

**Bharat Heavy Electricals Limited**



**Corporate Digital Transformation**

**Request for Proposal (RFP)**

**For**

**Procurement of 20 Modules of RAM, each 32 GB (Model No UCS-MR-1X322RV-A) for Cisco Server (CISCO UCS C240M4)**



BHARAT HEAVY ELECTRICALS LIMITED

भारत हैवी इलेक्ट्रिकल लिमिटेड

Corporate Digital Transformation

कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

Ref. No.: AA:CDT:2020/RAM

Dated: 27.11.2020

Dear Sir / Madam,

**Sub: Procurement of RAM (20\*32 GB), Model Number UCS-MR-1X322RV-A in 10 Servers (CISCO UCS C240M4).**

BHEL intends to procure 20 modules of RAM (32 GB each), Cisco make, having model no UCS-MR-1X322RV-A for 10 numbers of servers as per the terms and conditions of RFP enclosed.

Any clarifications / queries from the interested bidders must be submitted to BHEL on or before **07.12.2020**.

Any corrigendum / notifications issued by BHEL, in respect to this tender, shall be available / hosted on [www.bhel.com](http://www.bhel.com) and <http://eprocure.gov.in>. Hence all prospective bidders are expected to keep visiting [www.bhel.com](http://www.bhel.com) and <http://eprocure.gov.in> 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 respects in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **18-12-2020 at 1500 hrs.** Tenders to be dropped in the "Tender Box" at Ground Floor, Reception (back side), entry from Gate No. 3 at BHEL House, Siri Fort, New Delhi.

Bids shall be addressed to:

Ajay Bagati  
SDGM (CDT),  
Bharat Heavy Electricals Limited,  
CD Wing, 3<sup>rd</sup> Floor, BHEL House,  
Siri Fort, Hauz Khas,  
New Delhi – 110049  
Ph. 011-66337478

Thanking you,

Ajay Bagati

SDGM (CDT)

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## 1. Introduction:

BHEL is the largest engineering and manufacturing enterprise in India in the energy-related/infrastructure sector, today. BHEL was established more than 40 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.

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 14 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 -- efficiently and at competitive prices. 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.

## 2. Objective:

BHEL is running an On-Premise Centralized Email Solution (based on Zimbra) for its employees with DC and DR Centers located at our manufacturing unit R C Puram, Hyderabad. In total 10 servers of Cisco make (Model No. **CISCO UCS C240M4**), 5 each at DC and DR locations are used to run the solution. Each of the existing servers has 64 GB (2\*32 GB) RAM of Cisco make and model no. **UCS-MR-1X322RV-A**. Due to increased mail load, the utilization of the RAM in the servers has increased and is touching upto 95% on regular basis. The objective of this RFP is to enhance the RAM in these 10 servers from 64GB to 128GB ( in each server) by procuring 20 modules of RAM (32 GB each ) of same make & model (Cisco, model no UCS-MR-1X322RV-A ).

### 3. Eligibility Criteria

| Sl. No. | Eligibility Criteria                                                                                                                                                                 | Documents to be provided                                                                                                                                                                                                                   | Bidder's Compliance (Yes / No) |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1       | The bidder shall be OEM / OEM's Joint Venture Company / OEM's Subsidiary / OEM's authorized partner or System Integrator.                                                            | Documentary evidence for OEM / OEM's Joint Venture Company / OEM's Subsidiary / OEM's authorized partner or system integrator.<br>- Authorization letter from OEM, in case bidder is not OEM (As per <b>Annexure-IV</b> ).                 |                                |
| 2       | Average Annual Turnover for the last three Financial years ending 31/03/2020 should be minimum Rs. 2.1 lacs.                                                                         | Audited Balance Sheet, P/L accounts for 3 FY 2017- 2018, 2018-2019, 2019-2020.<br>However, if Audited Balance Sheet, P/L accounts for year 2019-20 is not available, Bidder has to submit copy of original CA certificate for year 2019-20 |                                |
| 3       | The bidder should have PAN No., GST Registration No, ITR for assessment year 2017- 2018, 2018-2019, 2019-2020                                                                        | Documentary proof                                                                                                                                                                                                                          |                                |
| 4       | The bidder should not have been currently black listed / banned for business dealings by any Govt. authority / department / agency or by any BHEL Unit / Region / Division / Office. | The bidder should provide an undertaking on its letter head to this effect signed by its authorized signatory.                                                                                                                             |                                |



#### 4. Key Activities and Dates

| Sl.No. | Key Activity                                   | Date                    |
|--------|------------------------------------------------|-------------------------|
| 1      | Issuance of Request For Proposal (RFP)         | 27-11-2020              |
| 2      | Last date of receiving queries from bidders    | 07-12-2020              |
| 3      | Last date of replying to queries               | 10-12-2020              |
| 4      | Last date and time for submission of proposals | 18.12.2020: 1500hrs     |
| 5      | Technical Proposal opening                     | 18-12-2020: 1600hrs     |
| 6      | Price Bid Opening                              | Will be intimated later |

#### 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 Non-Disclosure Agreement:

The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non-Disclosure Agreement is attached as **Annexure-II**.

##### 5.3 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.

##### 5.4 Procedure for Submission & Opening of Bids:

Bids shall be accepted by the official inviting the tenders, in two parts, as described below, on or before the due date & time indicated in the Tender Notice.

##### Part-I : Techno-Commercial Bid



This part shall consist of the following:

1) Bounded volume of:

- i. Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipment. The purchaser reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short-listed vendors will be opened.
- ii. Authorization letter from OEM authorizing the bidder to bid specifically for this tender.
- iii. No Deviation Certificate as per format enclosed as **Annexure-I**.
- iv. Checklist of PRICE BID (Unpriced Copy) as per format enclosed as **Annexure-III**.
- v. Enclosures as defined in checklist of enclosures.
- vi. A copy of complete RFP where each page is signed & stamped by the bidder.

**Part-II : Price Bid**

Price bid containing PRICES only is to be submitted (in the Price Schedule format enclosed as **Annexure-III only**). Prices shall be quoted in Indian Rupees only. Bidder shall mention applicable GST rates in the Price Bid clearly.

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).

**5.5 Marking On Envelope**

Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and super-scribed as follows:

**Part-I : 1. Tender Enquiry No. and Its Description**

**2. Due Date of Opening**

**3. Techno-Commercial Bid.**

**Part-II : 1. Tender Enquiry No. and Its Description**

**2. Due Date of Opening**

**3. "Price Bid" as per enclosed Format.**

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

**5.6 Bid Submission**

**5.6.1** Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

Ajay Bagati  
SDGM (CDT),  
Bharat Heavy Electricals Limited,  
CD Wing, 3<sup>rd</sup> Floor, BHEL House,  
Siri Fort, Hauz Khas,  
New Delhi – 110049  
Ph. 011-66337478

Email : [ajay.bagati@bhel.in](mailto:ajay.bagati@bhel.in) / [pradeepkumar@bhel.in](mailto:pradeepkumar@bhel.in) / [ripon@bhel.in](mailto:ripon@bhel.in)



5.6.2 Bids can also be delivered in person to the official inviting Bids.

5.6.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay.

## 5.7 Bid Opening

5.7.1 PART-I (Techno-commercial Bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently. However, Purchaser/Lessee reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.

5.7.2 In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.

5.7.3 Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.

5.7.4 Not more than two representatives from each bidder will be permitted to be present during tender opening.

5.7.5 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).

5.7.6 Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

5.7.7 Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.

5.7.8 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.

5.7.9 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

5.7.10 BHEL reserves the right to negotiate the tender, if required.

## 5.8 Late Bids:

Any proposal received by BHEL after the deadline for submission of bids shall be summarily rejected and returned unopened to the bidder.

## 5.9 Deviations:

Bidder shall submit the No Deviation Certificate as per the **Annexure-I**.

## 5.10 Language of Bid:

The bid, all correspondence and documents related to the bid shall be in English.

## 5.11 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 [ripon@bhel.in](mailto:ripon@bhel.in)/[pradeepkumar@bhel.in](mailto:pradeepkumar@bhel.in) by **07-12-2020**. The reply to the same will also be made available from the undersigned within 02 days. BHEL will not entertain or respond to bidders' queries and clarifications received after **07-12-2020**.



#### **5.12 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 (<http://www.bhel.com> or <http://eprocure.gov.in>) in Tender Notification section.

#### **5.13 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.

#### **5.14 Security Deposit (Not Applicable)**

#### **5.15 Return Of Security Deposit (Not Applicable)**

#### **5.16 Bank Guarantees (Not Applicable)**

#### **5.17 Evaluation of Bids:**

The Purchaser will evaluate the bids that have been determined to be substantially responsive. The bid evaluation is based on L1 criteria. The evaluation of responsive bids shall be done in 3 stages:

##### **Stage-I: Evaluation of Response To Eligibility Criteria:**

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

##### **Stage-II: Evaluation Of Techno & Commercial Bids:**

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

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

After the evaluation of commercial conditions, the Technical bid submitted by the Bidders will be evaluated. During the Technical Evaluation of the bid, BHEL will evaluate the bids based on the tender requirements and advisories issued by Govt. Of India. BHEL may ask for additional information / resources to validate the bid. These may include certifications/ technical documents / white papers / presentation from bidder or OEM or third party, references, demonstration of a proof of concept or solution, or their clients reference site, etc.

Any Bidder offering solutions or product against which Govt. of India has issued advisories raising security concerns or otherwise is liable to be rejected.

##### **Stage –III: Evaluation of The Price Bid:**



After finalizing the techno-commercial offers, Price Bids of only those bidders who pass the Techno-Commercial evaluation will be opened. The Order will be placed on bidder whose Price Bid is L1.

#### **5.18 Taxes & Duties:**

- Taxes (GST) shall be extra and payable as per prevailing rates. Any change in applicable taxes or imposition of any new applicable tax by GOI, the same shall be borne by BHEL on submission of documentary proof by the vendor. However, any decrease in applicable taxes or any new tax, benefit shall be passed on to BHEL.
- Bill prepared by the contractor should be pre-numbered and must contain inter-alia GST registration number, PAN number and GST category (as per Good & service tax act).
- TAX deduction at source: Tax shall be deducted at source from running bill as per applicable income tax rule & other statutory requirements.
- BHEL will claim Input Tax credit on GST.
- Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same if any shall be an account of contractor

#### **5.19 Purchaser's Right to accept or Reject any or all Bids:**

The Purchaser reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability towards the Bidders. BHEL may ask the bidder for POC of the offered solution / product during the Technical evaluation phase and may reject the solution if the POC is not found satisfactory.

#### **5.20 Limitation of Liability**

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

#### **5.21 Delivery Schedule**

The vendor (successful bidder) shall deliver the items within 60 days from the date of Acceptance of order by the vendor. The date of acceptance of order shall not be later than 7 days from the date of placement of order.

#### **5.22 Penalty for Late Delivery:**

If the items are not delivered within the delivery schedule, a penalty of 0.5% per week (or part thereof) subject to maximum of 10% of the total order value shall be imposed on the vendor.

#### **5.23 Indemnity:**

Vendor shall fully indemnify and keep indemnified the Purchaser against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Vendor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However, the Vendor will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information / instructions advised by purchaser and use of products prohibited by product manuals.

All such claims in this regard shall be settled as per Indian Laws.

In the event of any such claims being made against the Purchaser, Purchaser will inform in writing to the Vendor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.



## **5.24 Risk Purchase:**

- 5.24.1** Purchaser shall reserve the right to terminate the order / contract and procure the items from elsewhere at the risk and cost of the Vendor, either the whole or part, which the Vendor has failed to deliver within the stipulated delivery period. The Vendor would be liable to compensate the Purchaser for any loss, which the Purchaser Lessee may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty.
- 5.24.2** After installation & commissioning, if the vendor fails to rectify a problem, faulty hardware / software item /component or restore a faulty service within 15 days of the occurrence of the fault / problem, BHEL shall reserve the right to rectify or replace the faulty item /component / software / service by procuring from the market at risk and cost to the vendor.

## **5.25 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.

## **5.26 Force Majeure:**

Vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, provided notice of the happening of any such act / event is given by the Vendor to the Purchaser within 15 days from the date of its occurrence. Such acts / events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order / contract.

