

भारत हैवी इलेक्ट्रिकल लिमिटेड  
**Bharat Heavy Electricals Limited**



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन  
**CORPORATE DIGITAL TRANSFORMATION (CDT)**

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

**Request for Proposal**

**FOR**

**Annual Maintenance Contract for 3 nos. of 2X40KVA Online UPS**

**at**

**Corporate Office, New Delhi**



**BHARAT HEAVY ELECTRICALS LIMITED**  
भारत हेवी इलेक्ट्रिकल लिमिटेड  
**Corporate Digital Transformation**  
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

**Ref. No. : AA:CDT:UPS-AMC(2017-18)**

**Date: 01<sup>st</sup> Nov 2017**

Dear Sir / Madam,

**Sub: Enquiry for Annual Maintenance Contract (AMC) for 3 nos. of 2X40KVA Online UPS for 1 year**

Sealed bids are invited for Annual Maintenance Contract (AMC) for 3 nos. of 2X40KVA Online UPS for 1 year deployed at CDT, New Delhi as per the terms and conditions of RFP enclosed.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on [www.bhel.com](http://www.bhel.com) and cpp\_portal. Hence all bidders are expected to keep visiting [www.bhel.com](http://www.bhel.com) and cpp portal 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 delivered on or before the due date & time i.e., **08.11.2017 at 1600 hrs.**

Bids shall be addressed to:

DGM (CDT)  
Bharat Heavy Electricals Limited,  
CDT-Hall, 2<sup>nd</sup> Floor, HRD & ESI Complex,  
Plot no. 25, Sector-16a, Noida (UP) – 201301.

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

DGM (CDT)

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### 1. Key Activities and Dates:

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	01-11-2017
4	Last date and time for submission of proposals	08-11-2017: 1600hrs
5	Technical and Commercial Proposal opening	08-11-2017: 1630hrs

### 2. Objective:

Annual Maintenance Contract (AMC) for a period of 1 year for 3 nos. of 2X40KVA online UPS deployed at CDT, New Delhi. The brief specifications of the 2X40KVA UPS are as under:

Item Name	Make & Model	Qty.	Brief configuration
2X40KVA Online UPS	Emerson 7400M 2x40KVA	3 set	System Configuration: 2 x 40 KVA UPS in parallel redundancy equal Load Sharing Mode.  Batteries: 64 nos of 12V 100AH Exide make batteries. Technology : True On-line, double conversion type Input Source : Mains/Local DG Set Compatibility Input Voltage : 415 VAC 3 phase, 4 wires Input Frequency : 50 Hz Output Voltage : 415 VAC 3 phase, 4 wires Output Power Factor : 0.8 or higher (KVA x PF will be also be considered for evaluation) Inverter Efficiency : > 89% Overall efficiency : > 85%

The AMC for 2 nos. of 2x40KVA online UPS will be from 03.12.2017 to 02.12.2018 and for 1 no. of 2x40KVA online UPS from 01.01.2018 to 31.12.2018.

### 3. Special Terms and Conditions

#### 3.1 Scope of Work:

The vendor shall provide comprehensive On-Site AMC support services for a period of 1 year as per the start date of the AMC for each UPS. The support shall cover following:

- Troubleshooting / Rectification / Repair /Replacement of a faulty part / component /module of the UPS within time period specified in SLA after a call is logged with the vendor.
- Visit of service engineer to the site after call is logged.
- Resolution of the problem as per SLA specified time period.
- Provisioning of spares as and when required.



- v. Installation / Re-Installation / Configuration of hardware / software which gets faulty and needs repair / replacement.
- vi. Periodic health checks of the systems (at least once in a quarter).
- vii. Health-check of batteries. However, providing replacement for faulty batteries shall not be in the scope of the vendor.

### 3.2 SLA:

Same business day support on all hardware & software products. On logging complaint with the vendor, the engineer should visit for diagnosis & troubleshooting within 2 hours (between 8am to 8pm).

