

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Bharat Heavy Electricals Limited



CORPORATE DIGITAL TRANSFORMATION

2nd Floor HRDI Building Sector-16A

Noida - 201301

Request for Proposal

FOR

Procurement of CPMS and Mobile app services for 55 EV Chargers along Delhi-Chandigarh Highway

Consist of

**Technical Conditions of Contract
(Instructions and Guidelines to Bidder)**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Ref. No.: AA:CDT:EV (2022)

Date: 29th December 2022

To,

Sub: Enquiry for Procurement of CPMS and Mobile app services for 55 EV Chargers along Delhi-Chandigarh Highway

Offer (Single Part Bid) is invited for Procurement of CPMS and Mobile app services for 55 EV Chargers along Delhi-Chandigarh Highway as per the terms and conditions of this RFP.

The bidder is expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to submit your response, complete in all respect, in requisite format with all necessary enclosures, may result in rejection of the bid as decided by the BHEL. BHEL's decision in this regard shall be final and binding.

Please ensure that your response is delivered on or before **20.01.2023 at 14:00 hrs**. The bid will be opened on the same day at 16:00 hrs.

Bids (**PAPER TENDER FORMAT/HARDCOPY**) shall be addressed to:

Sr.Engineer (CDT)
Bharat Heavy Electricals Limited,
CDT Hall, 2nd Floor HRDI Building Sector-16A
Noida – 201301

Email (for receiving queries only before 10.1.2023) :
naveensharma@bhel.in
Neeraj.meena@bhel.in
atul.vyas@bhel.in

01202416483/6470 – contact number

Thanking you,
Yours faithfully,
For and on behalf of BHEL

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General Instructions to Bidders

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	29-12-2022
2	Last date of receiving queries from bidder	10-01-2023 through email
3	Last date and time for submission of bid	20-01-2023: 14:00 hrs, at CDT, Noida
4	Bid opening (tentative date)	20-01-2023: 16:00 hrs, at CDT, BHEL Corporate office , New Delhi

Introduction:

BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance. The company has been earning profits continuously since 1971-72 and paying dividends since 1976-77.

BHEL manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 16 manufacturing divisions, four Power Sector regional centers, over 100 project sites, eight service centers and 18 regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers.

BHEL's vision is to become a world-class engineering enterprise, committed to enhancing stakeholder value. The company is striving to give shape to its aspirations and fulfill the expectations of the country to become a global player.

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1. Synopsis

BHEL has installed 55 no's of EV Chargers of various rating along Delhi-Chandigarh Highway. The complete list, location address details, client name & rating etc. is given in the enclosed **Annexure-I**.

BHEL wants to enter into a Framework Agreement for White Label services (Right to use the application, but not the ownership of the application) of CPMS software & Mobile Application (android and IOS) for EV Chargers installed along Delhi-Chandigarh Highway for a period of one year.

Initially, the order will be placed for 18 chargers. Order for other/remaining chargers (if any), that may go upto 55 nos. will be placed subsequently subject to clearance from clients (M/s IOCL, HTCL & HPCL)

2. Eligibility Criteria (PQR)

S. No.	Eligibility Criteria	Document(s) to be provided
2.1	Average Annual Turnover for the last three Financial years ending 31/03/2022 should be minimum ₹1,84,932/- (excluding other income).	Audited P/L accounts OR Certificate from certified CA for the FY 2019-20, 2020-21 and 2021-22
2.2	The bidder should have successfully completed any one of the following Similar Works in the preceding seven years ending last day of month previous to the one in which applications are invited: i. One similar completed work costing not less than the amount equal to ₹4,93,152/- OR ii. Two similar completed works costing not less than the amount equal to ₹3,08,220/- OR iii. Three similar completed works costing not less than the amount equal to ₹2,46,576 /-	PO/ Letter of Agreement /Letter of Intent (LOI) of similar works and Successful Completion Certificates from Customer (Contact details including email and phone no of the customer).
2.3	The bidder should not be black listed / banned for business dealings by any Govt. authority / department / agency or by any BHEL Unit / Region / Division / Office.	The undertaking on company letter is required by authorized signatory to be competent for the bidding by the company or entity.
2.4	Bidder has to ensure about the solution should be hosted on cloud of Meity empaneled cloud service provider.	Meity empaneled valid license/certificate.

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2.5	The bidder should have valid PAN No. and GST Registration No.	Documentary proof to be submitted
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Note:

- All data shall be verifiable by BHEL.
- 'Similar' Work means services for Charging Point Management System and Mobile Application for EV Chargers.
- BHEL reserves the right to visit bidder's facilities like registered office, Service Centres, etc. or talk to customers/clients to ascertain the capability of the bidder or the veracity of the testimonies at any time during evaluation of the bid.
- In case of unavailability of Audited Copy of Balance Sheet and Profits & loss Account Statements for any of the last 03 Financial Years (i.e. FY 2019-20, FY 2020-21, FY 2021-22), CA certificate for the same shall be furnished. {"Average Annual Financial Turnover" will be equal to the arithmetic sum of the annual turnover of the last 03 Financial Years (i.e. FY 2019-20, FY 2020-21, FY 2021-22), divided by 03} i.e. (F1 + F2 + F3) / 3}.
- PQR evaluation shall be done based on submitted documents and in case required, only additional supporting documents/clarifications within fixed time frame would be sought from the bidder.
- In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2019, 2020 & 2021.
- MSE and Start-ups bidders are given relaxation to 50% of the value in INR for point no: 2.1 & 2.2 of PQR, subject to verification of the supporting documents as per the Government guidelines.

3. Delivery & Commissioning Period:

The solution shall be provided to BHEL within 5 WEEKS from the date of issuance of P.O.
Vendor has to demonstrate the progress on CMS and Mobile application to BHEL after every 10 days from date of acceptance of PO.

4. Service Level Agreement (SLA):

The Service Level Agreement for CMS & Mobile application shall be as per SLA given below:

CMS and Mobile App Availability & Performance:

The performance parameters will be as under:

S. No	Service Level Parameter	Minimum BHEL requirement per quarter
1	Uptime of CMS & Mobile Applications (Android & IOS)	99%

Computation of Availability:

Availability of service shall be assessed by the following formula:

Total outage duration in minutes during the quarter

Uptime = 100 X (1 - -----)

Maximum Available Time in minutes in a quarter*

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* Maximum Available Time (in minutes) in a quarter = No. of days in a quarter X 24 X 60 – (Scheduled Maintenance Time + Downtime attributable to BHEL)

The penalties for non-compliance to SLA will be deducted on quarterly basis from the service charges. The penalty will be calculated as per the following formula:

$$\text{Penalty} = F \times (H \times D)$$

Where,

F = Multiplication Factor as per table given below.

H = Minute wise CMS and Mobile application charges

(i.e. Quarterly charges/ Total number of minutes in the quarter)

D = Downtime in minutes

S.No.	Uptime	Multiplication Factor
1	≥ 99	0.00
2	$< 99 \text{ \& } \geq 97$	2.00
3	< 97	3.00

There should not be a downtime for more than one hour for the services/ solution in any calendar day throughout the contract period. In case the downtime is more than 1 hrs in a day, downtime will be calculated at double the rate for each hour more than the permissible limit i.e. 1 hr.

Total downtime for the day will be calculated as = 2X (Actual Downtime-Acceptable Downtime) +1 hrs

For example:

Suppose, the solution is down for 3 hrs on any calendar day.

Total downtime for the day will be calculated as = 2 X (3-1) +1 =5 Hr

Additional clause:

- The total deduction due to SLA non-conformance per quarter will be limited to quarterly charges of the solution.
- The SLA deduction shall be done from total payable quarterly charges.
- Scheduled maintenance time should not be more than one hour per month and BHEL should be informed at least 48 hours in advance and subsequent approval / acceptance should be taken from BHEL.
- If the uptime for solution falls below 95% on monthly basis, continuously for 3 months, BHEL reserves the right to terminate the contract, without any further cost implication to BHEL.
- SMS must be delivered within 10 second of the transaction.
 - The vendor shall provide access to portal for verification of SLA parameters to BHEL/BHEL partners. Provision for downloading System generated quarterly report for uptime of CMS and Mobile application.

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5. Date of Acceptance / Start of Contract:

The first order will be placed for 18 chargers. Order for other/remaining chargers (if any) will be placed subsequently subject to clearance from clients. Separate acceptance will be given for each order, if any. Contract period of one year shall be separate for each order from the date of acceptance of that order till the completion of one year. These multiple orders (if any) shall be placed within a period of one year from the date of first PO and each PO (if any) shall be valid for one year.

The CMS & Mobile application shall be tested thoroughly against the BHEL specification and anything else required to demonstrate the functionalities has to be ensured by vendor. BHEL reserve the rights to test the CMS & Mobile application for any of the chargers and with different case scenarios, if any modifications is required in the CMS and Mobile application to meet the functionalities as envisaged in BHEL specifications, vendor shall accept the request and shall modify and present the solution again for testing. Only after successful testing of solution by BHEL acceptance will be issued.

6. Penalty for Late Delivery:

For any delay in supply of the solution as per the delivery schedule, a penalty shall be levied on the bidder at the rate of 0.5% per week (or part thereof) subject to a maximum of 10% of each order value (as per delivery schedule) for entire contract period. This penalty will be deducted from the first payment. In case the penalty amount to be deducted is more than the first payment charges (initial quarterly charge), the same will be adjusted from the subsequent payments. However, if the delay is due to any reason on BHEL's account, then that delay will not be counted on service provider's part and no penalty will be levied on the bidder.

7. Foreclosure/Extension of Contract:

- i BHEL reserves the right to foreclose the contract. In such a case BHEL will give one months' notice to the vendor. No payments will be paid from the date of closure of contract.
- ii BHEL reserves the right to extend the contract in full or part beyond one year for up to a further one-year period.

8. Payment Terms:

- A. The quarterly payment will be due after completion of the quarter from date of acceptance by BHEL based on the actual no of chargers onboarded onto CMS & Mobile application successfully during that quarter. However, 1st quarter payment will be proportionate as per acceptance date of various chargers, if required.
- B. Payment shall be made in INR.
- C. Bidder shall submit the quarterly bill along with all supporting documents by 15th of the subsequent quarter.
- D. All payment under the contract are subject to deduction of penalty under the contract and applicable deduction on account of Taxes or any other amount recoverable by company from bidder under this contract or under any other contract.
- E. Payment will be released within 45 days for MSE and start-ups and 60 days for other vendors from the submission of bills complete in all respects after due verification subject to other terms & conditions as mentioned in clause of Taxes & Duties along with following document.
 - a) Certified by BHEL SLA reports for the quarter
 - b) Tax payment proof
- F. Delayed payments for vendor, if any, shall not attract any interest.
- G. PVC/ORC clause is not applicable.

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9. Taxes and Duties:

- i. Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.
- ii. To enable BHEL to avail GST input tax credit, Vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor only after submission of GST compliant invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Vendor to ensure that details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2B of BHEL.
- iii. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- iv. GSTIN of BHEL will be provided to the Vendor along with the work order.
- v. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- vi. Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/ contractor otherwise vendor/ contractor has to bear the differential upward increase in tax.
- vii. Payment to the Vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor by BHEL.
- viii. Applicable GST shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- ix. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- x. The Vendor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule
- xi. GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by the service provider within stipulated time for the relevant period and tax amount thereon has been paid by service provider to the Government within the stipulated time period as per GST law.

10. Scope of Work:

BHEL intends to procure the White label services (Right to use the application but not the ownership of application) of CMS and Mobile Application (Android and IOS) from the vendor for BHEL deployed EV Chargers.

The Mobile application shall be available for Android & IOS platform and shall be hosted at Play store & apple store for free public download.

The Mobile application will not have advertisement, BHEL shall have all rights of marketing and any changes in mobile application or CMS shall have BHEL approvals.

The Central Monitoring System and Mobile application (Android and IOS) shall have following minimum features:

Some of the features will be common to CMS and Mobile application and some of the features shall be available in CMS only, the same has been marked in the below list:

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- a) Charging Station View: (CMS/Mobile app)
 - i. Location of chargers on map, including Search, Sort, filter, and view charging stations in a map.
 - ii. Real time Navigation/ Step by Step direction to charging station.
- b) Charging Station Information and Status (CMS/Mobile app)
 - i. Address of charging station
 - ii. Number of chargers
 - iii. Type and rating of chargers
 - iv. Real time status of chargers (Availability)
 - v. Unit Charging prices
 - vi. Total Estimated Price
 - vii. Reviews of charging stations Posted by other users
- c) Charger booking, payment and process authorization (CMS/Mobile app)
 - i. Push notification when charger available (Mobile App)
 - ii. Reservation of slot
 - iii. Multiple options for authentication i.e. RFID and QR Code. QR Code (& OTP based) User Authorization — QR Code on the charger will be sent to the user mobile number; OTP shall be entered through touch pad of the chargers for validation. Support for RFID based authorization as well. (Mobile App)
 - iv. Start/ Stop Charging
 - v. User should be able to pay through Online or Offline (Cash/Card)
 - vi. Online payment through multiple gateways. facility to make payment through BHIM, UPI, Net Banking, Debit Card, Credit Card etc. Integration of different mobile wallets (Mobile App), BHEL partners preferred payment gateway need to be integrated and same shall be informed during integration of payment gateway. The mobile application should invoke the payment gateway as per the payment gateway integrated for that BHEL partner
The failed transaction should be automatically revert to original source of payment account.
 - vii. The real time payment notification on SMS and Email for each transaction should be generated for each associated charger and delivered to owner of charging station and user immediately.
 - viii. For corporate user, the driver may not make the payment after charging process, however he/she shall have to enter a unique identification code so as to complete the payment authorization process.
 - ix. Generating Invoices and emailing to Charging Station Owner, users or to corporate admins
- d) Booking History (CMS/Mobile App)
 - i. User should be able to view booking history.
- e) Data collection and analysis (CMS)
 - i. Data Collection and Analysis w.r.t Capacity Utilization of chargers, Revenue Generation, Electricity Consumption, no. of cars charged and charging frequency, peak/ non -peak hours etc.
 - ii. Admin should be able to generate periodic reports like: Monthly project wise, charger wise, station wise report etc. and same should be downloadable (Excel/PDF)
- f) User Profile Management (CMS/Mobile app)
 - i. User/ Guest User Registration
 - ii. Corporate User/Driver Registration
 - iii. Login/Logout feature
 - iv. User Profile View

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v. Change Password/Forgot Password

g) **In addition to above points please note the following:**

- (i) Initially, the order will be placed for 18 chargers. Order for other/remaining chargers (if any), that may go up to 55 nos. will be placed subsequently subject to clearance from clients.
- (ii) The complete solution shall be hosted on cloud and all the charges quoted by bidders shall inclusive of cloud charges (inclusive of licensing for application server/Database etc) and all the third-party integrations or services like Maps/SMS/API's/payment gateway, application hosting charges on play store and App (IOS) store shall be included in the bidder offered price, BHEL shall not pay any additional amount for any of these services.
- (iii) The CMS & Mobile application (Android and IOS) screens shall have BHEL logo only as branding for the contract period only, after end of contract BHEL logo shall not be used
- (iv) CMS vendor shall provide data/reports as desired by BHEL top management/MHI as per their format/requirements to know the usability of EV Chargers.
- (v) The CMS URL shall contain BHEL name only.
- (vi) Vendor has to provide SIMs (GSM/M2M) for the charger's modems, the installation of SIM in the chargers is in Vendor scope, vendor shall suitably select the SIMs data service to ensure continuous and reliable data from service provider for making the charger online.
- (vii) All the cloud server, data & source code in any form including DR, Backup etc shall be located in India only
- (viii) Vendor has to make the chargers communicate to the CMS by visiting the charger locations and configuring them with CMS address.
- (ix) The response of CMS & mobile application should be within 5 second
- (x) The CMS shall have option of prepaid charging and post-paid charging provisions.
- (xi) Any other services/product/software/License that are required for the functionalities envisaged for CMS & Mobile applications shall be included in the price offer submitted by bidder.
- (xii) The third-party plugins/subscriptions/services shall be in name of vendor and all the prerequisites for these shall be provided by vendor only
- (xiii) The user need not to install any third application for smooth functioning of Mobile Application (Android and IOS) except for navigation functionality (If required)
- (xiv) The Invoice generated from system shall be GST complied also there shall be provision in system for user/Corporate user to enter GST no.
- (xv) The CMS should be able to configure for each charger for accepting anyone or multiple option of Cash/Card or through Online (Mobile application)
- (xvi) The pending transaction of user should reflect in report, user history and user account should be marked for all chargers and reminders should be sent to users for pending transaction.
- (xvii) The reconciliation of payment with payment gateway shall be automatic and no manual intervention should be allowed, reconciliation report should be made available to concerned CMS user at end of the day and monthly also.
- (xviii) Payment should be reflected in Charging Point Owner account within 72 hours from the transaction time and SMS shall be given to Charging Point Operator for the same.
- (xix) BHEL shall provide the payment account details to be integrated for CMS and Mobile application
- (xx) The Maps used in the Mobile Application and CMS shall be updated whenever new routes are updated/added.

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- (xxi) The Mobile application shall support minimum supported OS for Android and IOS
- (xxii) The Mobile application and CMS shall capture and display real time data from chargers
- (xxiii) The chargers on the mobile application shall be shown with clear marking/Icons of charger owners (HTCL, HPCL, IOCL etc)
- (xxiv) The web applications shall be compatible with most of the browsers (Chrome, IE, Firefox, Opera Safari, etc)
- (xxv) The cloud recovery point objective (RPO) shall be zero for zero data loss. Recovery time objective (RTO) shall be 60 minutes.
- (xxvi) The web application and any other service hosted on application server should be available only with HTTPS certificate and it shall be correctly installed, valid, trusted and doesn't give any errors to any of users.
- (xxvii) The interaction of mobile application with server shall be encrypted. The mobile application should be secured and vendor to ensure security and privacy issues should not be faced due to the mobile application.
- (xxviii) After the end of 1 Year of contract period, vendor shall handover the operational data to BHEL/Clients (HPCL, HTCL, IOCL etc)
- (xxix) The CMS shall work with OCPP 1.6J and support later versions.
- (xxx) The CMS shall be configurable for multiple BHEL partners/clients like DHI, IOCL, HTCL, HPCL and others each CMS login shall show the chargers owned by the partners while CMS login for DHI and BHEL shall show all deployed chargers.
 - a. Functionality for assigning the roles of CMS (Adding, Deleting, Modifying Prices etc) to customers shall be provided to master administrator of CMS
 - b. In this regard BHEL shall provide the segregation of charger's vis a vis owner of chargers
- (xxxii) The project detail (type of chargers) is given in this document and CMS should support all the type of chargers indicated in the project details.
- (xxxiii) The provision (in portal or through helpdesk) should be there to report issues with tracking in Mobile application and CMS by BHEL or partners
- (xxxiii) The bidder shall provide all the updates in CMS and Mobile application in the maintenance period from the date of acceptance of CMS and Mobile application by BHEL
- (xxxiv) In the maintenance period, following updates shall be provided without any additional cost
 - a Upgrade to OCPP if chargers upgraded to OCPP versions
 - b Mobile application changes if OS (Android and IOS) upgrades and application becomes incompatible
 - c Upgrades happens in third party plugins/interfaces/API's/hosted Cloud
 - d Any other specific upgrades and features as requested by BHEL for the functionalities mentioned in this document
 - e BHEL may require different reports from the available data, Vendor shall provide the reports in CMS, BHEL shall provide the report template
- (xxxv) The vendor shall ensure that there is OCPI integration capabilities with multiple CMS of third party/Clients (HPCL, HTCL, IOCL etc.)
- (xxxvi) Vendor may visit the charging stations during commissioning of CMS & Mobile application, changing SIMs in Chargers (if required), all the boarding, lodging & travel charges will be borne by vendor only
- (xxxvii) The details of chargers are:
 - a. AC Charger: Model No: 3*3.3kVA, 3 guns (each with 3.3kVA output) in single EV Charger.
 - b. DC001 charger : Model No: EVDC 15kW single gun GB/T

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- c. 72 kW DC Charger : 3 guns CCS-2(50KW) /CHAdemo(50KW) and AC Type-2 (22KW)
- d. 72KW DC Charger : 2 Guns CCS-2(50KW) and AC Type-2 (22KW)
- e. 122 kW DC Charger : 3 guns CCS-2(50KW) + CHAdemo (50KW) and AC Type-2 (22KW)

11. List of EV Chargers location wise:

List of EV Chargers model wise with location is attached as **Annexure-I**. Bidders may note that this is the minimum requirement.

12. Training:

The Vendor shall provide 3 days operational training to end clients & BHEL personnel. The schedule shall be shared with successful vendor and whatever is required for the hands-on training vendor has to ensure the same.

13. Procedure for Submission & Opening of Bids:

Bids shall be submitted strictly as per BHEL schedule.

The techno commercial bid consists of Bounded volume of:

- iv. Unpriced copy of PRICE BID as per format enclosed as **Annexure-II**.
- v. Non- disclosure Agreement Format as **Annexure-III**
- vi. No Deviation Certificate as per format enclosed **Annexure-IV**
- vii. A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.
- viii. Documents as per Pre-qualification (PQR)/Eligibility Criteria

Part-II: Price Bid

Price bid containing PRICES only is to be submitted (Price Schedule format enclosed as **Annexure-II** only shall be submitted). Prices shall be quoted in Indian Rupees only. Bidder shall give details of all Applicable Taxes (between Bidder & BHEL as asked in the Price Bid) clearly. Any changes in these Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s). Price Bid format is enclosed as **Annexure-II**.

14. Evaluation and Comparison of Bids:

- i. Though offer of higher warranty/configuration/rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.

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- ii. Prices of optional items, if any, shall also be considered for Price evaluation and comparison, unless stated otherwise.
- iii. RA shall be proceeded as per BHEL Guidelines. All the terms and conditions of the RA shall be as per BHEL.
- iv. The Purchaser will evaluate and compare the bids. The bidding evaluation is based on L1 criteria. Further the tender is NOT divisible. The evaluation of bids shall be done in 3 stages.

Stage-I: Evaluation of Response to Eligibility Criteria:

These are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per eligibility criteria shall be considered for **Stage-II** evaluation.

Stage-II: Evaluation of Techno-commercial Bids:

This shall be the second stage of the evaluation by the Purchaser. Only those Bidders who adhere to the purchaser's technical and commercial requirements shall be considered for next stage of evaluation.

Techno-Commercial bid of Vendor shall be opened and evaluated for acceptability of commercial terms, deviations and technical suitability. The Bidders should meet the commercial conditions as defined in the bidding documents.

During the Evaluation of the bid, the purchaser may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to supplier's works or their clients reference site, etc.

Stage –III: Evaluation of the Price Bid:

The evaluation of the price bids shall be done by BHEL.

15. Sub-Contracting:

Order / contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any third party without prior written consent from BHEL.

16. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.

17. Validity of Offer:

Offer shall be valid as per BHEL rules.

18. Deviations:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per **Annexure IV**.

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Technical & Commercial - No deviation is acceptable.

19. Purchaser's Right:

The Purchaser reserves the right to make changes within the scope of the contract in following respects at any point of time.

BHEL may, at any time during the contract period, by a written order given to the Service Provider, make changes within the general scope of the contract like change of location for provisioning of services within the campus.

20. Risk Purchase:

BHEL reserves the right to purchase from elsewhere at the risk and cost of the vendor, either the whole or part of

- i. The solution, which the vendor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.
- ii. The warranty and support which the vendor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.
- iii. The vendor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the vendor in respect of this contract or any other contract which the vendor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.
- iv. Risk and Cost against Balance Work:

$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$

Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the vendor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

21. Limitation of Liability:

Vendor's liability shall be limited to the value of this contract only.

22. Merger & Acquisition:

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.

23. Insolvency:

If during the execution of contract, the company or any member in case of JV/consortium / partnership becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier. Any charges payable up to the termination point will be paid by BHEL to the

TECHNICAL CONDITIONS OF CONTRACT (TCC)

supplier. In case any recovery is due on supplier, the recoverable amount will be adjusted against the terminal payment to be made to the supplier. Such termination will not prejudice or affect any right of action or remedy which has accrued and/ or will accrue thereafter to BHEL.

24. Termination of The Contract & Its Consequences

- i. Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by Vendor.
- ii. Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- iii. BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.
- iv. Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to Vendor.

25. Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

b) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

26. Earnest Money Deposit (EMD)

- a) Each bidder has to deposit EMD of Rs 12,328 /- (Twelve thousand three hundred and twenty-eight) as a part of subject tender and the same should be in the following forms.
 - i) Cash deposit as permissible under the extant Income Tax Act (before tender opening);
 - ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer), payable at New Delhi;
 - iii) Electronic Fund Transfer credited in BHEL account (before tender opening).

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<i>BANK NAME:</i>	<i>KOTAK MAHINDRA BANK</i>
<i>ADDRESS:</i>	<i>G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1</i>
<i>IFSC:</i>	<i>KKBK0000172</i>
<i>CA NO.:</i>	<i>9011196535</i>
<i>BANK ACCOUNT NAME:</i>	<i>BHARAT HEAVY ELECTRICALS LTD.</i>

- iv) Fixed Deposit Receipt (FDR) issued by scheduled bank / Public Financial Institutions as defined in Companies Act (FDR should be in name of the Contractor, a/c BHEL)
- i. EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.
 - ii. EMD submitted by bidder will be forfeited if bidder revokes his tender within validity period.
 - iii. EMD to be submitted prior or at the time of bid submission. Tender without requisite EMD will not be considered for further evaluation.
 - iv. Exemption of EMDs shall be as per BHEL terms & conditions.
- b) **No interest shall be payable by BHEL on EMD amount.** The EMD shall be forfeited in case of:
- i) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
 - ii) Refusal to enter into a contract after the award of contract.
 - iii) If operations of the contract are not commenced from the date indicated in the award of contract.
- c) The EMD will be refunded to the unsuccessful bidders within fifteen days of acceptance of award of work by the successful bidder(s) / expiry of the validity of the bid, whichever is earlier.

27. Security Deposit

- a) Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:
- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

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- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. {Copy of proper prescribed format of BG will be provided by BHEL along with Work Order/LOI and it will be verified verbatim on receipt with original document}.
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- b) The EMDs of the successful bidders shall be converted into Security Deposit. The Successful bidders shall have to submit the remaining amount against security deposit. The Security Deposit shall not carry any interest.
- c) The validity of Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + 03 months, and the same shall be kept valid till final settlement of contractual obligation with BHEL.
- d) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.
- e) **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor upon fulfilment of all contractual/ statutory obligations, after deducting all expenses / other amounts due to BHEL beneficiaries under the contract.
- f) **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished/submitted by the Contractor, the following shall be complied with
- i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - ii) The Bank Guarantee shall be as per prescribed formats.
 - iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
 - iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.

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- v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

28. Force Majeure

The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to BHEL for any damages, losses or liabilities as result thereof.

29. Provisions for Micro and Small Enterprises (MSEs) and MII norm

- 29.i.1. MSE benefits shall be provided as per the BHEL guidelines.
- 29.i.2. Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 % or as per BHEL guidelines.
- 29.i.3. In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.
- 29.i.4. Start-ups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender or as per BHEL guidelines.
- 29.i.5. Make in India Purchase preference as per the Government of India guidelines and BHEL policy.

30. Non-Disclosure Agreement:

- 30.1 The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time-to-time.

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- 30.2 All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non- Disclosure Agreement (NDA) as per **Annexure III** in line with the Owner's Information Security Management System (ISMS).

31. Other Terms:

All other term & conditions of this specification not mentioned above shall be governed by the pertinent provisions of General terms and Conditions.

32. List of Annexures:

32.1 Annexure-I: List of Chargers Model wise Location wise

32.2 Annexure-II: Price Bid Format

32.3 Annexure-III: Non-Disclosure Agreement Format

32.4 Annexure-IV: Format for No Deviation Certificate

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Annexure-I

List of Chargers Model wise Location wise

S.No.	Model	Quantity
1	3*3.3 kVA, 3 guns (each with 3.3kVA output) in single EV Charger	12
2	EVDC 15kW single gun GB/T	31
3	CCS-2(50KW) /CHAdeMO(50KW) and AC Type-2 (22KW)	2
4	CCS-2(50KW) and AC Type-2 (22KW)	7
5	CCS-2(50KW) + CHAdeMO (50KW) and AC Type-2 (22KW)	3
		55

Location Wise Details

S.N.	Customer	Name of Station	location	Charger type and rating
1	IOCL	IOCL Bharat Enterprises	Singhu Border	DC-72 KW
2	HPCL	HPCL Malwa Petrol Pump,	Kundli, Sonipat	DC-15KW - 1 no
3	HTCL	HTCL Rai	Rai	DC-15KW - 2 nos AC - 3KW - 2 nos
4	HPCL	HPCL Balaji Service Station	Bari, Sonipat	DC-15KW - 1 no DC - 72KW - 1 no
5	HPCL	HPCL Kaushalya Petrol Jn	Samalkha	DC-15KW - 1 no DC - 72KW - 1 no
6	HTCL	HTCL Skylark Tourist	Panipat	DC-15KW - 2 nos AC - 3KW - 2 nos DC - 122KW - 1 no
7	IOCL	IOCL VS Filling Station	Sarai Kohand	DC-15KW - 2 nos DC - 72KW - 1no
8	HTCL	HTCL Blue Jay	Samalkha	DC-15KW - 1 no AC - 3KW - 1 no
9	HTCL	HTCL Oasis	Karnal	DC-15KW - 2 nos AC - 3KW - 2 nos DC - 72KW - 1 no
10	HTCL	HTCL Karni Lake	Karnal	DC - 72KW -1 no DC - 15 KW - 1no AC -3 KW - 1no
11	IOCL	IOCL Sai Services	Kurukshetra	DC-15KW - 2 nos

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12	HTCL	HTCL Parakeet Tourist	Kurukshetra	DC-15KW - 2 nos AC - 3KW - 2 nos DC - 122KW - 1 no
13	HPCL	HPCL COCO Ramgarh	Kurukshetra	DC-15KW - 1 no DC - 72KW - 1 no
14	HPCL	HPCL Balaji Filling Station	Kurukshetra	DC-15KW - 1 no DC - 72KW - 1 no
15	IOCL	IOCL Mansarovar Station	Shahbad	DC-15KW - 2 nos
16	HTCL	HTCL Kingfisher Tourist	Ambala	DC-15KW - 2 nos AC - 3KW - 2 nos DC - 122KW - 1 no
17	IOCL	IOCL Vishwe Automobile	Danderi, Ambala	DC-15KW - 2 nos
18	IOCL	IOCL Sukhmani Pump	Derabassi	DC-15KW - 2 nos DC - 72KW - 1 no
19	IOCL	IOCL TEE EMM Motors	Zirakpur	DC-15KW - 2 nos
20	IOCL	IOCL CITCO	Chandigarh	DC-15KW - 2 nos

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Annexure-II

Price Bid Format (All figures in INR)

S. No	Item Description	Maximum Quantity of EV Chargers (A)	Charges per month per charger for CMS and Mobile Application as per scope of work (B)	Total Charges for 55 Chargers per month, excl. taxes $C = A*B$	Total Charges for 55 Chargers for 12 months, excl. taxes $D = C*12$	GST Rate in % (E)	Total GST Amount ($F = E/100*D$)	Total Charges for 55 Chargers for 12 months, incl taxes. ($G = D+F$)
1	CMS and Mobile App services for EV Chargers (AC001/DC001/ 72kW/ 122kW)	55 *						

Total Charges (G) in words:

*Note: Evaluation shall be done on maximum quantity (i.e. 55 no's), However, Initially the order will be placed for 18 chargers. Order for other/remaining chargers (if any), that may go upto 55 nos. will be placed subsequently subject to clearance from clients

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Annexure-III

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between **Bharat Heavy Electricals Ltd.(BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and _____, a _____ corporation, hereinafter called "The Bidder", whose principal mailing address is _____.

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for _____, **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of one (1) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of

TECHNICAL CONDITIONS OF CONTRACT (TCC)

this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

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8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of one (1) year from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness

1.

2.

Witness

1.

2.

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Annexure-IV

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no., dated This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile: _____

Email: _____

Stamp & Seal: _____