivery acceptable two months before the scheduled delivery date for lot 2.
- Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not match with BHEL requirement.

2. Item Details-

As per Annexure- 1

3. Quality Requirements –

FOR W97017101065 PROXIMITY SWITCH TEST BENCH:

- a. VENDOR TO PROVIDE VISUAL, WIRING, BATTERY CHARGE & LEAD CHECKS, INSULATION, VOLTAGE AND FUNCTIONAL TEST CERTIFICATES AS PER ENQUIRY MANUAL.
- b. VENDOR TO PROVIDE CERTIFICATE OF CONFORMANCE.
- c. VENDOR TO PROVIDE IDENTIFICATION OF ALL ITEMS AND IDENTIFICATIONREPORTS.

FOR W97045001266 SIGNAL OUTPUT CONTROL BOX:

- a. VENDOR HAS TO CONFIRM FOR INSPECTION BY BHEL/BHEL NOMINATED INSPECTION AGENCY “M/S.TUV” AND INDIAN NAVY CUSTOMER (IF REQUIRED) AS PER BHEL & CUSTOMER APPROVED QUALITY PLAN.
- b. VENDOR HAS TO SUBMIT QUALITY PLAN AS PER ATTACHED BHEL FORMAT COVERING TEST AND INSPECTION AS PER ENQUIRY MANUAL/STANDARDS/DOCUMENTS FOR BHEL AND INDIAN NAVYCUSTOMER APPROVAL. IF ALREADY APPROVED QP IS AVAILABLE WITH VENDOR, SAME MAY BE SUBMIT AFTER LATEST ENDORSEMENT FOR THIS TENDER.
- c. VENDOR HAS TO CONFIRM TO CONCUR INSPECTION TERMS AND CONDITION AS PER FINALLY CUSTOMER APPROVED QUALITY PLAN.
- d. VENDOR TO PROVIDE IDENTIFICATION OF ALL ITEMS AND IDENTIFICATION REPORTS.

4. Commercial Terms

- The price quote by bidder should be inclusive of GST & should be on BHEL HEEP HARIDWAR stores basis.
- Bidder to accept all terms and conditions as per GeM enquiry and GeM latest GTC.
- Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. Warranty Terms

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of **36 months** from the date of receipt.

6. Division between MSE and non MSE L1 will be as below:

If price quoted by MSE vendor is within the price band of L1+15%, then 25% quantity of the respective item (rounded off to nearest number) shall be offered to MSE vendor subject to matching the L1 prices. if the quantity

required is 1 number (as such non-divisible), MSE quoting with in price preference of L1+15% shall be offered 100% quantity subject to matching the L1 prices.

7. Payment term:

- i. **For Non-MSME bidders:** 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 90 days from the date of receipt subject to submission of non-discrepant documents. (MSME means Micro, Small & Medium Enterprises) (THIS IS IN SUPERSESSION OF 10 DAYS' TIME AS PROVIDED IN CLAUSE 12 OF GEM GTC).
- ii. **FOR MSE BIDDER:** For MSEs (covered under MSME Act), 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 45 days from the date of receipt subject to submission of non-discrepant documents OR as prescribed in the relevant act. Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists /Dealers / Traders etc. for the items offered but not manufactured by themselves."
- iii. **FOR MEDIUM ENTERPRISES:** 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 60 days from the date of receipt subject to submission of non-discrepant documents as per terms and conditions of Purchase Order.
- iv. Please note that vendor to adhere to the payment terms as per above. No deviation in payment terms shall be accepted. Vendor to submit their offer accordingly.

8. Conflict of Interest among Bidders/ Agents

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) They have controlling partner (s) in common; **or**
- b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) They have the same legal representative/agent for purposes of this bid; **or**
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/_sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal;

or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions

would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.”

9. Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website <https://www.bhel.com/guidelines-suspension-businessdealings-Suppliers contractors>

10. The offers of the bidders who are under hold/suspension/debarred as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

1.1 Integrity commitment, performance of the contract and punitive action thereof:

1.2 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.3 Commitment by Bidder/ Supplier/ Contractor:

1.3.1 The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.3.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.3.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

11. Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:

- i. from dues available in the form of Bills payable to defaulted supplier against the same contract.
- ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit

- iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short closure, etc., will be applied as per provisions of the contract.

12. BIDDER SHALL SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH THEIR BID FOR VENDOR CODE CREATION:

- 1. A. COPY OF PAN CARD B. COPY OF GSTIN C. COPY OF MSE CERIFICATE

- 13. Data sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. buyers can match and verify the data sheet with the product specifications offered. in case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 14. While generating invoice in gem portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
- 15. Rest terms and conditions shall be as per GEM (Latest Version- applicable at the time of issuance of enquiry).

Annexure-NDA

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this "Agreement") entered into on this day of June, 20.. (the "Effective Date")

By and Between

Bharat Heavy Electricals Limited (a Public Sector Undertaking of Government of India), a company incorporated under the Companies Act, 1956 and having its registered office at having its registered office at "BHEL House", Siri Fort, New Delhi - 110 049, India (hereinafter referred to as "BHEL" of which the expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) (hereinafter referred to as "BHEL").

And

ABC, a Company incorporated under the laws of and having its registered office at (hereinafter referred to as "ABC").

The party who is receiving information would be referred as Receiving Party and the party who is disclosing information would be referred as Disclosing Party, as the context requires.

WHEREAS

- (A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for _____, for the purpose ofproducts in India ("the Purpose");
- (B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;
- (C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and
- (D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

NOW, THEREFORE and in consideration of the promises made herein, their mutual and individual interests, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

Annexure-NDA

1. **PURPOSE:** Purpose to be mentioned here.
2. **DISCLOSING PARTY.** means a Party that discloses the confidential information to the other party under this agreement.
3. **RECEIVING PARTY** means a Party that receives the confidential information from the other party under this agreement.
4. **Confidential Information**
 - (a) Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be "Confidential Information" for the purposes of this Agreement.
 - (b)
 - (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.
 - (ii) Confidential Information includes information disclosed by the Disclosing Party or by any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.
 - (c) Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party:
 - (1) is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
 - (2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;
 - (3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party; or

Annexure-NDA

(4) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.

(d) Notwithstanding any other provision of this Agreement, the Receiving Party shall be permitted to disclose Confidential Information if such disclosure is in response to a valid order of a court or other governmental body, provided, however, that the Receiving Party shall be required to give prior notice in writing to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order including that the Confidential Information so disclosed be used only for the purposes for which the order was issued;

5. Disclosure

In consideration of the disclosure of Confidential Information by the Recipient hereby agrees to:

- (a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;
- (d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;
- (e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;
- (f) not disclose any Confidential Information received by it to any third party; and
- (g) not to copy or reverse engineer any such Confidential Information.
- (h) not to use the Confidential Information for any purpose other than the Transaction.
- (i) not use the information for any scientific research or any other research.
- (j) Confidential information does not include information:
 - a. Which is generally available to the public other than as a result of a breach of this Agreement; or
 - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder; or

Annexure-NDA

- c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions: or
 - d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
 - e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended
- (k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty whether express or implied, as to the accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

Each Party will comply with all applicable data protection laws and regulations. Where applicable in particular if one Party receives access to and processes personal data on behalf of the other party in connection with this Agreement and such processing agreement, the Parties will enter into any required data processing or other data protection agreement

6. Restriction on Use

- (a) The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:
 - (i) disclose the Confidential Information to any third party; or
 - (ii) use the Confidential Information for any purpose other than the permitted Purpose.
- (b) The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.
- (c) The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.
- (d) The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of the Disclosing Party.

Annexure-NDA

(e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

7. Protection of Confidential Information

- (a) The Receiving Party represents and warrants that it shall protect the Confidential Information received with utmost care and diligence.
- (b) All Confidential Information shall be promptly returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

8. No Further Warranties

The Confidential Information shall be disclosed on an "as is" basis only and without any warranties of any kind, including but not limited to, warranties of merchantability or fitness for a particular purpose.

9. No Further Business Arrangement

Nothing contained herein shall be construed to obligate either Party to enter into any further agreements with each other. This Agreement does not create any other business arrangement, including but not limited to any partnership, agency or joint venture, between the Parties.

10. Term

The term of this Agreement shall commence on the Effective Date and valid for the period of two (2) years. The Disclosing party shall have a right to terminate this Agreement by giving a written notice of 30 days to the Receiving Party. However, the Receiving Party obligation to protect and restrict the use of Confidential Information under this Agreement shall continue until such time as the Disclosing Party discloses it to the public or when it otherwise becomes part of the public domain through no action of the Receiving Party.

11. Injunctive remedy

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the

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Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the affected Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The affected Discloser shall be entitled to recover all its damages, costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

12. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

13. Notice of Breach

Recipient shall notify the Disclosers immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives, or any other breach of this Agreement by Recipient or its Representatives, and will cooperate with efforts by the Discloser regain possession of Confidential Information and prevent its further unauthorized use.

14. Survival

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The provisions of Clauses 8, 9 & 10 of this Agreement, and the rights and obligations contained there under shall not terminate upon termination of this Agreement.

15. Governing Law & Dispute Resolution

The contract shall be governed by the Law for the time being in force in the Republic of India. Civil Court having original Civil Jurisdiction at (name of Place) shall alone have exclusive jurisdiction in regard to all matters in respect of this agreement.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to arbitration. The arbitration shall be conducted by three arbitrators, one to be appointed by each of the Parties and a third arbitrator to be appointed by the mutual consent of the two arbitrators so appointed by the Parties.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be _____(the place from where the contract is issued)

16. No Publication

Neither Party shall disclose, publicise or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other Party, except as may be required by law.

17. Miscellaneous

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

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- (c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- (d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.
- (e) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

18. Notices

All notices, documents, consents, approvals or other communications (a "Notice") to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail to the person at the address specified herein below, or by telex, facsimile or other electronic means in a form generating a record copy to the party being served at the relevant address for that party shown herein below. Any Notice sent by mail shall be deemed to have been duly served on receipt of delivery confirmation. Any Notice sent by telex facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

Notice if to:

BHEL, then to,

Phone :

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Fax :

E-mail :

ABC, then to,

(Name)_____

(Designation)_____

Phone :

Fax :

E-mail :

19. Counterparts, Telefax Signatures

This Agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document.

IN WITNESS WHEREOF, of their Agreement to the terms and conditions contained herein, the undersigned have caused this Agreement to be executed by their duly authorized representatives:

For Bharat Heavy Electricals Limited	For ABC
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Signature:	Signature:
Name:	Name:
Designation:	Designation: