

Bharat Heavy Electricals Limited
भारत हैवी इलेक्ट्रिकल लिमिटेड



Corporate Digital Transformation
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

**CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector 16A, NOIDA, U.P.-201301**

Request for Proposal

FOR

Purchase of AMC of SAP HRMS software for the calendar year 2024 to 2025

at

BHEL House, Siri Fort, New Delhi -110049



BHARAT HEAVY ELECTRICALS LIMITED

भारत हेवी इलेक्ट्रिकल लिमिटेड
Corporate Digital Transformation
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

Ref. No. : AA:CDT:SAP/24-25
Date: 07.06.2024

Dear Sir / Madam,

Subject Purchase of renewal AMC of SAP HRMS software by M/s SAP for the calendar year 2024 to 2025 at BHEL Corporate Office, Asiad.

Bid through email (cdt-tender@bhel.in) is invited for "Purchase of AMC (Enterprise Support) of SAP HRMS software licenses from M/s SAP for the calendar year 2024 & 2025" as per the terms and conditions of RFP and EULA enclosed (**Annexure-A**).

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com/cdt-tender@bhel.in. Hence bidder is expected to keep visiting www.bhel.com for any corrigendum / notification in their own interest.

The bidders are expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision shall be final and binding.

Please ensure that your response complete in all respect in requisite format with necessary enclosures is sent via email on or before the due date & time i.e., **17.06.2024 at 1500 hrs.**

Thanking you,
Yours faithfully,

For and on behalf of BHEL

Pradeep
07.06.24

प्रदीप कुमार / PRADEEP KUMAR
इंजीनियर / Engineer
कॉर्पोरेट / CDT
भारत हेवी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Limited
प्लॉट नं. 25, सेक्टर-16A, नोइडा-201301
Plot No. 25, Sector-16A, Noida-201301

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1. Key Activities and Dates of Tender:

S.No.	Key Activity	Date
1	Issuance of Request for Proposal (RFP)	07-06-2024
2	Last date of receiving queries from bidders	12-06-2024
3	Last date and time for submission of proposals	17-06-2024 at 1500hrs
4	Technical Proposal opening	17.06.2024 at 1530Hrs Bid shall be opened before due date, if received earlier.
5	Commercial Proposal opening	Will be intimated later

Bid submission/open time shall be "as and when received"

2. 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.

3. Objective:

The tender is invited for **Purchase of AMC (Enterprise Support) of SAP HRMS software licenses by M/s SAP for the calendar year 2024 & 2025**. The tender has to be submitted in TWO PART through email (cdt-tender@bhel.in).

4. Technical Specifications & Scope: Following SAP HRMS Software Licenses have been procured by BHEL from M/s SAP till Date:

S.No.	SAP License Description	Quantity
1	Users – Professional & Developer License	200
2	Employee Self Service (ESS) License	17000
3	Manager Self Service (MSS) License	3000
4	Payroll Records	43000

5	SAP Business Suite Professional User License	140
6	SAP Business Suite ESS User License	1456
7	SAP Payroll Processing for 500 Master records	1
8	SAP Business Suit Developer Licenses	2
9	SAP Business Suit Developer User Licenses	3

Technical Scope & Specifications of the Maintenance Services to be provided by M/s SAP will be as per Maintenance schedule (Schedule "M") of End User Value License Agreement Dated 29.06.2006, Clause 2 of Software License and Support Agreement Dated 27.03.2014, Clause 2 of Software License and Support Agreement Dated 19.02.2015, Clause 4 of Software License and Support Agreement Dated 12.09.2018.

4.1 Rates:

Rates are to be quoted as per Price Bid Format. Details of prevailing rates of taxes should be indicated separately. Bidders, in their own interest, are requested to check up and indicate the different tax tariff like service tax etc. Taxes not mentioned by the bidder in their bid will not be entertained at later date. However, during the execution of the contract any increase or decrease in the above taxes/imposition of new taxes will be entertained on submission of relevant documentary proof.

4.2 Taxes & Duties:

- a) Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
- b) 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 CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi.
- c) Digital tax invoice shall be preferred or e-invoice, if applicable.
- d) To protect BHEL's interest for GST input tax credit, 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 vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.
- e) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- f) GSTIN of BHEL will be provided to the vendor along with the work order.
- g) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- h) While making the payment, statutory deductions as applicable, shall be made by BHEL. 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.

- i) 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.
- j) All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service provider and the BHEL shall not entertain any claims whatsoever with respect to the same.
- k) Any Statutory variation in the rate of GST, taking place between the Bid Submission by service provider and Bid End Date, shall be to the Service provider's account. Hence, Service provider must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the service provider. In case service provider fails to incorporate the same in bid, the service provider will not be eligible for claiming any change in price due to such Statutory variation.
- l) Statutory variation in the rate of GST, taking place between the Bid end date and the original /refixed delivery period, shall be to the BHEL's account. For claiming any change in price due to such Statutory variation, the service provider shall have to lodge claim before the BHEL providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original/refixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- m) No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the BHEL shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- n) The Bill Form / On-line invoice shall be generated by the Service provider which may interalia include the following confirmations from the Service provider:
 - i. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
 - ii. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
 - iii. Certified that the Service provider is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
 - iv. The service provider shall provide an undertaking that the provisions of antiprofitteering clause under GST Act have been complied with.
- o) Service provider shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc
- p) In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/omission of the Service provider in this regard, the Service provider shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Service provider or from Performance Security, or any other legal recourse from the said Service provider. If any tax is required to be paid by the Service provider in pursuance of any demand from tax authorities, on account of Service provider's suppression of facts, fraud or wilful misstatement of facts while offering the

products/service or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the service provider shall be solely liable for payment of the same.

4.3 Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

4.4 PVC: The SAP Enterprise Support Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee, which change shall be in consistence with and generally applicable to similarly situated licensees of SAP in India.

4.5 Payment Terms:

- a) Payment: 100% AMC annual cost (Calendar year wise) to be released to M/s SAP INDIA PVT. LTD after receipt of Bank Guarantee of amount 115% (of annual cost of AMC) within 30 days of receipt of invoices duly signed by the consignee.
- b) Bank Guarantee: For each advance payment, bank guarantee of amount 115% of the amount raised in the invoice has to be provided which will be valid for each calendar year, in the absence of which invoice will be raised at the end of each calendar year. The terms and conditions of Bank guarantee will be mutually agreed upon.
- c) **Taxes:** GST rate will be 18% or the Government rate prevailing at that time.
- d) Benefit of any downward revision of AMC rate should be passed on to BHEL by M/s SAP INDIA PVT. LTD.

4.6 LOCATION & CONSIGNEE ADDRESS

Name: Mr. Asad Ali

Designation: Dy. Manager (CDT)

Contact details: 9899594835

Email: asad@bhel.in

5. General Terms and Conditions:

5.1 Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the 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;

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. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

5.2 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.

5.3 Procedure for Submission & Opening of Bids:

Bids shall be accepted over email (cdt-tender@bhel.in) by official inviting the tenders in TWO PART i.e. Two Mail (1 & 2) on or before the due date & time indicated in the Tender Notice.

PART-I (Mail-1): Techno-commercial bid shall consist of the following:

- i) A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder
- ii) Unpriced Copy of PRICE BID as per format enclosed as **Annexure-I**
- iii) No Deviation Certificate as per format enclosed as **Annexure-II**.
- iv) Non-Disclosure Certificate as per format enclosed as **Annexure-III**

PART- 2 (Mail-2)

Price bid containing PRICES only is to be submitted through Email: (cdt-tender@bhel.in) (in the Price Schedule format enclosed as **Annexure-I** only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct 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).

5.4 Bid Submission:

Bid shall be submitted through email cdt-tender@bhel.in only and shall be sent with due allowance for any network delay. Bids shall be submitted latest by 1500 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

5.5 Bid Opening: Bid received over email shall be opened on due date.

5.6 Evaluation of Bid: Evaluation of submitted bid shall consist of the following step:

Stage-I: Evaluation of Technical & Commercial Bid:

This shall be the first stage of the evaluation by the Purchaser.

Commercial and Technical bid of the vendor shall be opened and evaluated for acceptability of commercial terms, deviations and technical suitability. The Bidder should meet the commercial conditions as defined in the bidding documents.

BHEL then evaluate the Technical bid submitted by the Bidder. During the Technical 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 lab or their clients reference site, etc.

Stage –II: Financial Bid Evaluation:

The evaluation of financial bid shall be based on the delivered cost, which refers to **the total cost to BHEL**.

5.7 Validity of Offer:

Offer shall be kept valid for four (04) months from the due date of Tender.

5.8 Deviations:

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

5.9 Language of Bid:

- 5.9.1 The bidder shall quote the rates in Hindi/English language and international numerals only. The metric system of units shall be used, for the purpose of tender.
- 5.9.2 Bidder shall fill the tender documents as per formats enclosed in this tender enquiry. All entries and signatures in the bid shall be in **BLUE/BLACK INK** only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.
- 5.9.3 All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.
- 5.9.4 However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

5.10 Clarification on Bidding Documents:

The Bidder is expected to carefully go through this Tender Document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the pradeepkumar@bhel.in/devendrasharma@bhel.in. BHEL will not entertain or respond to bidders' queries and clarifications received after 12.06.2024

5.11 Amendment of Bidding Documents:

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (www.bhel.com) and email (cdt-tender@bhel.in).

5.12 Documents Accompanying the Bid:

All documents shall be submitted as per the NIT. All documentary evidence in support of claims must clearly be marked as to against which criteria the document is submitted and should be fully indexed.

5.13 Liabilities from the Contract

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

5.14 Non-Disclosure Agreement:

5.14.1 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.

5.14.2 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).

5.15 Arbitration:

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi. However, till the time the decision of the arbitrator is not announced, the Bidder/Vendor shall continue to provide its services to BHEL as per the contract.

5.16 Laws Governing the Contract:

The order/ contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the order/ contract.

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract to which these conditions are applicable.

5.17 Limitation of Liability:

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

5.18 Other terms & conditions:

As per End User License Agreement (EULA) dated 29th June 2006

Price Bid Format

S.No.	SAP License Description	Quantity of Licenses	Cost of AMC excluding GST for 02 calendar Years (2024 & 2025) for total qty. (in Rs.)
1.1	Users – Professional & Developer License	200	
1.2	Employee Self Service (ESS) License	17000	
1.3	Manager Self Service (MSS) License	3000	
1.4	Payroll Records	43000	
2.1	SAP Business Suite Professional User License	140	
2.2	SAP Business Suite ESS User License	1456	
2.3	SAP Payroll Processing for 500 Master records	1	
3.1	SAP Business Suit Developer Licenses	2	
4.1	SAP Business Suit Developer User Licenses	3	
5	Total Cost of AMC excluding GST (1.1+1.2+1.3+1.4+2.1+2.3+3.1+4.1)		
6	GST @18% of S. No. 5		
Grand Total Cost of AMC including GST (5+6)			

Note :

1. The rate should be quoted in Indian Rupees.
2. In case GST rates provided at s.no. 6 is different, please specify.
3. The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as “Extra as applicable”.

Seal & Signature of the Company

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. AA:CDT:SAP/24-25 dated 07.06.2024. 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: _____

UNDERTAKING FOR NON-DISCLOSURE OF INFORMATION

I,, acknowledge that the information received or generated either directly or indirectly, while working with BHEL on regular/temporary/contract basis is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore I warrant and agree as follows:

I agree not to disclose any information or documents relating to the activities of the Company or its subsidiaries, during the period of my service or after leaving the service of the Company in any manner, except with the permission of the competent authority.

I agree not to give or cause to be given to any person any advice on matters relating to the activities of the Company or its subsidiaries.

I agree not to disclose or cause to be disclosed to any person any secret process, know-how, cost of production of any or all of the products of the Company or its subsidiaries or any information regarding purchase made by or contracts entered into by the Company or any information regarding settlement of claims by the Company in or out of courts or any other information, knowledge or matters of trade or business secrets of the Company or its subsidiaries.

I acknowledge that the aforesaid restrictions/obligations/conditions are necessary and fundamental to the business of the BHEL.

I shall abide by BHEL's Information Security policies, violation of any of the above conditions, shall be governed as per Company CDA Rules/Standing Orders.

Dated:

Signature:

Name:

Designation:

Organization:

SAP INDIA SYSTEMS भारत 01079 कर्नाटक
126490 MAY 17 2006
R.0000100 PB1148
KAR/GR/AUTH/PB-11 INDIA STAMP DUTY KARNATAKA

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SAP INDIA SYSTEMS, APPLICATIONS AND PRODUCTS
IN DATA PROCESSING PRIVATE LIMITED

SAP SOFTWARE END-USER VALUE LICENSE
AGREEMENT

EFFECTIVE: JUNE 29, 2006

WITH

BHARAT HEAVY ELECTRICALS LIMITED



**SAP INDIA
SAP SOFTWARE END-USER VALUE LICENSE AGREEMENT
("Agreement")**

This Agreement is made effective this **29th day of June, 2006**, by and between **SAP India, Systems, Applications and Products in Data Processing Private Limited**, a company registered under the Companies Act, 1956 and having its registered office at 7/4 Thapar Niketan, Brunton Road, Bangalore 560 025, India ("SAP") which expression unless repugnant to the context hereof shall mean and include its successors and assigns, and **Bharat Heavy Electricals Limited**, a Company registered under the Companies Act, 1956 and having its corporate office at BHEL House, Sri Fort Road, New Delhi-110049, India ("Licensee") which expression unless repugnant to the context hereof shall mean and include its successors and assigns.

RECITAL

WHEREAS, SAP desires to grant to Licensee and Licensee desires to accept from SAP a license to Use (as defined herein) SAP's proprietary Software (as defined herein) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, SAP and Licensee agree as follows:

1. DEFINITIONS.

- 1.1 "**Affiliate**" means a corporation in the Territory of which Licensee owns more than fifty percent of the voting securities. This entity will be considered an Affiliate for only such time as such equity interest is maintained.
- 1.2 "**Business Partner**" means an entity that requires access to the Software in connection with the operation of Licensee's and authorized Affiliates' business, such as auditors, customers, distributors and suppliers.
- 1.3 "**Designated Unit**" means each individual computer in which the Software, Third Party Products and Third-Party Database are installed.
- 1.4 "**Documentation**" means SAP's documentation which is delivered to Licensee under this Agreement.
- 1.5 "**Modification**" means a change to the Software that changes the delivered source code or an enhancement to the Software that is made using SAP tools or utilizing or incorporating SAP Proprietary Information.
- 1.6 "**Named Users**" means any combination of users licensed under this Agreement.
- 1.7 "**Proprietary Information**" means: (i) with respect to SAP and SAP AG (the licensor of the SAP Proprietary Information to SAP), the Software and Documentation, any other third-party software licensed with or as part of the Software, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) the concepts, techniques, ideas, and know-how embodied and expressed in the Software and (iii) information reasonably identifiable as the confidential and proprietary information of SAP or Licensee or their licensors excluding any part of the SAP or Licensee Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party, or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party, or (c) becomes independently available to the other party as a matter of right.
- 1.8 "**Release**" means a specific shipment of SAP Software, which is released at a particular point in time for specific user groups and maintained for a specified period of time. The release identifier contains the name of the SAP Software and a multidigit key that uniquely identifies the release. There are no additional subdivisions within a release such as version or correction level. A release has a clearly defined functional scope that is described in the Documentation of the individual release. For example this means that SAP R/3 4.6R is a release, 4.6C is a release, and SAP R/3 Enterprise 4.7x110 and 4.7x200 are releases.
- 1.9 "**SAP AG**" is a German corporation, with offices located in Walldorf, Germany which is the licensor of the SAP Proprietary Information to SAP.
- 1.10 "**Software**" means (i) all software specified in agreed upon Appendices hereto, developed by or for or licensed to SAP and/or SAP AG, excluding third party database and Third Party Products and delivered to Licensee hereunder; (ii) any new releases thereof made generally available pursuant to Maintenance; and (iii) any complete or partial copies of any of the foregoing.
- 1.11 "**Territory**" means the Republic of India and such other countries as agreed upon in advance in writing by the parties and set out in Exhibit A herein.
- 1.12 "**Third-Party Database**" means a third party proprietary database software licensed through SAP to Licensee, or by a Third-Party Database vendor directly to Licensee.



[Handwritten signature]

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11.4.2015

1.13 "Third Party Products" means those optional third party software products identified in and licensed under the Appendices to this Agreement

1.14 "Use" means to directly or indirectly activate the processing capabilities of the Software, load, execute, access, utilize, store, employ the Software, or display information resulting from such capabilities.

2 LICENSE GRANT.

2.1 License

(a) SAP grants a non-exclusive perpetual (unless terminated in accordance with Section 5 herein) license to Use the Software, Documentation, other SAP Proprietary Information, at specified site(s) within the Territory to run Licensee's internal business operations and to provide internal training and testing for such internal business operations and as further set forth in Appendices hereto. This license does not permit Licensee to (i) sub license or rent the Software, Documentation or Third-Party Database or (ii) use the SAP Proprietary Information to provide services to third parties (e.g. business process outsourcing, service bureau applications or third party training). Business Partners may have screen access to the Software solely in conjunction with Licensee's Use and may not Use the Software to run any of their business operations.

(b) Licensee agrees to install the Software only on hardware identified by Licensee pursuant to this Agreement that has been previously approved by SAP in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the Software (the "Designated Unit"). Designated Units may not be shared for the purposes of Software Use with companies/entities that are not defined as Licensee or authorized Affiliates hereunder. Any individuals that Use the Software including employees or agents of Affiliates and Business Partners, must each be licensed as a Named User. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

2.2 Affiliate Use An Affiliate may Use the Software provided that: (i) the Affiliate agrees to be bound by the terms of this Agreement in the form of Appendix 3, and (a) a breach of such Appendix 3 by Affiliate shall be considered a breach by Licensee hereunder

2.3 Business Partner Access Business Partner may have access to the Software provided: (i) Licensee accepts responsibility for the acts or omissions of such Business Partners as if they were Licensee's acts or omissions, (ii) Licensee shall indemnify SAP & SAP AG against losses or damages suffered by SAP or SAP AG arising from breach of this Agreement by any such Business Partners as if effected by Licensee and (iii) such Use shall not constitute an unauthorized exportation of any SAP Proprietary Information under the applicable laws and regulations.

3 VERIFICATION SAP shall be permitted to audit by providing 2 weeks advance notice (at least once annually and in accordance with SAP standard procedures) the usage of the SAP Proprietary Information. In the event an audit reveals that Licensee underpaid License and/or Maintenance Fees to SAP, Licensee shall pay such underpaid fees as per mutual agreement between the parties. In case parties are unable to arrive at a mutually agreed fees as contemplated above within 30 days of such audit findings, Licensee shall stop all such unauthorized usage of Software forthwith and shall also provide an undertaking, conforming in writing that Licensee shall not undertake any unauthorized use of Software in future.

4 PRICE AND PAYMENT

4.1 License Fees Licensee shall pay to SAP license fees for the Software and maintenance fees on the terms in Appendices hereto. Fees for Services will be paid as set forth in the Professional Services Schedule hereto. Any fees not paid when due shall accrue interest at the State Bank of India Prime Lending Rate applicable per annum until the date of payment or the maximum amount as allowed by law, whichever ever is less.

4.2 Taxes License and Maintenance Fees and other charges described in this Agreement and Appendices, or in SAP's most recent List of Prices and Conditions do not include state or local sales, goods and service, use, property, excise, service, or other taxes now or hereafter levied ("Taxes"), all of which shall be for Licensee's account. If SAP is required to pay Taxes attributable to this Agreement and supported by documentary evidence if required by Licensee, SAP shall invoice and Licensee shall pay such Taxes.

5 TERM

5.1 Term This Agreement and the license granted hereunder shall become effective as of the date first set forth above and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives SAP written notice of Licensee's desire to terminate this Agreement, for any reason, but only after payment of all License and Maintenance Fees then due and owing; (ii) thirty days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6 or 10, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

5.2 End of Term Duties Upon any termination hereunder, Licensee and its Affiliates shall immediately cease Use of all SAP Proprietary Information. Within thirty (30) days after any termination, Licensee shall deliver to SAP or destroy all copies of the SAP Proprietary Information in every form. Licensee agrees to certify in writing to SAP that it and each of its Affiliates has performed the foregoing Sections 3, 4, 6, 7, 2, 8, 9, 11, 12, 4, 12, 5 and 12, 6 shall survive such termination.



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In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee.

6. **PROPRIETARY RIGHTS**

6.1 **Protection of Proprietary Information** Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Except for the rights set forth below, Licensee is not permitted to make derivative works of the Software and ownership of any unauthorized derivative works shall vest in SAP. SAP and Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. Neither party shall, without the other party's prior written consent, disclose any of the Proprietary Information of the other party to any person, except to its bona fide individuals whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 6 with respect to the Proprietary Information.

6.2 **Modifications**

Licensee may make Modifications to the Software, and shall be permitted to Use Modifications with the Software in accordance with this Agreement. Licensee shall comply with SAP's registration procedure prior to making changes to the source code. All Modifications and all rights associated therewith shall be the exclusive property of SAP and SAP AG. Licensee agrees to execute those documents reasonably necessary to secure SAP's rights in the foregoing. SAP retains the right to independently develop enhancements to the Software and Licensee agrees not to take any action that would limit SAP's sale, assignment, licensing or use of its own Software or Modifications or enhancements thereto.

7. **PERFORMANCE WARRANTY**

7.1 **Warranty** SAP warrants that the Software will conform to the functional specifications contained in the Documentation for six months following delivery. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by a Modification, Licensee, third party products, or third party database. SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business requirements.

7.2 **Express Disclaimer** SAP and its licensors disclaim all other warranties express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

8. **INDEMNIFICATION**

8.1 **Indemnification of Licensee** SAP shall indemnify Licensee against all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in the defense of any claim brought against Licensee in the Territory by third parties alleging that Licensee's Use of the Software and Documentation infringes or misappropriates any patent in the Territory of which SAP is aware; a copyright; or trade secret rights, provided that, such indemnity shall not apply if the alleged infringement results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, or unlicensed activities and so long as Licensee promptly notifies SAP in writing of any such claim and SAP is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP may settle any claim on a basis requiring SAP to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation.

Licensee shall not undertake any action in response to any infringement or alleged infringement by third parties of the Software and Documentation.

8.2 The Provisions of this Section 8 state the sole, exclusive, and entire liability of SAP and its licensors to Licensee, and is Licensee's sole remedy with respect to the infringement of third party intellectual property rights.

9. **LIMITATIONS OF LIABILITY**

9.1 **Licensee's Remedies** Licensee's sole and exclusive remedies for any damages or loss in any way connected with the Software or Services furnished by SAP and its licensors, due to any reasons, whatsoever, shall be, at the first instance: (i) SAP shall bring the performance of the Software into substantial compliance with the functional specifications; or (ii) re-performance of Services; and failing which (iii) SAP shall return of an appropriate portion of any payment made by Licensee with respect to the applicable portion of the Services, or (iv) SAP shall return of an appropriate portion of any payment made by Licensee with respect to the applicable portion of the Software based on a 5 year amortization of the licensed Software.



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9.2 Not Responsible SAP will not be responsible under this Agreement if the Software is not used in accordance with the Documentation, or (ii) if the defect is caused by Licensee, a Modification, third party software, or third party database. The software is not specifically developed or licensed hereunder for use in any direct and active operations of any equipment in any nuclear, aviation, mass transit or medical applications, or in any other inherently dangerous applications. The parties hereto agree that use of the software and third-party software for financial application purposes or such other administrative purposes shall not be deemed inherently dangerous applications if such use does not affect the operations or maintenance of such equipment. Sap and its licensors shall not be liable for any claims or damages arising from inherently dangerous use of the software and/or third-party software licensed hereunder.

Licensee hereby confirms and undertakes that licensee shall not use the software in any inherently dangerous applications including but not limited to weapons of mass destruction or activities related to the development of production of chemical or biological weapons or activities in the context of any nuclear explosive activity or unsafeguarded nuclear fuel-cycle activity. Licensee hereby agrees to provide separate written confirmation of the aforesaid as well as comply with such other formalities as may be required by relevant export control authorities from time to time.

9.3 Limitation of Liability Anything to the contrary herein notwithstanding, except for damages resulting from unauthorized use or disclosure of proprietary information, under no circumstances shall sap, its licensors or licensee be liable to each other or any other person or entity for an amount of damages in excess of the paid license fees or be liable in any amount for special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage, data loss, computer failure or malfunction, or exemplary or punitive damages.

9.4 Severability of Actions It is expressly understood and agreed that each and every provision of this agreement which provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such.

10. ASSIGNMENT Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Proprietary Information, to any party (except in the event of merger or amalgamation or consolidation, in which case Licensee may assign this Agreement subject to providing prior written intimation to SAP). SAP may only assign this Agreement to SAP AG.

11. ARBITRATION.

Except for the right of either party to apply to a court of competent jurisdiction for an injunction or other equitable relief available under applicable law to preserve the status quo or prevent irreparable harm pending the selection and confirmation of a panel of arbitrators, and for the right of SAP to bring suit on an open account for any payments due SAP hereunder, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in New Delhi, India, in accordance with the Rules of Conciliation and Arbitration of the ICC and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the English language by a panel of three (3) members, one member selected by SAP, one member selected by Licensee and the third member, who shall be chairman, selected by agreement between the other (2) members. The chairman shall be a solicitor, and the other arbitrators shall have a background or training in computer law, computer science, or marketing of computer industry products. The arbitrators shall have the authority to grant injunctive relief in a form substantially similar to that which would otherwise be granted by a court of law. The parties agree that the arbitration proceedings and the outcome shall be kept strictly confidential and that obligations under this Section 11 shall survive termination or expiration of this Agreement.

12. GENERAL PROVISIONS.

12.1 Severability It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.2 No Waiver If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.3 Counterparts This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

12.4 Export Control Notice The Software, Documentation and Proprietary Information are being released or transferred to Licensee in Republic of India. The Software, Documentation and Proprietary Information are subject to applicable local and foreign export control laws. Licensee acknowledges its obligation to ensure that its exports of the SAP Proprietary Information from India are in compliance with the U.S. and German export control laws as well as other applicable export control laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the Territory as well as foreign countries with respect to the use of the Proprietary Information by Licensee and/or its Affiliates within or outside of India. Licensee agrees that it will not submit the Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP.

12.5 Confidential Terms and Conditions Neither party shall disclose the terms and conditions of this Agreement or the pricing contained therein to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings or as part of SAP's marketing efforts.



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12.6 **Governing Law** This Agreement shall be governed by and construed in accordance with Indian law without reference to its conflicts of law principles. Subject to the provisions of Section 11 above, Licensee consents to the jurisdiction of any court sitting in the Territory for all claims, suits, or actions arising under this Agreement (including claims for payments due hereunder) or in connection with Licensee's use or possession of the Software and SAP or SAP AG Proprietary Information and for enforcement of any award by an arbitrator(s) under Section 11 above. The provisions of this Subsection 12.6 shall survive the termination or expiration of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

12.7 **Notices** All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above.

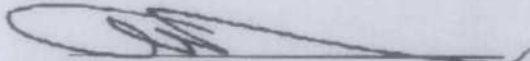
12.8 **Force Majeure** Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control due to act of God, war, fire, natural calamities and other like of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.9 **Entire Agreement** This Agreement and each Schedule and Appendix hereto constitute the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by, this Agreement. This Agreement may be modified only by a writing signed by authorized representatives of both parties. Account executives, sales people or consultants are not authorized representatives. This Agreement and each Appendix hereto shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

Accepted by:
SAP India Systems, Applications and Products
In Data Processing Pvt Ltd (SAP)

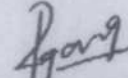
Accepted by:
Bharat Heavy Electricals Limited
(Licensee)



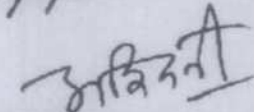
Name: Alan Sedghi
Title: Managing Director
South Asia Hub
Date: _____
Place: _____



Name: Rajiv Subramanian
Title: Head - Finance
Date: 29/6/06
Place: _____



Name: RAJIV GARG
Title: Addl. GM
Date: 29/06/2006



Name: ASHWINI KUMAR
Title: DGM (IT)
Date: 29-06-2006

RAJIV GARG
Add. General Manager (IT)
SHARAT HEAVY ELECTRICALS LIMITED
Corporate Information Technology
HRD & ERI Computer
Plot No. 25, Sector-18A,
NOIDA-201 301 (U.P.)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
प्लॉट नं. 25, सेक्टर-18A/Plot No. 25, Sector-18A
नोएडा (उ.प्र.)/Noida-201301 (U.P.)

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Exhibit A
to
SAP INDIA
SAP SOFTWARE END-USER VALUE LICENSE AGREEMENT
with
Bharat Heavy Electricals Limited ("Licensee")
effective: June 29, 2006

("Agreement")

TERRITORY

Republic of India



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MAINTENANCE SCHEDULE ("M Schedule")
effective: June 29, 2006
 to
SAP INDIA
SAP SOFTWARE END-USER VALUE LICENSE AGREEMENT
 with
Bharat Heavy Electricals Limited ("Licensee")
Effective: June 29, 2006
 ("Agreement")

This M Schedule is hereby annexed to and made a part of the Agreement specified above. In such instance in which provisions of this M Schedule contradict or are inconsistent with the provisions of the Agreement, the provisions of this Schedule shall prevail and govern.

1. Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, maintenance service ("Maintenance") from SAP with respect to the Software. Maintenance by SAP is limited in total to the 3 Designated Sites as specified in Section 3 herein. Maintenance currently includes the delivery of new Releases of the Software and Software correction packages, support via telephone, remote support/update, SAP EarlyWatch Alert and SAP's support portal (or SAP's then current support platforms/tools). Maintenance does not include the adaptation of any Modifications developed by or for Licensee to new Releases, nor does Maintenance Services extend to any Modifications. In order to receive Maintenance hereunder, Licensee must make all required remote support (including SAP supported remote desktop tools) and update connections to each Designated Unit, at its expense, as requested by SAP. If at Licensee's request, SAP corrects a defect of any unsupported Release, SAP may request and Licensee shall pay additional charges. SAP reserves the right to make changes to its global support policy. Any changes will be made known to the Licensee with three months advance notice.
2. **Standard Support Services.** Provided Licensee is paying standard Maintenance Fees, Licensee shall receive for each productive system per calendar year one of the following services in paragraph A below and the service in paragraph B (available only when triggered by critical results of the SAP EarlyWatch[®] Alert)
 - A. One SAP GoingLive[™] Check for any new Software or other SAP application implementation OR
 One SAP GoingLive[™] Functional Upgrade Check for an upgrade to a higher functional Release (e.g. from R/3 4.5 to 4.6) OR
 One SAP OS/DB Migration Check for migration from one operating system to a different operating system, or a migration from one database system to another different database system (Migration is the responsibility of the Licensee) AND
 - B. Up to two SAP EarlyWatch[®] Checks (available only when triggered by critical results of the SAP EarlyWatch[®] Alert) per installation.

In order for Licensee to receive the Standard Support Services, Licensee shall fulfill the following requirements:

- o Licensee shall provide remote access to its production system.
- o Licensee shall install the suitable tools and monitors supplied by SAP (for example, SAP Solution Manager, SAP EarlyWatch[®] Alert) and shall send the SAP EarlyWatch[®] Alert data to SAP weekly.
- o The Standard Support Services shall be requested for at least three (3) months in advance (for example, in the case of a SAP GoingLive Check, three (3) months prior to the planned start of production.) Licensee shall contact SAP's support organization to schedule the Standard Support Services.

Licensee's entitlement to Standard Support Services needs to be utilized in any current year and cannot be carried over into the following calendar year. The Standard Support Services will only be provided to the sites as listed below and is not transferable to other installations.

Further information and detail about individual SAP services can be found on SAPNet site (<http://service.sap.com/standardsupport>).

Licensee acknowledges that its failure to utilize the maintenance services provided by sap such as goinglive/upgrade check and earlywatch may prevent sap from being able to identify and assist in the correction of potential problems which, in turn, could result in unsatisfactory software performance.



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3. Maintenance, from SAP, for the Software licensed hereunder is limited to the following site(s):
 - (i) Bharat Heavy Electricals Limited Corporate Information Technology Division, HRD Institute, Plot No: 25, Sector-16A, NOIDA, Uttar Pradesh - 201303, India
 - (ii)
 - (iii) ("As may be advised by Licensee in writing from time to time", if not all 3 sites are called off initially")

4. Customer Competence Centre: Where Licensee has licensed a cumulative total value of INR 117 Million or equivalent for Software and has at least three (3) Designated Sites, the following shall apply.
 - (a) Licensee agrees to establish at its cost, a Customer Competence Centre (CCC) within its or its Affiliates' company within one year from the effective date of the Agreement. One CCC each will have to be established for each Region (as hereinafter defined) in which one or more of the Designated Sites is located. For the purposes of this Section, 'each Region' shall refer to one of the following regions: North America, Europe or the Asia Pacific.
 - (b) The minimum functions of the CCC are as follows.
 - (i) operate an internal Help Desk with a sufficient number of support consultants trained in the support and administration of the SAP Software, providing first level support to Licensee's Named Users and its authorized Affiliates relating to the Software during normal business hours (not less than eight working hours per day, 5 days per week);
 - (ii) process, manage and administer all matters relating to the Agreement, including but not limited to License Fees, Maintenance Fees, receipt of Software, User Master and installation data management; performing periodic self audits to ensure Licensee's compliance with the License grant in the Agreement, and managing the receipt of new Releases and Correction Levels of the Software.
 - (iii) conduct/arrange internal demonstrations, disseminate information and arrange marketing events relating to the Software and Use thereof; and
 - (iv) co-ordinate Software development requests for Licensee and Affiliates and co-ordinate Licensee's Modification notification and disclosure requirements
 - (c) All Users may have access to SAP's support portal (or SAP's then current support platform/tools); however, only Licensee CCC's employees are authorized to contact SAP after attempting to resolve the matter via Licensee's internal Help Desk.
 - (d) If Licensee does not establish a CCC pursuant to the terms of this Section, SAP reserves the right to revise the Maintenance Fees to the then current factor of the then current List Price for the Software licensed under the Agreement.

5. Other Services: All other services not referred to in this Schedule shall be agreed upon separately and shall be subject to additional charges.

6. Termination of Maintenance: This M Schedule shall become effective upon execution by both parties and shall continue in effect thereafter unless terminated in accordance with the provisions hereunder. Maintenance may be terminated by either party in writing at any time after Four years from the effective date of this Agreement upon three months prior written notice. For the avoidance of any doubt, termination of Maintenance by Licensee under this Section shall strictly apply to all licenses under this Agreement, its appendices and addenda and any partial termination of Maintenance by Licensee shall not be permitted in respect of any part of this Agreement, its appendices or addenda or this Schedule. In the event of termination of Maintenance by SAP under this Section for reasons other than because of any breach by Licensee of its obligations in the Agreement, Licensee shall be entitled to a pro-rata refund of prepaid Maintenance fees. Notwithstanding the foregoing, SAP may terminate Maintenance after 30 days written notice of Licensee's failure to pay any portion of or all Maintenance Fees then due and owing.

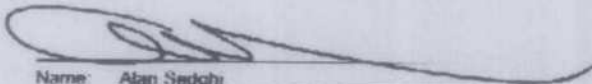
7. Reinstatement of Maintenance: In the event Licensee elects not to commence Maintenance upon the first day of the month following Delivery of the Software or Maintenance is terminated or otherwise declined for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued Maintenance Fees associated with such time period plus a reinstatement fee (if any).

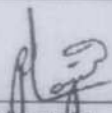


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- 8 In the event Licensee elects SAP's EarlyWatch® Checks in addition to what is provided under Maintenance, Licensee shall be separately invoiced at SAP's then current EarlyWatch® Checks fees in effect. Accordingly, a separate order form for EarlyWatch® Checks will be provided to Licensee, and Licensee would be required to sign, upon request of such service. Additionally, all costs associated with telecommunication access, line charges, and remote access costs shall be borne by Licensee for the SAP EarlyWatch® Checks. It shall be Licensee's responsibility to provide adequate security measures for its systems and any data contained therein. SAP agrees to treat any tangible data remotely accessed, which is designated as confidential, proprietary, or trade secret information of Licensee, pursuant to the terms of the Agreement.
- 9 In the event that Licensee fails to pay any sum due under this Agreement on its due date, Licensee shall be liable to pay interest on the outstanding sum calculated at the State Bank of India Prime Lending Rate applicable per annum from the due date until the date of payment.

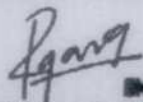
Accepted by
SAP India Systems, Applications and Products
 In Data Processing Pvt Ltd (SAP)

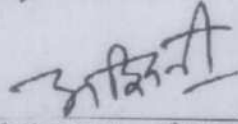

 Name: Alan Sedghi
 Title: Managing Director
South Asia Hub
 Date: _____
 Place: _____


 Name: Rajiv Subramanian
 Title: Head - Finance
 Date: 29/6/06
 Place: _____



Accepted by
Bharat Heavy Electricals Limited
 (Licensee)


 Name: RAJIV GARG
 Title: Addl. GM
 Date: 29/06/2006
 Corporate Information Tool
 MRD & SOI Complete
 Plot No. 25, Sector-16A,
 NOIDA-201 301 (U.P.)


 Name: ASHWINI KUMAR
 Title: DGM(IT)
 Date: 29-06-2006

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
 प्लॉट नं. 25, सेक्टर-16ए/प्लॉट नं. 25, सेक्टर-16ए
 नोएडा (उ.प्र.)/Noida-201301 (U.P.)



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PROFESSIONAL SERVICES SCHEDULE ("PS Schedule")
 effective: June 29, 2006
 to
SAP INDIA
SAP SOFTWARE END-USER VALUE LICENSE AGREEMENT
 with
Bharat Heavy Electricals Limited ("Licensee")
 effective: June 29, 2006
 ("Agreement")

The parties agree that this Schedule is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the Agreement, the provisions of this Schedule shall prevail and govern.

1. **Services.** Upon request by Licensee, SAP will provide a Consultant(s) to perform at Licensee's direction, consulting and professional services including support of installation and implementation of the applicable SAP Software ("Services"). Any Statement(s) of Work ("SOW") more fully describing the project assumptions, scope, duration and fees for the Services shall reference this Schedule. All Services of the SAP Consultant(s) will be coordinated with the designated Licensee representative. Licensee is responsible for making the necessary internal arrangements for the carrying out of the Services on a non-interference basis.
2. **Satisfaction with Performance.** If at any time Licensee or SAP is dissatisfied with the material performance of an assigned Consultant or a Licensee project team member, the dissatisfied party shall immediately report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change.
3. **Compensation of SAP.** All Services will be provided by SAP on a time and expense basis at SAP's then current rates, unless otherwise agreed by the parties in a SOW.
4. **Taxes.** The fees listed in the applicable SOW do not include taxes. If SAP is required to pay sales, use, property, value-added or other taxes based on the Services provided under this Schedule, then such taxes shall be billed to and paid by Licensee. This section shall not apply to taxes based on SAP's income. Licensee also agrees to pay SAP for additional tax amounts if any, created by the taxability of Consultants' reimbursed travel and living expenses resulting from long term assignments at Licensee's locations.
5. **Work Product.** Unless otherwise agreed to in writing by the parties in a SOW, SAP shall have the sole and exclusive right, title and ownership to any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of the SAP Services and deliverables, whether or not developed for Licensee.
6. **Warranty.**
 - 6.1 SAP warrants that its Services shall be performed consistent with generally accepted industry standards.
 - 6.2 SAP makes no warranty of merchantability or fitness for a particular purpose, nor any other warranties, express, implied or statutory, in connection with this schedule and the services provided hereunder.
7. **Limitation of Liability.** With respect to services, anything to the contrary notwithstanding, except for damages resulting from unauthorized use or disclosure of the proprietary information and sap's right to collect unpaid fees, under no circumstances shall sap, its consultants or licensee be liable to one another or any other person or entity for an amount of damages in excess of fees paid, for the applicable services hereunder or be liable in any amount for special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage, data loss, computer failure or malfunction, or exemplary or punitive damages. The provisions of the Schedule allocate the risks between SAP and Licensee.
8. **Termination.** The terms of this Schedule shall be effective as of the Effective Date of the Agreement and shall remain in effect until terminated by either party upon thirty(30) days prior written notice or otherwise in accordance with a particular SOW. Licensee shall be liable for payment to SAP for all Services provided prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services, in accord with the applicable SOW.
9. **General Provisions.**
 - 9.1 SAP may subcontract all or part of the Services to be performed to a qualified third party.
 - 9.2 With respect to the Services provided by SAP under this Schedule and any SOW hereto, the relationship of SAP and Licensee is that of an independent contractor.
 - 9.3 This Schedule, including any applicable SOWs, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or



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[Handwritten signatures]


ual, relating to the same subject matter. In the event of any inconsistencies between this Schedule and a SOW, the SOW shall take precedence over the Schedule. Any purchase order or other document issued by Licensee is for administrative convenience only.

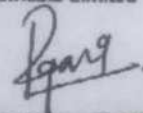
9.4 Licensee shall not solicit or hire, in any capacity whatsoever, any of SAP's employees involved in a Statement of Work during the term of the applicable Statement of Work and for a period of 6 months from the termination thereof, without the express written consent of SAP.


10. Survival Sections 6 and 7 above shall survive any termination of the Schedule.

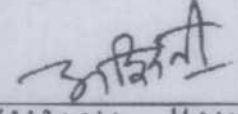
Accepted by:
SAP India Systems, Applications and Products
In Data Processing Pvt Ltd (SAP)

Accepted by
Bharat Heavy Electricals Limited
(Licensee)


Name: Alan Sedghi
Title: Managing Director
South Asia Hub
Date:
Place:


Name: RAJIV GARG
Title: Addl GM
Date: 29/06/2006
Corporate Information Technology
HRD & SST Complex
Plot No. 25, Sector-18A,
NOIDA-201301 (U.P.)


Name: Rajiv Subramanian
Title: Head - Finance
Date: 29/6/06
Place:


Name: ASHWINI KUMAR
Title: DGM (IT)
Date: 29/06/2006



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
प्लॉट नं. 25, सेक्टर-18ए/Plot No. 25, Sector-18A
नोएडा (उ.प्र.)/Noida-201301 (U.P.)

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Appendix 1
 effective: June 29, 2006
 to
 SAP INDIA
SAP SOFTWARE END-USER VALUE LICENSE AGREEMENT
 with
 Bharat Heavy Electricals Limited ("Licensee")
 effective: June 29, 2006
 ("Agreement")

This Appendix 1 is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix 1 contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix 1 shall prevail and govern.

1. NAMED USER DEFINITIONS:

- 1.1 "Professional User" is a Named User who performs operational related roles supported by the Software and includes the rights granted under the Employee User.
- 1.2 "Limited Professional User" is a Named User who is an employee of Business Partners performing limited operational roles supported by the Software.
- 1.3 "Employee User" is a Named User who performs only employee self-service related roles supported by the Software. Each Employee User may access the Software solely for such individual's own purposes.
- 1.4 "Developer User" is a Named User who uses development and administration tools provided with the Software for the purpose of modifying, deploying and managing SAP Software. The Developer User (1) does include the rights granted under the Employee User and (2) does not include the rights granted under the (a) Professional User and/or (b) Limited Professional User.

- 2. **LICENSED SOFTWARE:** The Software licensed to Licensee pursuant to this Appendix consists of the components identified below and specified as being licensed ("Software"). Only individuals licensed as Named Users hereunder are permitted to Use the SAP Software and third party Software licensed herein (including optional Software). Such Use shall be in accordance with their respective Named User type and in accordance with identified licensed Level. At SAP's request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software. SAP agrees that the initial request for such report will occur twenty-four (24) months following the effective date of this Appendix and will continue annually thereafter.

Licensed SAP Software may utilize limited functionality of other SAP Software products. Unless Licensee has expressly licensed (under this or a separate Appendix) the other SAP software utilized by the licensed SAP Software, Licensee's Use of such other SAP Software is limited to access by and through the other SAP Software for the sole purpose of enabling performance of the licensed SAP Software.

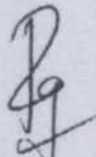
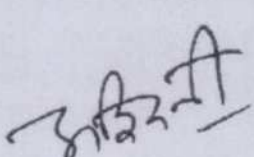

In the event Licensee Uses the SAP Software to build and/or operate a custom developed or third party application, additional license fees may be required.

2.1 mySAP BUSINESS SUITE:

"X" if Licensed		Number of Named Users Licensed: (3)			
		Professional	Limited Professional	Employee	Developer ⁽¹⁾
X	mySAP Business Suite	199 ⁽²⁾	3,000 ⁽⁴⁾	17,000 ⁽⁵⁾	1

- (1) Licensee agrees to maintain at least one Developer User per installation.
- (2) These Named Professional Users licensed here in are restricted to Human Resources functionality only.
- (3) These Named Users Licensed here in are restricted to use Portals, Strategic Enterprise Management, Business Warehouse for Human Resources Functionality only.
- (4) These Limited Professional Users are allowed to access Managerial Self Services and Knowledge Management functionality only.
- (5) These Named Employee users licensed here in are restricted to Employee Self Services functionality only.



2.2 OPTIONAL CROSS INDUSTRY SOFTWARE LICENSED

"X" if Licensed	Applicable mySAP Solution	Optional Cross Industry Software	License Metric	Licensed Level
X	mySAP ERP	Payroll Processing ⁽⁶⁾	Master Records	43,000

(6) Excludes U.S. Payroll Tax Processing which, if licensed from SAP, must be licensed via a separate Appendix and must equal or exceed the Licensed Level for Payroll Processing

- 2.3 OPTIONAL INDUSTRY SPECIFIC SOFTWARE LICENSED: Nil
- 2.4 OPTIONAL SUPPLEMENTARY SOFTWARE LICENSED: Nil
- 2.5 DATABASE: Oracle

2.6 COUNTRY/LANGUAGE VERSIONS LICENSED: Applicable country/language specific versions licensed by Licensee from SAP hereunder are as follows: India Version [Country India Version is built in the standard Software licensed hereunder]

SAP licenses the Software for Use in countries for which there is currently no language or country specific functionality. Certain country/language specific functionality must be licensed directly from an SAP distributor located in that country as identified in SAP's current List of Prices and Conditions.

2.7 BUSINESS CONNECTOR: The mySAP Software licensed under item 2.1 above includes the right to Use the SAP Business Connector that is downloadable by Licensee from SAP's applicable website.

Use of the Business Connector is only permitted for connecting to SAP Software components and is not permitted for communications between one or more systems not operating the Software.

3. LICENSE FEE AND PAYMENT: The Net Price License Fee for the Software specified above for the total number of Named Users, and Software Engines is INR 27,850,000, provided the Use restrictions mentioned below are complied with. The Net Price License Fee INR 27,850,000 shall be invoiced on or before June 30, 2006 and is due and payable by Licensee as follows:

Payment Due Date	Amount (INR)
September 29, 2006	27,850,000

The Software licensed under this Appendix is licensed subject to receipt of payment within the stipulated terms. The Licensee understands that SAP shall issue a temporary license key for the Productive system that will shut off the system within forty five (45) days of issue of installation key to the Software if the payment stipulated in respect of this Appendix has not been received. Failure to obtain the permanent keycodes will cause the Licensee to have limited Software access until obtained. The Licensee accepts that in no event shall SAP be responsible for any damages whatsoever arising out of the software system being shut off.

Use Restrictions - In the event (i) the quantity of Named Users, Software Engines, SAP Industry Solutions and/or Content licensed above are not adhered to by Licensee or its Affiliates, and/or (ii) there are changes in the standard mySAP Software licensed above, Licensee agrees, within a reasonable period of time, to provide written notice to SAP, and SAP reserves the right to modify the Agreement to reflect such additional Named Users, Software Engines, SAP Industry Solutions and/or Content and the changes in the standard mySAP Software, invoice Licensee for such additional Named Users, Software Engines, SAP Industry Solutions and/or Content at mutually agreed price and increase Maintenance Fees accordingly. Such price shall be mutually agreed between the parties within 30 days of above findings.

- 4. INSTALLATION: For Software to be installed on a specific Licensee or Affiliate Designated Unit within the Territory, Licensee shall provide SAP with written notice of the type/model and serial number and location of each Designated Unit and the number of Users allocated to each such Designated Unit prior to such installation. Such notice shall be in a form materially similar to Appendix 2 attached hereto and is to be sent to: SAP Contracts Department, Attention: Contract Administrator, 47 Scotts Road, #16-00 Goldbell Towers, Singapore 228233.
- 5. DELIVERY: Delivery of the Software and Documentation would be through electronic download that is accessible via the SAP Service Marketplace. SAP will provide the access details for the Delivery by June, 2006. Physical delivery would be at the option of the Licensee. The Licensee to record a request for physical delivery of Software and Documentation through/at website. If requested by the Licensee, Physical delivery will be free on board shipping point (outside India) to the Licensee.
- 6. MAINTENANCE FEE AND PAYMENT: Maintenance service offered by SAP is set forth in the Maintenance Schedule to the Agreement. Maintenance at the site(s) specified in the Maintenance Schedule to the Agreement shall commence as of the first day of the month following initial delivery of the Software.

Maintenance Service for the Software at such Designated Site(s) licensed hereunder for the above-specified License grant, shall commence on July 01 2006 and shall be priced at 17% (or the then current factor) of INR 27,850,000 per annum. Other than the first year where the Maintenance Fee shall be invoiced in advance for



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Maintenance Service from commencement date to the end of the calendar year, all subsequent Maintenance Fee shall be invoiced annually in advance at the start of the calendar year. All Maintenance fee is payable by Licensee to SAP within 30 days of invoice date.

7. **THIRD-PARTY DATABASE:**

Software licensed hereunder currently requires a third-party database, which has been licensed hereunder as a runtime version. Such runtime version shall be limited to Use by Licensee solely in conjunction with Use of the Software licensed hereunder, and cannot be used to run any third party software not licensed hereunder.

In the event Licensee uses the licensed database other than as specified above, a full license, including programming tools provided through such third-party supplier must be licensed directly from a third party database supplier.

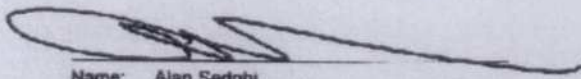
8. **LICENSE KEY:** Each copy of the Software licensed hereunder requires a license keycode. For each installation of the Software, eight (8) keycodes shall be provided. The license keycodes will be issued by SAP AG within four (4) weeks from the date of installation of the Software on each Designated Unit. The required form to receive the license keycodes from SAP AG must be completed by Licensee and faxed to SAP AG within the four (4) week period following installation of the Software. The applicable form and fax number will be included in each installation kit provided to Licensee upon delivery of the Software. Licensees that subsequently change Designated Units for Use of the licensed Software must be re-issued license keycodes for each respective copy of the licensed Software. Failure of Licensee to obtain necessary license keycodes for the licensed Software within four (4) weeks of installation of such Software, will cause the Software to have limited User access until such time as the license keycodes are issued.

9. **PUBLICITY:** In consideration of the additional Software discount, Licensee agrees to participate in reference activities for the Software including but not limited to reference calls and stories, press testimonials, site visits, SAPPHIRE participation, etc., at times mutually agreeable to the parties. SAP will make reasonable efforts to avoid having the reference services unreasonably interfere with Licensee's business.

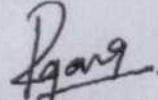
10. **VALIDITY OF OFFER:** The validity of this Appendix will expire on June 30, 2008, unless sooner executed by Licensee, or extended in writing by SAP.

Accepted by:
SAP India Systems, Applications and Products
In Data Processing Pvt Ltd (SAP)

Accepted by:
Bharat Heavy Electricals Limited
(Licensee)




Name: Alan Sedghi
Title: Managing Director
South Asia Hub
Date: _____
Place: _____

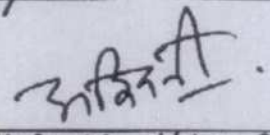


Name: RAJIV GARG
Title: Add. GM
Date: 29/06/2006

RAJIV GARG
Add. General Manager (I)
BHARAT HEAVY ELECTRICALS LTD
Corporate Information System
HRD & ESI Complex
Plot No. 25, Sector-18A,
NOIDA-201 301 (U.P.)



Name: Rajiv Subrahmanian
Title: Head Finance
Date: 29/6/06
Place: _____



Name: ASHWINI KUMAR
Title: DGM (IT)
Date: 29-06-2006



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
प्लॉट नं. 25, सेक्टर-18ए/प्लॉट नं. 25, सेक्टर-18ए
नोएडा (उ.प्र.)/नोएडा-201301 (उ.प्र.)



Note Appendix 2's must be signed for each Designated Site prior to delivery of Software by SAP

Appendix 2
effective: June 29, 2006
to
SAP INDIA
SAP SOFTWARE END-USER VALUE LICENSE AGREEMENT
with
Bharat Heavy Electricals Limited ("Licensee")
effective: June 29, 2006
("Agreement")

Designated Unit(s) to be identified by Licensee to SAP in writing

Type/Model No.
Serial No.:

Designated Site(s): **Bharat Heavy Electricals Limited**
Corporate Information Technology Division, IIRU Institute, Plot No: 25, Sector-18A,
NOIDA, Uttar Pradesh - 201303, India

1. Software, Users and Engines licensed to Licensee pursuant to the above referenced Agreement and Appendix 1 which is to be allocated to and/or installed the above referenced Designated Unit(s) at the specified Designated Site is as follows.

1.1 mySAP BUSINESS SUITE:

"X" # Licensed		Number of Named Users Licensed: (3)			
		Professional	Limited Professional	Employee	Developer ⁽¹⁾
X	mySAP Business Suite	199 ⁽¹⁾	3,000 ⁽¹⁾	17,000 ⁽¹⁾	1

- (1) Licensee agrees to maintain at least one Developer User per installation
- (2) These Named Professional Users licensed here in are restricted to Human Resources functionality only.
- (3) These Named Users Licensed here in are restricted to use Portals, Strategic Enterprise Management, Business Warehouse for Human Resources Functionality only.
- (4) These Limited Professional Users are allowed to access Managerial Self Services and Knowledge Management functionality only.
- (5) These Named Employee users licensed here in are restricted to Employee Self Services functionality only.

1.2 OPTIONAL CROSS INDUSTRY SOFTWARE LICENSED

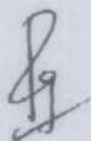
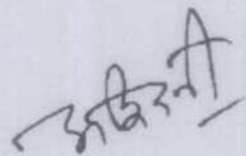

"X" # Licensed	Applicable mySAP Solution	Optional Cross Industry Software	License Metric	Licensed Level
X	mySAP ERP	Payroll Processing ⁽¹⁾	Master Records	43,000

(5) Excludes U.S. Payroll Tax Processing which, if licensed from SAP, must be licensed via a separate Appendix and must equal or exceed the Licensed Level for Payroll Processing

1.3 OPTIONAL INDUSTRY SPECIFIC SOFTWARE LICENSED: Nil

1.4 OPTIONAL SUPPLEMENTARY SOFTWARE LICENSED: Nil









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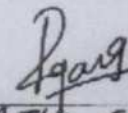
1.5 DATABASE: Oracle

Accepted by:
SAP India Systems, Applications and Products
In Data Processing Pvt Ltd (SAP)

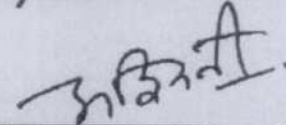

 Name: Alan Sedghi
 Title: Managing Director
South Asia Hub
 Date: _____
 Place: _____


 Name: Rajiv Subramanian
 Title: Head - Finance
 Date: 29/06/06
 Place: _____

Accepted by:
Bharat Heavy Electricals Limited
(Licensee)


 Name: RAJIV GARG
 Title: Asst. GM
 Date: 29/06/2006

RAJIV GARG
 Add. General Manager (IT)
BHARAT HEAVY ELECTRICALS LIMITED
 Corporate Information Technology
 HRD & ESI Complex
 Plot No. 25, Sector-16A,
 NOIDA-201 301 (U.P.)


 Name: ASHWINI KUMAR
 Title: DGM (IT)
 Date: 29-06-2006



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
 Bharat Heavy Electricals Limited
 प्लॉट नं. 25, सेक्टर-16ए/प्लॉट नं. 25, सेक्टर-16A
 नोएडा (उ.प्र.)/Noida-201301 (U.P.)

Appendix J
 effective: June 29, 2006
 to
 SAP INDIA
SAP SOFTWARE END-USER VALUE LICENSE AGREEMENT
 with
 Bharat Heavy Electricals Limited ("Licensee")
 effective: June 29, 2006
 ("Agreement")

AFFILIATE USE AGREEMENT

This Affiliate Use Agreement is made effective as of this x day of month, 2006 between **SAP India, Systems, Applications and Products in Data Processing Pvt Ltd**, a Company registered under Companies Act, 1958 and having its registered office at 7/4, Thapar Niketan, Brunton Road, Bangalore 560 025 ("**SAP**"), and Affiliate's name a Company registered under Companies Act, 1956, with offices at Affiliate's address ("Affiliate").

1. Affiliate is entitled to have Named Users Use the Software on the Designated Unit(s) identified in the SAP Software End-User License Agreement dated June 29, 2006 between Licensee and SAP ("Agreement").
2. Affiliate is entitled to Use the following Named User, Software Engine:
3. Affiliate agrees to abide by and be bound by all of the terms and conditions of the Agreement applicable to Affiliate and applicable to Licensee. SAP may directly enforce all such terms and conditions against it directly.
4. Affiliate agrees that its right to Use SAP Software and receive Maintenance services shall be governed solely by the Agreement. In the event that the Agreement is terminated, this Affiliate Use Agreement will be terminated, or if Affiliate ceases to meet the definition of "Affiliate" under the agreement, Affiliate agrees that all of its rights to the Software will cease effective as of such date when Affiliate ceases to meet the definition of "Affiliate" under the Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Affiliate Use Agreement.

**SAP India Systems, Applications and Products
 In Data Processing Pvt Ltd (SAP)**

**Affiliate's name
 (Affiliate)**

Name: Alan Sedghi
 Title: Managing Director
South Asia Hub
 Date: _____
 Place: _____

Name: _____
 Title: _____
 Date: _____

Name: Rajiv Subramanian
 Title: Head - Finance
 Date: _____
 Place: _____

Name: _____
 Title: _____
 Date: _____



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SOLUTION ADDENDUM FORM ("SAF Schedule")
 to
Appendix 1
effective June 29, 2006
 to
SAP INDIA
SAP SOFTWARE END-USER VALUE LICENSE AGREEMENT
 with
Bharat Heavy Electricals Limited
effective June 29, 2006
("Agreement")

This Schedule is hereby annexed to and made a part of the Agreement specified above.

MySAP Business Suite Contract Addendum / SAF Solution Addendum Form
<p>Distribution of the mySAP Business Suite Category Users</p> <p>For the mySAP Users licensed under this Software Agreement: Please indicate the estimated number of users per mySAP solution and note that multiple allocations of users are expected (total number of distributed users could be higher than the licensed number of users). Definitions of what is included in each of the topics can be found on the subsequent pages. Under no circumstances will the completion of this form influence the customer's user rights or any other rights that have been agreed in the signed contract. This information will be used solely for SAP internal statistical purposes. Thanking you for your cooperation.</p>

	Professional	Ltd. Professional	
	Professional	Ltd. Professional	Employee
	Professional	Ltd. Professional	Employee
	Professional	Ltd. Professional	Employee
	Professional	Ltd. Professional	

	199	3000	17000



mySAP Product Lifecycle Management	Professional	Ltd Professional	
SAP Apps	Professional	Ltd Professional	Employee

Customer Signature: *Rajiv*
 Name (block letters): **RAJIV GARG**
 Date: **29/06/2006**

RAJIV GARG
 Add. General Manager
BHARAT HEAVY ELECTRICALS LIMITED
 Corporate Information Technology
 HRD & BE Complex
 Plot No. 23, Sector-10A,
 Gurgaon-122001 (H.P.)

mySAP Customer Relationship Management
 In the Named User fee the following application areas are included:

- | | | | |
|---|---|---|---|
| <ul style="list-style-type: none"> Marketing Planning Customer Segmentation Product Management Campaign Management Lead Management Marketing Analytics Personalization | <p>Marketing</p> <ul style="list-style-type: none"> Mobile Service Mobile Service for Handheld Mobile Sales Mobile Sales for Handheld | <p>Field Service</p> <ul style="list-style-type: none"> Field Sales | <p>E-Commerce</p> <ul style="list-style-type: none"> E-Selling (Internet Sales) including Internet Pricing & Configuration E-Service E-Marketing Web Analytics |
| <ul style="list-style-type: none"> Sales Planning & Forecasting Organization & Territory Management Account & Contact Management Task & Activity Management Opportunity Management Contract Management Quotation & Order Management Sales Analytics | <p>Sales</p> <ul style="list-style-type: none"> Service Planning & Forecasting Customer Service & Support Service Operations Management Service Analytics Sales Service Marketing Analytics | <p>Service</p> <ul style="list-style-type: none"> Interaction Center | <p>CRM Analytics</p> <ul style="list-style-type: none"> Customer Behaviour Optimization Customer Profitability Optimization Product & Pricing Optimization |
| | | | <p>Channel Management</p> <ul style="list-style-type: none"> Channel Marketing Channel Sales Channel Service Channel Commerce Partner Management & Analytics |

Options for mySAP Customer Relationship Management (licensed separately)
 Only for your information, corresponding Users have to be mentioned above

- Sales / Service Order Processing
- SAP Trade Promotion Management
- SAP Workforce Deployment
- SAP Incentive and Commission Management
- Resale Tracking Engine
- Warranty Management

Supplementary products for mySAP Customer Relationship Management (licensed separately)
 Only for your information, corresponding Users have to be mentioned above

- BackWeb Incentive for SAP Field Sales/Service
- BackWeb Proactive Portal - Standard Edition
- Multi Channel Bundle
- Telephony Connector
- Message Connector

mySAP ERP, Financials



Rajiv
30/6/2006

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EULA 3005 V

In the Named User fee the following application areas are included:

- | | | |
|--|--|---|
| <p>Strategic Enterprise Management</p> <ul style="list-style-type: none"> Stakeholder Relationship Management Strategy Management Performance Measurement Strategic Planning & Simulation Business Consolidation | <p>Accounting</p> <ul style="list-style-type: none"> Financial Statements General Ledger/Sub-ledgers Revenue & Cost Accounting Order & Project Planning Product & Service Cost Calculation | <p>Corporate Services</p> <ul style="list-style-type: none"> Real Estate Management (for corporate use only) Travel Management |
| <p>Business Analytics</p> <p>Financial Analytics</p> | <p>Self Service</p> <ul style="list-style-type: none"> Financial Manager Self Service | |

Options for mySAP ERP, Financials (licensed separately)

Only for your information, corresponding Users have to be mentioned above

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> Real Estate Management for Residential Use SAP Incentive and Commission Management | <ul style="list-style-type: none"> Real Estate Management for Commercial Use SAP In-House Cash | <ul style="list-style-type: none"> SAP Financial Supply Chain Management SAP Treasury & Risk Management |
|---|--|---|

mySAP ERP, Human Resources

In the Named User fee the following application areas are included:

- | | | | |
|--|--------------------------------------|---|------------------------------------|
| <ul style="list-style-type: none"> Personnel Administration Time Management CATS Legal & Compliance Reporting Organizational Management | <p>Transaction Management</p> | <ul style="list-style-type: none"> Recruiting Personnel Cost Planning Compensation Management Training & Event Management Personnel Development Performance Measurement Management by Objectives | <p>Lifecycle Management</p> |
| <ul style="list-style-type: none"> HR Employee Self Service Expert Finder HR Manager Self Service HR Mobile Business | <p>Self Services</p> | <ul style="list-style-type: none"> KPI Reporting Balanced Scorecard | <p>Analytics</p> |

Options for mySAP ERP, Human Resources (licensed separately)

Only for your information, corresponding Users have to be mentioned above

- | | |
|---|--|
| <ul style="list-style-type: none"> Payroll Processing SAP Learning Solution | <ul style="list-style-type: none"> Pension Funds (only Germany – BAV, Switzerland, Netherlands) e-Recruiting |
|---|--|

mySAP Supplier Relationship Management

In the Named User fee the following application areas are covered:

Purchasing

- Self-Service Procurement
- Plan-Driven Procurement
- Catalog Content Management
- Service Procurement for Consulting & Temporary Labour
- Purchasing Controlling

Options for mySAP Supplier Relationship Management (licensed separately)

Only for your information, corresponding Users have to be mentioned above

- | | |
|---|--|
| <ul style="list-style-type: none"> Supplier Enablement | <ul style="list-style-type: none"> Strategic Sourcing |
|---|--|

mySAP Supply Chain Management



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In the Named User fee the following application areas are included:

- | | | | |
|--|-----------------------|--|------------------------|
| <ul style="list-style-type: none"> • Flexible Planning • Distribution Planning • Production Planning • Transportation Planning | Supply Chain Planning | <ul style="list-style-type: none"> • Materials Management & Purchasing • Manufacturing • Order Promising & Delivery • Warehouse Management • Transportation Execution • Foreign Trade / Legal Services | Supply Chain Execution |
| Collaborative Supply Chain Networking | | | |

Options for mySAP Supply Chain Management (licensed separately)

Only for your information, corresponding Users have to be mentioned above

- | | |
|---|--|
| <ul style="list-style-type: none"> • Advanced Planning and Scheduling <ul style="list-style-type: none"> ◦ Supply Planning ◦ Supply Chain Design ◦ Demand Planning • Transportation Optimization • SAP Railcar Management • Global Trade Management | <ul style="list-style-type: none"> • Event Management <ul style="list-style-type: none"> ◦ Supply Chain Event Management ◦ Supply Chain Performance Management • Service Parts Planning • Extended Warehouse Management • SAP Inventory Collaboration Hub • SAP RFID |
|---|--|

mySAP Product Lifecycle Management

In the Named User fee the following application areas are included:

- | | | | |
|---|-----------------------------------|--|------------------------------|
| <ul style="list-style-type: none"> • Document Management & SAP Easy Document Management • Product Structure Management • Change & Configuration Management • Design Collaboration (cFolders) | Product Lifecycle Data Management | <ul style="list-style-type: none"> • Audit Management • Quality Engineering • Quality Control • Quality Improvement | Quality Management |
| <ul style="list-style-type: none"> • Technical Assets Management • Mobile Assets Management • Maintenance Execution • Preventive & Predictive Maintenance • Asset Service Management • Maintenance KPI's & Cost Analytics | Enterprise Asset Management | <ul style="list-style-type: none"> • Program Planning • Project Execution • Interfaces • Program Management • Collaborative Project Management (cProjects) • Project Information Systems | Program & Project Management |

Options for mySAP Supply Product Lifecycle Management (licensed separately)

Only for your information, corresponding Users have to be mentioned above

- | | |
|--|---|
| <ul style="list-style-type: none"> • Environment, Health & Safety | <ul style="list-style-type: none"> • Work Clearance Management |
|--|---|

Supplementary products for mySAP Product Lifecycle Management (licensed separately)

Only for your information, corresponding Users have to be mentioned above

- | | |
|--|--|
| <ul style="list-style-type: none"> • AutoCAD Integration • CATIA (V5) Integration • I DEAS Integration • SolidEdge Integration | <ul style="list-style-type: none"> • Pro-Engineer Integration • UNIGRAPHICS Integration • SolidWorks Integration • Autodesk Inventor Integration |
|--|--|



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SAP xApps (Licensed Separately)

SAP xApp Resource and Portfolio Management (SAP xRPM)

- Portfolio Management
- Program and Project Execution
- Skills Profiling

SAP Global Trade Services (SAP GTS)

- Compliance Management
- Customs Management
- Risk Management

SAP xApp Product Definition (SAP xPD)

- Idea Management
- Concept Development
- Innovation Process Optimization

SAP xApp Emissions Management (SAP xEM)

- Emissions Modeling and Analysis
 - Emissions Compliance Management
 - Emissions Reporting and Documentation
 - Emissions Trading and Collaboration

SAP xApp Cost and Quotation Management (SAP xCQM)

- Quote Management
- Quote Assembly
- Integrated Costing

SAP xApp Integrated Exploration and Production (SAP xIEP)

- Asset Maintenance
- Project / Well Discovery
- Production Management
- Supplier Management

Other xApps



Handwritten signature in Hindi: सविता

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**SOFTWARE LICENSE AND SUPPORT AGREEMENT
SOFTWARE ORDER FORM 1 ("ORDER FORM")
EFFECTIVE: March 27, 2014 ("EFFECTIVE DATE")**

Between

SAP India Private Limited
Wing A, 2nd Floor, Tower B, Salarpuria Softzone,
Outer Ring Road, Bellandur,
Bangalore 560103, Karnataka, India
(Hereinafter "SAP")

And

Bharat Heavy Electricals Limited,
Head Office, BHEL House Siri Fort road,
Khelgaon, New Delhi - 110049, Delhi, India.
(Hereinafter "Licensee")

PREAMBLE:

SAP and Licensee agree that this Order Form is a binding agreement for SAP software licenses and support, governed by the SAP Software End-User Value License Agreement between SAP and Licensee dated June 29, 2006 ("Initial Agreement"), all exhibits, appendices, order forms, schedules or other addenda attached to or referenced by the Initial Agreement or this Order Form ("Schedules") and the applicable Software Use Rights document ("Use Terms") current at the time of execution of this Order Form, a copy of which is found at www.sap.com/company/legal/index.epx and made a part hereof. All components are integral to this agreement, collectively form a single agreement with all other orders or appendices subject to the Initial Agreement and collectively are referred to herein as the "Agreement". Licensee acknowledges it has had the opportunity to review the Use Terms prior to executing this Order Form. SAP recommends Licensee prints copies of the applicable Use Terms for Licensee's own records. For purposes of this Order Form, any reference in the Use Terms and this Order Form to the GTC shall mean the Initial Agreement, and all references to the term "Appendix" or "Appendices" under the Agreement shall include a reference to the term "Order Form". The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Software Order Form; (ii) the Schedules; (iii) the Use Terms; and (iv) the Initial Agreement.

1. **LICENSED SOFTWARE AND FEES.** The Software licensed to Licensee pursuant to this Order Form and associated fees consists of the component(s) identified in Schedule 1 attached hereto and specified as being licensed ("Software"). All license fees are net after discount, if applicable. The total net License Fee payable by Licensee for Software licensed under this Order Form is as set forth in Schedule 1, and shall be invoiced upon execution of this Order Form.

If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services with SAP AG, any SAP AG affiliate (including SAP) or any other distributor of SAP software, such affiliate or subsidiary shall not be licensed to Use any Software licensed under the Agreement, and such affiliate or subsidiary shall not receive any support services under the Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

2. **SAP SUPPORT SERVICES AND FEES:** SAP and Licensee agree that SAP Enterprise Support is the applicable SAP Support offered by SAP for the Software licensed under this Order Form, as set forth in the SAP Enterprise Support Schedule to the Agreement.

SAP Enterprise Support shall commence as of the first day of the month following the delivery of Software licensed under this Order Form. The initial term of SAP Enterprise Support is the remainder of the current calendar year and the next full calendar year (except in cases of Effective Date commencing on January 1 of a respective calendar year, in which case the initial term will run until December 31st of the respective calendar year) ("Initial Term"). After the Initial Term and subject to the Agreement and SAP Enterprise Support Schedule, SAP Enterprise Support shall renew at the beginning of each calendar year for the subsequent one year period. SAP Enterprise Support Fees shall be paid annually in advance and shall be as specified below. After the Initial Term, any limitations on increases to the SAP Enterprise Support Fees are subject to Licensee's compliance with the Customer COE requirements specified in the SAP Enterprise Support Schedule.

The SAP Enterprise Support Fee for the Software licensed under this Order Form is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) multiplied by the total License Fee for the licensed Software stated in Schedule 1. The current annual SAP Enterprise Support Fee for the Software licensed under this Order Form is set forth in Schedule 1 as the "Annual Support Fee". SAP agrees that the SAP Enterprise Support Factor shall remain at 22% until December 31, 2016. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee, which change shall be in consistence with and generally applicable to similarly situated licensees of SAP in India.

Not raising fees in any given year or years is not a waiver of SAP's right to do so. SAP Enterprise Support Fees are invoiced on an annual basis effective January 1 of a calendar year. Any SAP Enterprise Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect. SAP Enterprise Support Fees will increase as additional software is licensed.

3. **PAYMENT TERMS:** All fees are in the currency set forth in Schedule 1 and do not include Taxes. The net License Fee specified in Section 1 above and the annual SAP Support Fees specified in Section 2 above shall be payable by Licensee thirty (30) days from date of invoice.



- 4. **DELIVERY:** Delivery of all Software licensed hereunder will be made by physical delivery only, which will be free-on-board SAP's shipping point (at Dehradun, India), to Licensee at the following location: **Bharat Heavy Electricals Limited**, Head Office, BHEL House Siri Fort road, Khelgaon, New Delhi - 110049, Delhi, India.

Unless otherwise agreed, SAP will deliver the release of Software that is current at the time of the effective date of this Order Form. Licensee agrees and understands that the calculation of applicable taxes in accordance with applicable jurisdictional tax laws, which shall be the responsibility of Licensee, may be affected by the delivery method of the Software (and corresponding SAP Support) as addressed herein. Delivery of Software is subject to Section 12.4 of the Initial Agreement, and SAP is not responsible for delays in or prevention of delivery due to application of applicable export laws.

- 5. **PERFORMANCE BANK GUARANTEE:** SAP shall at the beginning of each calendar year (except for calendar year 2014, for which SAP shall furnish an unconditional and irrevocable Bank guarantee to Licensee within 2 weeks from the execution of this Appendix by the parties) furnish to Licensee an unconditional and irrevocable Bank guarantee issued by a reputed bank in India for due performance of SAP's support commitments under this Order Form. This irrevocable Bank guarantee shall be drawn in favour of Licensee for an amount equal to the SAP Enterprise Support Fees payable for the calendar year plus applicable taxes. The bank guarantee shall expire at the end of the calendar year in which it is issued. Licensee shall have the right under this guarantee to invoke the bank guarantee and claim the amount thereunder in the event SAP fails to honor its support commitments entered into under this Order Form.
- 6. **CONFIDENTIAL TERMS:** Licensee agrees that the terms of this Order Form and all related information, including price, commercial terms and any correspondence between the parties concerning the terms of SAP's proposal to Licensee ("Confidential Information"), shall not be disclosed in any manner to any third party without SAP's prior written consent. SAP has shared the line item wise price details for each of the Software licensed under this Order Form as a one-time exception and the Licensee agrees that the request for such price details will not be made in future and SAP shall not be obligated to share the same.
- 7. **VALIDITY OF OFFER:** The validity of this offer will expire on March 31, 2014, unless sooner executed by Licensee, or extended in writing by SAP.

Accepted by:
SAP India Private Limited
 (SAP)

Accepted by:
Bharat Heavy Electricals Limited
 (Licensee)

Name: _____
 Title: _____
 Date: _____

Name: Santosh Kumar Gupta
 Title: Br. Manager (HQ)
 Date: 27.3.2014

Name: Samir Kashyap
 Title: Chief Financial Officer
 Date: _____

Name: PRADEEP
 Title: Sr. Manager (CSIT)
 Date: 27/3/2014

प्रदीप / PRADEEP
 प्रबन्धक / Manager

कॉर्पोरेट सूचना प्रौद्योगिकी / Corporate Information Technology
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
 बीएचईएल हाउस सिरि फोर्ट / BHEL House, Siri Fort
 नई दिल्ली - 110 049 New Delhi - 110 049



Schedule 1 to Order Form 1 dated March 27, 2014

Customer Name	Bharat Heavy Electricals Limited				
Support Type	SAP Enterprise Support				
Fee Summary					
Total Net License Fee	12,400,000.00 INR				
Maintenance Base	12,400,000.00 INR				
Annual Support Fee	2,728,000.00 INR				
Software Licensed					
Product	*TPP	**SAV	License Metric	Blocks of (units)	License Quantity
SAP Business Suite Professional User ⁽¹⁾		X	SAP Business Suite Professional User	1	140
SAP Business Suite Employee Self-Service User		X	SAP Business Suite Employee Self-Service User	1	1,456
SAP Payroll Processing		X	Master records	500	1
Database	X		Oracle DB		

Legend:

* TPP- Third Party Product: "X" indicates the software product is a Third Party Product licensed from SAP.
** SAV-SAP Application Value: "X" indicates that the product is part of the SAP application value and thus relevant for runtime databases licensed by SAP.

(1) These Named Professional Users licensed herein are restricted to Human Resources functionality only.

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Prakash ✓



Customer Information Form

Company Details

Company Name BHARAT HEAVY ELECTRICALS LIMITED
 PAN No TIN 33243560005 Service Tax No AAACB4146P XM012
e.g. AAGN389DST009

Contact Details

Ship To Address

Address Line 1 : PROTECT MANAGER, SAP-HR
 Address Line 2 : HEAD OFFICE BHEL HOUSE SIRIFORT ROAD KHELGA
 City* : NEW DELHI State** : DELHI Pin : 110049
 Phone : _____ Fax : _____
 Contact Person : M. G. ABHYANKAR Direct No : 011-66337021 EMail : peamga@bhel.in
PRADIP Direct No : _____ EMail : praddeep@bhel.in
 CST No : 239383/DT CST Date : 11.6.91 Tin No : 33243560005
e.g. 3456000078K e.g. 3456000078C

*Octroi is applicable in certain cities. If applicable, we shall be directly responsible for making octroi payments to either the courier company or the local tax authorities. SAP shall not be responsible for octroi payment in any case. Agree

Signature: [Signature]

**Please note that the road permit is required for shipments to Andhra Pradesh, Assam, Bihar, Chhattisgarh, Haryana, Jammu & Kashmir, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Orissa, Rajasthan, Sikkim, Tripura, Uttar Pradesh and West Bengal. The Road Permit would be required along with the order package to complete the order process.

Bill To Address

Address Line 1 : BHARAT HEAVY ELECTRICALS LIMITED
 Address Line 2 : HIGH PRESSURE BOILER PLANT, TIRUCHIRAPALLI 620034
 City* : TRICHY State** : TamilNadu Pin : 620014 PURCHASE DEPT
 Phone : _____ Fax : _____
 Contact Person : P. G. Abraham Direct No : 9442503079 EMail : pgvictor@bhelhy.com
Victor Direct No : _____ EMail : _____
 CST No : 239383/DT CST Date : 11.6.91 Tin No : 33243560005

Correspondence Address

Address Line 1 : _____
 Address Line 2 : same as above
 City* : _____ State** : _____ Pin : _____
 Phone : _____ Fax : _____
 Contact Person : _____ Direct No : _____ EMail : _____

[Signature]
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd
 बीएचईएल हाउस, सीरी फोर्ट / BHEL House, Sir Fort
 नई दिल्ली - 110 049 / New Delhi - 110 049



Person Responsible for Payment

Name : Abraham Victor Direct No : 9442503079 EMail : _____

Currently all SAP software are delivered/billed from the state of Uttarakhand .

The customer confirms that the billing is applicable to :

- Central Sales Tax (as the billing/delivery is to a place outside Uttarakhand
- Value Added Tax (as the billing/delivery is to a place in Uttarakhand

As per the Central Sales Tax Act, 1956, the customer may be entitled to concessional rate of sales tax in certain cases. SAP will by default, invoice at the appropriate rate of central sales tax, without considering concessional rate of tax.

In the event that the customer would like to avail concessional rate of tax, the customer confirms the following, along with provision of the mentioned documentation:

Scenario	Customer to provide following documentation to SAP	Sales tax forms (Form C/ I) to be provided by customer to SAP within	Option Chosen
Billing against Form C	Copy of Sales tax Registration certificate. Customer also specifically confirms that this certificate evidences 'software' as an eligible input for the customer's business (copy of certificate to be provided along with this form)	60 days of contract date	<input type="checkbox"/>
Billing against Form I	Copy of the letter from the Development Commissioner of the SEZ evidencing the customer as a SEZ unit (copy to be provided along with this form)	60 days of contract date	<input type="checkbox"/>

Note 1:

Based on a review of the documentation in column two above for correctness/ completeness/ compliance of laws, SAP would collect the appropriate rate of tax (which may include collecting the full tax rate i.e. not extending the concessional rate of tax).

In the event that concessional rate of tax is collected by SAP, if SAP does not receive the above-mentioned forms within the time-period as mentioned above, SAP would invoice the customer for the differential amount of tax, along with the interest applicable as provided in the sales tax laws.

Note 2: For Indirect Customers Proof of End User (Typically end customer PO) is mandatory & needs to be attached with this document

Customer's Signature

Account Executive's Signature

Signature

Field

Name Santosh Kumar Gupta

Designation Sr. Manager (SAP)

Date 27.2.2019

Signature

Field

Name : _____

Designation : _____

Date : _____

भारत ही इन्वोइसिंग लिमिटेड / BHEL House, Sir Fort
 शोएचईएल हाउस, सी फोर्ट / BHEL House, Sir Fort
 नई दिल्ली - 110 049
 Created by SAP India Business Operations, Maintained by SAP India Finance