



BHARAT HEAVY ELECTRICALS LIMITED (BHEL)
INTERNATIONAL OPERATIONS DIVISION, NEW DELHI

BHEL BIDDING DOCUMENT NO.: X/BHEL/IO/Trans/2021

Date of Issue: 23.08.2021

Closing Date: 14.09.2021; 14:00 hours

BIDDING DOCUMENT
FOR
FRAMEWORK AGREEMENT FOR TRANSLATION SERVICE FOR
DOCUMENTS
(FRENCH TO ENGLISH & ENGLISH TO FRENCH)
(OPEN TENDER)





BIDDING DOCUMENT FOR FRAMEWORK AGREEMENT FOR TRANSLATION SERVICE FOR DOCUMENTS (FRENCH TO ENGLISH & ENGLISH TO FRENCH).

1.0 INTRODUCTION

Bharat Heavy Electricals Limited (BHEL) is a Government of India Undertaking & is India's largest power generation equipment manufacturer, having its registered office at BHEL House, Siri Fort, New Delhi - 110049, India.

BHEL - International Operations Division (IOD), 5th Floor, Integrated Office Complex, Lodhi Road, New Delhi 110003 (hereinafter referred to as either BHEL or BHEL-IOD) hereby, through this bidding document invites bids under single stage, two part bid system (Part-I: Techno-commercial bid & Part-II: Price bid) for Framework Agreement for translation service for documents (French to English & English to French) in accordance with details below. BHEL will enter into Framework Agreement for the subject works with single party only.

2.0 CONTRACT PERIOD

The Framework Agreement period will be valid for the financial years 2021-22 (balance portion) & 2022-23 (i.e. up to 31st March'23) & extendable up to 3 months, on the same rates, terms & conditions, at sole discretion of BHEL. Individual Work Orders will be placed by BHEL for the translation works, within the validity period of the Framework Agreement at prices & terms & conditions finalised through this bidding procedure & as agreed in the Framework Agreement.

3.0 BRIEF SCOPE OF WORK

Financial Year	Number of Words (approximate)	
	French to English	English to French
2021-22	1,75,000 (One Lac Seventy Five Thousand)	3,50,000 (Three Lac Fifty Thousand)
2022-23	2,50,000 (Two Lac Fifty Thousand)	2,00,000 (Two Lac)

- a) The quantities indicated above are tentative & actual translation work under the Framework Agreement can vary from the above mentioned quantities in each category and / or in the individual financial years and / or in the overall period of the Framework Agreement. Also, there is no minimum guarantee of quantum of translation work that will be awarded under the Framework Agreement.
- b) Bidders have to bid for both French to English & English to French translation. Bidders bidding only for either of them will be rejected.
- c) The term “documents” in the context of this bidding process & the Framework Agreement will include all documents that will be given by BHEL for translation including (but not limited to) word/excel/pdf/handwritten documents, emails, faxes, printed material, brochures, manuals, letters, drawings etc. Drawings will be provided either in pdf format or in AutoCAD format & the translated version will be required in corresponding format. For pdf format drawings, text boxes inserted in the pdf drawing with translated text will be acceptable.



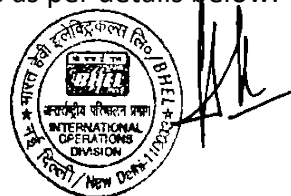


4.0 EARNEST MONEY DEPOSIT, SECURITY DEPOSIT, MODE OF SUBMISSION, TIMELINES FOR CLARIFICATIONS, BID SUBMISSION & BID OPENING

I.	Bidding Document & addendums, clarifications (if any)	Published on: a. BHEL's website: www.bhel.com b. Govt. of India's Central Public Procurement Portal (https://eprocure.gov.in/)
II.	Earnest Money Deposit (EMD)	NIL
III.	Security Deposit (SD)	NIL
IV.	Mode of Bid Submission	Electronic only: Only by email
V.	Last Date & time of submission of Bids	Date: 14.09.2021 Time: 14:00 Hrs If the date of bid submission mentioned above happens to be BHEL holiday, the next working day shall be implied.
VI.	Date, time & address for Bid Opening (Part I of the bid)	14.09.2021 at 14:30 hours Conference Room, 5 th Floor, BHEL, Integrated Office Complex, Lodhi Road, New Delhi 110003.
VII.	Date, time & address for Bid Opening (Part II of the bid)	Will be intimated later
VIII.	Clarifications on the Bidding Documents / Procedure	Clarifications, if any, required by the bidders should be submitted ONLY by email to padlakha@bhel.in with a copy to abhitabh@bhel.in , no later than 10 (ten) days before the last date of bid submission. BHEL will respond to the clarification requests received before the specified time. BHEL's response will be provided no later than 5 (five) days before the last date of bid submission. BHEL's response to the clarification requests (without revealing the identity of the requesting bidder) will be posted on BHEL's website (www.bhel.com)

A. Bid submission & opening:

- a) Bid Submission: Bids will be submitted & accepted only in electronic format (by email). Bids have to be submitted in two separate parts: Part I (Techno-commercial bid) & Part II (Price bid). Both Part I & II to be submitted BY SINGLE EMAIL ONLY to the email id & as per details below.
- Part I bid (Techno-commercial bid): to be sent ONLY by email & ONLY to padlakha@bhel.in before/by the bid submission date & time.
 - Part I bid (Techno-commercial bid) should be password protected & the password is to be split into 2 (two) sections & each section of the password is to be sent before/by the bid submission date & time, by separate emails as per details below:

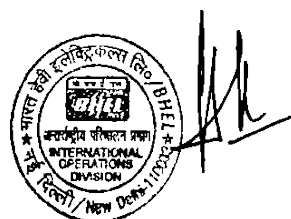




- Section 1 of the password to be sent by separate email to padlakha@bhel.in ONLY.
 - Section 2 of the password to be sent by separate email to abhitabh@bhel.in ONLY.
- iii. Part II bid (Price bid): to be sent ONLY by email & ONLY to padlakha@bhel.in before/by the bid submission date & time. The Price Bid should be password protected & the password is NOT to be sent along with the bid. Password for opening Part II bid will be taken from the qualified bidders by BHEL, for which date & time will be notified separately through email by BHEL.
- iv. Part I of the bid should NOT contain the price. Price is to be submitted ONLY in Part II of the bid. BHEL will not be liable for any pre-mature disclosure of price due to bidder/s quoting prices in Part I of their bids and / or due to bidder/s not following the password protection procedure described above.
- b) Bid Opening: Part I (Techno-commercial bid) will be opened on the specified bid opening date & time, in presence of bidders who choose to attend the bid opening at BHEL- IOD office. During Part I bid opening, the names of the bidders who have submitted the bids will be announced & recorded. All late bids will be rejected & their names announced & recorded. Part I bids will be evaluated by BHEL for compliance & responsiveness to the qualification criteria & terms & conditions specified in the bidding documents & Part II bids of only those bidders who qualify in evaluation of Part I bids, will be opened. Date & time for opening of Part II bids, will be intimated separately by BHEL to all the bidders whose Part I bid qualifies in the evaluation by BHEL. Bidders whose Part I bid does not qualify in the evaluation, will also be intimated separately by BHEL about the outcome of their Part I bid evaluation. Bid opening can also be conducted through online mode i.e. video conference (VC). Information for video conference will be intimated by BHEL 3 days in advance of bid opening date & VC details will be provided by BHEL one day before the bid opening date.

5.0 QUALIFICATION CRITERIA FOR PART I BID

- a) General Qualification Criteria: The bidder must be company registered in India & with principal place of business as India.
- b) Financial Qualification Criteria: The average annual audited turnover of the bidder for last 3 (three) financial years shall not be less than INR 6,50,000 (INR Six Lac Fifty Thousand Only). Bidders should submit along with their Part I bids, a table showing year wise audited turnover for last 3 (three) financial years & the average of the same. Bidders should also submit along with their Part I bids, audited copy of Profit & Loss and Balance sheet for last 3 (three) financial years showing their annual turnover.
- c) Experience Qualification Criteria: Bidder must have completed a minimum of similar translation works (either French to English or English to French) as specified below in last 7 (seven) years from the date of bid submission:





- i. 01 (One) similar completed translation work of \geq INR 17,50,000 (INR Seventeen Lac Fifty Thousand Only) value, or
- ii. 02 (Two) similar completed translation works of \geq INR 11,00,000 (INR Eleven Lac Only) value each, or
- iii. 03 (Three) similar completed translation works of \geq INR 8,80,000 (INR Eight Lac Eighty Thousand Only) value each.

d) Bidders should submit along with their Part I bids, documents establishing their qualification as above to the satisfaction of BHEL (copy of Customer order, completion certificate etc).

6.0 **DELIVERY**

S.No.	Work Description	Delivery
(i)	French to English translation work (documents)	25 pages / day
(ii)	English to French Translation work (documents)	25 pages / day
(iii)	Drawings (French to English & English to French)	A0 size: 2 drawings / day A1 size: 2 drawings / day A2 size: 2 drawings /day A3 size: 2 drawings / day A4 size: 2 drawings /day

- a) Bidders should confirm acceptance of the above delivery period in the Checklist to be enclosed along with Part I of their bid.
- b) Delivery period in accordance with above, will be specified by BHEL in the individual Work Orders placed by BHEL under the Framework Agreement.
- c) BHEL reserves the right to relax the delivery requirements at its sole discretion, for the individual Work Orders issued under the Framework Agreement.

7.0 **LIQUIDATED DAMAGES (LD) RATES FOR DELAY IN TRANSLATION WORK:**

- a) LD rates for delay beyond the specified delivery schedule: 5% of translation price of undelivered pages per day of delay, subject to maximum of 50% of translation price of undelivered pages.
- b) If the maximum LD is reached, BHEL reserves the right to terminate the individual Work order or continue with the individual Work Order. If the Work Order is terminated by BHEL due to above reason, no payment for the delayed portion will be admissible to the Vendor and BHEL will have the right to get the balance outstanding work executed from any other agency at the risk and cost of Vendor. If BHEL decides to continue with the Work Order, BHEL will deduct the LD from any payment that may be due to the Vendor under the Framework Agreement. The decision whether to terminate or continue with the individual Work Order will be at the sole discretion of BHEL, without any need for BHEL to provide any reason/justification for the same. Further, BHEL will have the sole discretion to waive of the applicable LD.





8.0 EVALUATION CRITERIA FOR PART I BID

- a) Bidders should meet all the General, Financial & Experience Qualification Criteria specified above & submit satisfactory supporting documents to qualify in Part I bid evaluation. Offer of bidders, who do not meet the above qualification criteria and/or who do not submit satisfactory supporting documents, will be rejected & not considered for further evaluation. It is clarified that the supporting documents submitted by the bidders, should be to the satisfaction of BHEL & BHEL may accept or reject the same or ask for more supporting documents, at its sole discretion.
- b) Bidders should also specifically provide confirmation to meet the delivery requirements as stated above in Part I bid. If the bidder does not confirm to meet the delivery requirement, their offer will be rejected & not considered for further evaluation. No benefit will be given in the evaluation for delivery earlier than the delivery period specified in the bidding document.
- c) Bidders should confirm acceptance of the LD rates specified in the tender, in the Checklist to be enclosed along with Part I of their bid, failing which, their offer will be rejected & not considered for further evaluation.

9.0 EVALUATION OF PART II BID

- a) Part II bids of only those bidders who qualify in evaluation of Part I bids, will be opened & evaluated. The evaluation of Part II bids shall be carried out as below:

Sl.	Description	Price in INR / word (excluding taxes)	Weightage %	Weighted Prices
	PART - A			
1	French to English	X	40%	0.40X
	PART - B			
2	English to French	Y	60%	0.60Y
Weighted Average Quoted Prices in INR (Z)				Z=0.40X+0.60Y

- b) Applicable tax/es & duty/ies etc (if any & as quoted by the vendor), will be added to the above calculated Weighted Average Quoted Price to arrive at the lowest bid price.

10.0 PAYMENT TERMS:

- a) No advance payment is admissible under the Framework Agreement or against individual Work Orders placed under the Framework Agreement.
- b) 100% payment (after adjustment of LD Charges, if any) will be done within 30 days from submission of compliant invoice by the vendor. Consolidated invoice will be raised only once in a month (end of every month) for completed work against individual work orders. Invoice can be raised by the vendor only for works which are completed by the vendor & the completed work is accepted by BHEL.





11.0 TECHNICAL REQUIREMENT

- a) All translated material to be accompanied by undertaking of “Certified True Translation” from the vendor on its letterhead & signed by an authorised representative of the official.
- b) BHEL may provide the material for translation either in soft copy (editable or scanned) or in hard copy (except drawings, which will either be in soft form i.e. either editable or scanned) to the vendor. All translated material should be provided to BHEL by the vendor in editable format, wherever possible.

12.0 PRICE FORMAT

- a) Bidders shall submit their price bid in the following format in Part II of their bid on their letterhead & signed by its authorised signatory :

Sl.	Description	Price in INR / word	Applicable Taxes
	PART - A		
1	French to English		
	PART - B		
2	English to French		

- b) The price quoted by the bidders should be firm for the entire duration of the Framework Agreement & the individual Work Orders place under the Framework Agreement. Bidders should confirm this in the Checklist to be enclosed along with Part I of their bid.

13.0 AWARD OF CONTRACT

The bidder having the lowest bid price (Weighted Average Quoted Price + Applicable taxes & duties) & meeting the qualification criteria & delivery requirement as specified in this document, shall be invited to enter into a Framework Agreement with BHEL as per the terms & conditions of this bidding document or as may be agreed during the bidding process. The award will be at the prices quoted by the successful bidder & these prices will remain valid for the entire duration of the Framework Agreement or till the work against all the individual work orders issued under the Framework Agreement is completed, whichever is later. Taxes & duties will be paid by BHEL, over & above the award price, as per the prevailing rates.

14.0 GOVERNING LAW

The contract shall be governed by the Laws of India. The Civil Court having original Civil jurisdiction at Delhi shall alone have exclusive jurisdiction in regard to all claims/disputes in respect of the contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract.

15.0 ARBITRATION

- a) In case the Framework Agreement is with private party, the following shall be applicable:





- i. 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 Framework Agreement or the respective rights & liabilities of the parties or in relation to interpretation of any provision of the Framework Agreement or in any manner touching upon the Framework Agreement, then either party may by 15 days advance notice in writing to the other party, refer such dispute or difference to the arbitration of the sole arbitrator, to be appointed by Head of International Operations Division, BHEL, New Delhi. The arbitrator shall pass a reasoned award & the award of the arbitrator shall be final & binding upon the parties. Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof & the Rules made thereunder & for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi & the language of arbitration will be English. The cost of arbitration shall be borne as per the award of the arbitrator. Work under the Framework Agreement shall be continued by the vendor during the arbitration proceedings.
- b) In case the Framework Agreement is with Public Sector Enterprise (PSE) or a Government Department/Organization, the following shall be applicable:
 - i. In the event of any dispute or difference relating to the interpretation & application of the provisions of the commercial contract(s) with PSE or Government Department/Organization, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

16.0 TERMINATION OF CONTRACT:

BHEL reserves the right to foreclose or terminate the Framework Agreement in its entirety or any individual work order issued under the Framework Agreement, at its sole discretion, anytime during the term of the Framework Agreement, by means of a written notice to that effect, without assigning any reason whatsoever & without any adverse financial implications or adverse claims against BHEL.

17.0 TERMS & CONDITIONS

- a) Bidders to confirm in the checklist to be attached in Part I bid that their bid is valid till 90 days from the date of bid submission. Bids with validity period less than the required validity period will be rejected.
- b) Vendor shall not raise any bill for figures/numerals appearing in the original/translated text, except in case of figures where punctuation has different meanings in the two language systems. For example, in case of decimals, a comma in French need to be converted into a full stop in English & vice-versa.
- c) The header & footer shall be counted only on the first page only & not on subsequent pages of a particular document.





- d) Confidentiality of the documents & drawings given by BHEL for translation & the translated documents & drawings has to be ensured by the vendor. The vendor will be required to enter into a Non-Disclosure Agreement (NDA) with BHEL, generally as per the attached suggested format, within 10 working days from the date of award of contract, failing which the award may be terminated.
- e) The offer should be signed by a person duly authorised to do so. The authority to sign the bid on behalf of the bidder shall be evidenced through a notarised Power of Attorney in favour of signatory on non - judicial stamp paper of minimum value of INR 100 (INR One Hundred Only), which shall be enclosed with Part I of the bid.
- f) Bidder should submit PAN & GST registration certificate along with bid.
- g) Deviations if any, should be submitted by the bidder along with the bid (in Part I or Part II of the bid, depending on which part the deviation is related to), specifying the clause no. of the bidding document against which the deviation is sought along with reason justifying the deviation.. Acceptance or rejection of the deviations will be at the absolute sole discretion of BHEL, without the need to provide reason for the same to the bidder. Bidders will be given an opportunity to furnish clarifications / documents on its deviations, if so required by BHEL, within a cut-off date (to be specified in BHEL's request). Bidders will also be given an opportunity to withdraw deviations which are not accepted by BHEL, within a cut-off date (to be specified in BHEL's request). It may please be noted that no deviations will be allowed & accepted on specified Qualification criteria (both for Part I & II of the bid), specified Delivery, specified Payment Terms, specified Liquidated Damages Rates for delay in translation services. Bidders are encouraged to seek clarifications, if any, on the bidding documents from BHEL within the stipulated time for seeking clarifications, to avoid / minimise deviations.
- h) BHEL reserves the rights to reject any or all proposals, wholly or partially or to terminate the bidding process at any time before award, without assigning any reasons whatsoever. The rights of acceptance of proposals will rest with BHEL & BHEL is not bound to accept the lowest or any proposal.
- i) The documents & drawings to be translated may be available in hard copy, PDF, MS-Word, Excel & Auto CAD format or any other format & no extra payment will be made to the vendor for their conversion, if any.
- j) In case the vendor doesn't turn up after entering into the Framework Agreement, or, does not accept the work awarded to him within the Framework Agreement period, or, leaves the work in between (within the Framework Agreement period), BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of the vendor. The additional cost for the same, if any, will also be recovered by BHEL from the vendor.
- k) Attached checklist should be filled up by the bidders & attached along with Part I of their respective bid.





CHECKLIST TO BE SUBMITTED BY THE BIDDER IN PART I OF THEIR BID

(Checklist for BHEL bidding document no.: X/BHEL/IO/Trans/2021 for Framework Agreement for Translation Service for Documents:
French to English & English to French)

Name of the Bidder:

Bidder's bid no.:

Bidder's bid date:

DOCUMENTS FOR PART I (TECHNO-COMMERCIAL) BID					
A	SI	Bidding Document Clause no.	Description	Document required to be submitted with bid	Submitted (Yes / No)
	1	5 (a)	The bidder must be company registered in India & with principal place of business as India.	Company registration certificate	
	2	5 (b)	Financial Qualification Criteria: The average annual audited turnover of the bidder for last 3 (three) financial years shall not be less than INR 6,50,000 (INR Six Lac Fifty Thousand Only).	A signed table on bidder's letterhead, showing year wise audited turnover for last 3 (three) financial years) & the average of the same.	
	3	5 (b)	Financial Qualification Criteria: The average annual audited turnover of the bidder for last 3 (three) financial years shall not be less than INR 6,50,000 (INR Six Lac Fifty Thousand Only).	Self-attested copy of audited Profit & Loss and balance sheet for last 3 (three) financial years showing annual turnover.	





4	5 (c)	<p>Experience Qualification Criteria: Bidder must have completed a minimum of similar translation works (either French to English or English to French) as specified below in last 7 (seven) years from the date of bid submission:</p> <ul style="list-style-type: none">i. 01 (One) similar completed translation work of not less than \geq INR 17,50,000 (INR Seventeen Lac Fifty Thousand Only), orii. 02 (Two) similar completed translation works of not less than \geq INR 11,00,000 (INR Eleven Lac Only) each, oriii. 03 (Three) similar completed translation works of not less than \geq INR 8,80,000 (INR Eight Lac Eighty Thousand Only) value each.	<p>Bidders to submit along with their Part I bids, self-attested documents establishing their qualification to the satisfaction of BHEL (copy of Customer order, completion certificate etc).</p>	
5	17 (a)	<p>Confirmation by the bidder that their offer is valid till 90 days from the date of bid submission.</p>	--	
6	17 (e)	<p>Authorised signatory to sign the bid</p>	<p>Notarised Power of Attorney on non-judicial stamp paper of minimum value of INR 100/- (in original)</p>	
7	17 (f)	<p>PAN & GST registration</p>	<p>Copy of PAN & GST registration</p>	
8	17 (g)	<p>Deviations (if any)</p>	<p>On bidder's letterhead, signed by the authorised signatory & specifying</p>	





			the clause no. of the bidding documents against which deviation is sought & reason for the same with justification.	
B	DOCUMENTS FOR PART II (PRICE) BID			
Sl	Bidding Document Clause no.	Description	Document required to be submitted with bid	Submitted (Yes / No)
1	12	Price bid in specified format	Price bid in specified format on bidder's letterhead & signed by its authorised signatory.	
C	TERMS & CONDITIONS			
Sl	Bidding Document Clause no.	Description	Document required to be submitted with bid	Accepted (Yes / No)
1	2	Confirmation for accepting extension of the Frame Agreement on the same rates, terms & conditions, for a period 3 months beyond the validity of the Framework Agreement, if so decided by BHEL.	--	
2	3 (b)	Bid is submitted for both French to English & English to French translation.	--	
3	6 (a)	Acceptance of the specified delivery period.	--	
4	7	Acceptance of specified liquidated damages (LD) rates for delay in translation work	--	
5	10	Acceptance of specified payment terms	--	





6	11 (a)	Confirmation to provide undertaking of "Certified True Translation" on vendor's letterhead & signed by an authorised representative of the official for each translation.	--	
7	12 (b)	The quoted prices are firm for the entire duration of the Framework Agreement & the individual Work Orders placed under the Framework Agreement.	--	
8	17 (d)	Confirmation to sign Non-Disclosure Agreement generally as per the attached suggested format, within 10 working days from the date of award of contract.	--	



(Parveen Adlakha/Manager)

Name & Signature of the Authorised Signatory:

Date: 23.08.2021

Place: New Delhi



(Suggested Format)

NON – DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement** (“**Agreement**”), which expression shall unless it be repugnant to the subject or context thereof, include all schedules and amendments thereof made from time to time, is made on the date set out in Schedule 1 hereof (the “**Effective Date**”) between

BHARAT HEAVY ELECTRCIALS LIMITED, a company incorporated under the companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi – 110049, India and International Operations Division office at 5th Floor, Integrated Office Complex, Lodhi Road, New Delhi – 110003, India (“**BHEL**” / “**Disclosing Party**”), which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the One Part.

And

....., a company registered under the provisions of the, and having its Registered Office at (the “**Receiving Party**”), which expression shall, unless it be repugnant to the subject or context thereof or as the context may permit or require, include any or each of them and survivor(s) of them or the partner(s) from time to time, employee, affiliates, agents, successors, professional advisors and their respective heirs, legal representatives, executors, administrators and permitted assigns of the Other Parts.

The Disclosing Party & the Receiving Party are hereinafter collectively referred to as “**Parties**” & individually as “**Party**”,

PREAMBLE

- i. Parties will be entering into Framework Agreement for translation service for documents (*French to English & English to French*) which will be valid till 31st March’23 (*extendable up to another 3 months*) at pre agreed prices & terms & conditions. Under the Framework Agreement, BHEL will be issuing individual Work Orders to the receiving party for translation works. The Framework Agreement together with all the individual Work Orders under the Framework Agreement, are hereinafter referred as the “**Contract**”. BHEL will be providing to the Receiving Party documents, including drawings (hereinafter referred as “**Documents**”) for carrying out translation (from French to English or English to French, strike whichever is not applicable) (hereinafter referred as “**Purpose**”).
- ii. BHEL intends that the aforesaid Documents and / or information about the Documents and / or contents of the Documents, be kept confidential and the Receiving Party undertakes and declares that it shall not divulge, publish or reproduce the same except in accordance with the terms of this Agreement.

Therefore, in consideration of BHEL making available the Documents to the Receiving Party, the Parties agree as follow

1. The Receiving Party hereby agrees that all the Documents made available to the Receiving Party by BHEL, whether in physical or electronic form, under the Contract, for the Purpose, after the effective date of the Contract, shall be treated as absolute secret & the Receiving Party shall not disclose to any person such Documents and / or





information about the Documents and / or contents of the Documents, otherwise than in accordance with the terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such Documents and / or information about the Documents and / or contents of the Documents, in accordance with the terms hereof.

2. The Receiving Party shall not, without the prior written consent of BHEL, display or disclose all or any part of the Documents and / or information about the Documents and / or contents of the Documents, in any manner or circumstances whatsoever, to any person or any third party and all Documents shall be used by the Receiving Party, directly or indirectly solely for the intended Purpose. The Receiving Party shall not use the Documents and / or information about the Documents and / or contents of the Documents, in any way detrimental to BHEL.
3. Without limiting the above, the Receiving Party further undertakes:
 - a. To limit the access to the Documents and / or information about the Documents and / or contents of the Documents, solely to those of its Partners, officials or employees who have reason to require access;
 - b. To ensure that each of such Partners, official or employee referred to in Clause 3 (a) hereinabove, to whom the Documents and / or information about the Documents and / or contents of the Documents, is / are disclosed, observes strictly, the restrictions as to use and disclosure contained herein;
 - c. To take all steps necessary to protect the secrecy of the Documents and / or information about the Documents and / or contents of the Documents, from falling into the public domain or into the possession of unauthorized persons.
4. The restriction on use and disclosure set out above shall not apply to any Documents and / or information about the Documents and / or contents of the Documents, which at the date of its disclosure by the Disclosing Party to the Receiving Party, is public knowledge or which subsequently becomes public knowledge other than by way of a breach of the terms of the Agreement; or, was available to the Receiving Party prior to its disclosure by the Disclosing Party to the Receiving Party under the terms of the Agreement; or is required to be disclosed by way of a legal process regulation or Government order, decree, regulation or rule; provided herein after that for the purposes of the above section, such circumstances as defined above shall be tangibly proved to satisfaction of BHEL in order to qualify as an exception under this category.
5. The Receiving Party agrees that all Documents shall remain the property of BHEL and that BHEL may use such Documents for many purposes without any obligation to the Receiving Party. Nothing contained herein shall be construed as granting or implying any transfer to rights to the Receiving Party in the Documents.
6. The Receiving Party shall immediately notify BHEL of any known / suspected breaches of the Agreement & shall give BHEL full cooperation for any remedial measures.
7. If either Party decides that it does not wish to proceed with the Contract, such Party will promptly advice the other Party & the Receiving Party shall forthwith return to BHEL / destroy all Documents (on BHEL's instructions) and shall not retain any copies the Documents or part of the Documents, in any form whatever.
8. The Receiving Party hereby agrees to indemnify and hold BHEL harmless from and against any claim and loss or damages liability (including the legal fees) arising out of or in connection with any unauthorized or any other breach of the terms and





conditioning contained in this Agreement. This clause shall survive the termination or expiration of this Agreement.

9. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause BHEL irreparable damages for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that BHEL or its nominee (in BHEL's sole discretion) shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or its employees/officials, or otherwise to protect its rights, under this Agreement.
10. In the event the Receiving Party is required to disclose the Documents and / or information about the Documents and / or contents of the Documents, upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify BHEL of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with BHEL on action or steps to be taken in response to such request.
11. This Agreement shall be binding upon and shall inure for the benefit of the heirs (if applicable), successors and assign of the Parties hereto.
12. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Documents and shall not be waived, amended or assigned by either Party except by prior written consent of the other Party. No failure or delay by any party in exercising any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege, shall operate as a waiver thereof. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
13. If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.
14. This Agreement, the relationship between the Parties and all rights and obligations arising from any act done or required to be done under this Agreement and the terms herein shall be governed by and construed in accordance with the Laws of India. The courts at Delhi shall have the exclusive jurisdiction to try any matters arising out of or in connection herewith.
15. Nothing in this Agreement shall obligate either Party to consummate any transaction discussed as a result hereof.
16. This Agreement shall become binding on the Parties from the Effective Date and shall be in force such Tenure as specified in Schedule 1. The Agreement can be terminated at a date prior to the happening of the aforesaid events by mutual consent of the Parties. Notwithstanding anything contained herein, the obligations of Receiving Party under this Agreement to retain secrecy of the Documents and / or information about the Documents and / or contents of the Documents, shall however survive and be continuing until the Documents and / or information about the Documents and / or contents of the Documents, is no longer confidential and is in public domain without any breach of the terms and conditions hereof by the Receiving Party.
17. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or speed/ registered post or courier or email or facsimile at the address as





specified in Schedule 1 hereto. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by speed/registered post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by email, when sent (on delivery receipt of successful receipt at email address) and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

SCHEDULE 1

1. Effective Date: day of, 202.....
2. Tenure: 5 Years
3. Address for Notices:

BHEL:

Name: [Name of Dealing official]

Address: International Operations Division, 5th Floor, Integrated Office Complex, Lodhi Road, New Delhi - 110003

Facsimile Number: 011- 24367130; Email id:@bhel.in

Receiving Party:

[Name, address, contact details & email of Receiving Party]

IN WITNESS WHEREOF this Non-Disclosure Agreement is signed & executed by the two Parties.

For and on behalf of **BHEL**

For and on behalf of [name of Translation Firm]

Signature:

Name: [name of Dealing Official]

Title:

Date:

Place: New Delhi, India

Signature:

Name:

Title:

Date:

Place:

