

UNDERTAKING by Sub –Vendors/Sub contractors related to HVDC-RP 800

(± 800kV, 6000MW HVDC Multi Terminal System Package associated with HVDC Bipole link between Western region (Raigarh, Chattisgarh) and Southern region (Pugalur, Tamil Nadu))

a) Bribery and Corruption:-- We represent and warrant that we will not directly or indirectly make any payment, gift or other commitment to BHEL, to government officials or to agents, directors and employees of BHEL, ABB, POWERGRID or any other party associated with this project in a manner contrary to applicable laws and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

b) Confidentiality:-- We undertake to keep confidential all written and verbal information received from BHEL /POWERGRID in connection with this project. Further, we undertake that the written and verbal information (data, drawings etc) received from BHEL in connection to this project shall not be used for any purpose other than for the purpose of supply or services for this project for which it is intended.

The above undertaking does not however apply to the information which -

- through no fault of receiving Party, is or comes in public domain through publication or otherwise, or
- the receiving Party can establish that the information was in its possession, without any restrictions to its disclosure, at the time of its receipt.
- is subsequently lawfully acquired by the receiving Party independent of this project
- receiving Party is required to disclose to comply with applicable law, rule, regulation or court order or other Compulsory process of a court or other government body.

We understand that in the events of non-compliance of above clauses (a) and (b). M/s BHEL reserves the right in respect of this Purchase Order / Contract Agreement to terminate the same after due notice and forfeit Security Deposit and recover the loss, damages, cost of expenses incurred in getting the balance work/balance supply done through other agencies in addition to liability for liquidated damages .

Place

(Authorized Signatory of Supplier with Seal & Date)