## 6. Special Terms and Conditions

### 6.1 Scope of Work:

The successful bidder shall supply 20 nos. of RAM (2\*32 GB) modules of specified make and model as per terms & conditions of this RFP.

### 6.2 Acceptance Test Procedure (ATP):

The vendor shall install the supplied RAM modules in a server at Corporate Office, New Delhi and demonstrate its successful operation for 7 days. If the performance of the RAM modules is found to be satisfactory (i.e, not giving any errors), an Acceptance Letter will be issued to the vendor.

### 6.5. Payment Terms:

- a) 90% Payment will be released within 45 days of submission of verified invoices in triplicate after delivery and successful installation. The following documents to be submitted along with the invoices:
  - i. Acceptance Letter (certified by BHEL)
  - ii. Tax payment proof
- b) Remaining 10% payment will be released after 3 months of successful installation, and within 45 days of submission of invoices.

### 6.6 Income Tax Depreciation:

Income tax depreciation will be claimed by BHEL.

### 6.7 Exemption

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are exempted from payment of cost of tender document and EMD (if applicable) as well as entitled to avail the benefit of **Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012**, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

### 6.8 Warranty & Support:

- 6.8.1 The items should have one-year warranty from OEM. In case of any fault, the vendor shall replace the items under OEM warranty within the stipulated warranty period.

### 6.9 Special Clauses:

- 6.9.1 There shall be only 1 bid from each Bidder.
- 6.9.2 Bidder shall have to quote as per the specifications in this document.
- 6.9.3 BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.



**6.9.4** Relevant portions, in the documents submitted in pursuance of eligibility criterion shall be highlighted. If the offer is not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.

**6.9.5** BHEL reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of above-mentioned clauses of eligibility criteria. Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false / incorrect, their total bid shall be summarily rejected and no correspondence on the same shall be entertained.

## **7. Technical Specifications**

The bidder shall supply following make and model of RAM:

Model No / Part No. UCS-MR-1X322RV-A compatible with Cisco Server (CISCO UCS C240M4)

## **8. List of Annexures:**

- 8.1** Annexure-I: Format for No-Deviation Certificate.
- 8.2** Annexure-II: Proforma for Non-Disclosure Agreement.
- 8.3** Annexure-III: Price Bid Format
- 8.4** Annexure-IV: Format for Authorization letter from OEM



**No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CDT:2020/RAM, dated 27.11.2020.**  
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: \_\_\_\_\_



**MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between Bharat Heavy Electricals Ltd.(BHEL), a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter called "The Bidder", whose principal mailing address is \_\_\_\_\_. WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for support for ILL at Sirifort, BHEL and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's: 1. business plans, methods, and practices; 2. personnel, customers, and suppliers; 3. inventions, processes, methods, products, patent applications, and other proprietary rights; or 4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information; NOW, THEREFORE, the Parties agree as follows:

- 1) Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
- 2) When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
- 3) All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
- 4) The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information



from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

5) Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or

5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or

5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or

5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or

5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

6) Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

7) Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

8) This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

9) This Agreement shall remain in effect for a period of one year from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

1.

2.

FOR AND ON BEHALF OF

**BHARAT HEAVY ELECTRICALS LTD**

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

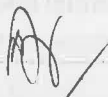
Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

1.

2.



## Price Format

| S. No. | Item Description                                     | Make  | Part. No.        | Qty.<br>(A) | Unit Net Price<br>(B) | GST Rate (%)<br>(C) | Grand Total for 20<br>Units (excl. taxes)<br>$D = A \times B$ |
|--------|------------------------------------------------------|-------|------------------|-------------|-----------------------|---------------------|---------------------------------------------------------------|
| 1      | 32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v | Cisco | UCS-MR-1X322RV-A | 20          |                       |                     |                                                               |

Seal & Signature of the Company



**Authorization by OEM**

**To,**  
**BHEL,**  
**CDT,Noida/delhi**

**Subject:** Letter of Authority

Tender Ref No. AA:CDT:2020/RAM dated 27.11.2020.....

Dear Sir,

We hereby authorize M/s \_\_\_\_\_ to quote for your above mentioned tender enquiry, dated: 27.11.2020

(Authorized signatory)

For \_\_\_\_\_

Note : This "Letter of Authority" should be issued on the letterhead of OEM.