### 3.3 Penalty for SLA Non-Conformance:

The deduction for downtime for each equipment per month will be as follows:

S. No.	Downtime per equipment basis	Downtime hrs	Deduction Factor / Value
1	Primary UPS with failover on secondary UPS	More than 24 hrs	AMC charges for downtime + Rs.1000 per day. Less or equal to 6 hrs will be rounded down and more than 6 hours will be rounded up to a full day.
2	Both Primary UPS and Secondary UPS down	More than 8 hrs	AMC charges for downtime + Rs.1000 per day. Less or equal to 6 hrs will be rounded down and more than 6 hours will be rounded up to a full day.
<b>Note:</b> Total deduction shall be limited to maximum quarterly AMC charges			

### 3.4 Payment Terms:

The bill along with supporting documents shall be accepted at the end of quarter and payment excluding GST & notional interest thereon, shall be made within 30 days from the date of submission of the bills, complete in all aspect after due verification subject to other terms & conditions mentioned in clause no. 4.13 (Taxes & Duties) and SLA reports for the quarter (certified by BHEL)

## 4. General Terms and Conditions

### 4.1 Instructions to bidders:

- 4.1.1 The Bidder must give his compliance point by point.
- 4.1.2 BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.

### 4.2 Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent

practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

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

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

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

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

#### 4.3 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-V**.

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

Bids shall be accepted by the official inviting the tenders, in one part, on or before the due date & time indicated in the Tender Notice.

##### Bid documents:

##### Bid shall consists of the following:

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

Price bid containing PRICES only is to be submitted (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.

#### 4.5 Bid Submission

- 6.7.1. Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

**DGM (CDT)**  
**Bharat Heavy Electricals Limited,**  
**CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,**  
**Sector – 16A, Noida (UP) 201301**  
**Telephone no. : (0120) 2416462 / 2416496**  
**Email : [ajay.bagati@bhel.in](mailto:ajay.bagati@bhel.in) / [shivali@bhel.in](mailto:shivali@bhel.in)**



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

6.7.3. Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 1600 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

#### **4.6 Bid Opening**

4.6.1 Bid may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidder who may like to attend.

4.6.2 No correspondence shall be entertained from the bidders after the opening of Price Bid.

4.6.3 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.

4.6.4 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.

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

4.6.6 Purchaser reserves the right to negotiate the tender, if required.

#### **4.7 Validity of Offer**

Offer shall be kept valid for FOUR months from the due date of tender opening for Purchaser acceptance.

#### **4.8 Deviations**

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

**Technical & Commercial - No deviation is acceptable.**

#### **4.9 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 official inviting tender by 30.10.2017.

#### **4.10 Rejection of Bid and Other Conditions**

4.10.1 Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.

4.10.2 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.

4.10.3 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.



4.10.4 The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:

a) to reject any or all the bids.

b) to increase or decrease the quantities.

4.10.5 If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.

4.10.6 If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.

4.10.7 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

#### **4.11 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 (<http://www.bhel.com> or **cpp portal**) in Tender Notification section under the original tender enquiry number.

#### **4.12 Tender Evaluation:**

4.12.1 Total / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.

4.12.2 All applicable taxes (GST) are to be specified clearly in the Price Bid Format.

#### **4.13 Taxes and Duties:**

- 1) Goods & Services Taxes 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, in a case of any decrease in applicable taxes benefit shall be passed on to BHEL.
- 2) To enable BHEL to avail GST Input tax credit, the vendor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted quarterly at BHEL Corporate Office (the completion of work shall be vetted by BHEL representative) in the name of BHEL location (as per the BHEL instruction) and must contain the address and GSTIN of that BHEL.
- 3) Payment shall be made to the vendor only after submission of GST compliant Tax invoice as mentioned above and other relevant documents as per clause 3.4. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by the vendor within the stipulated time for the relevant period and tax amount thereon has been paid by the vendor to Government within the stipulated time period as per GST Law.



- 4) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by the vendor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/ leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the vendor's bill and/or adjusted against GST amount not paid as indicated under para 4.13 (3) above.
- 5) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by vendor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by the vendor on GST portal, the notional interest (presently rate of interest @24%) for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had the vendor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from the vendor.
- 6) GSTIN of BHEL will be provided to the vendor by respective office of BHEL within 30 days from the placement of work order.

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

The Purchaser reserves the right to make changes within the scope of the Contract at any point of time.

4.14.1 The Purchaser reserves the right to accept or reject any or all bids, and to annul the Tender process at any time prior to the issue of Letter of Award. In this case, the Purchaser shall not incur any liability to the affected Bidders or any obligation to inform the affected Bidders about reasons for such action.

4.14.2 The Bidder shall not sub-contract supply of software/licenses without written consent from BHEL. Further, BHEL shall not be liable for making any payments to the sub-bidders.

#### **4.15 Statutory Obligations:**

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.

Bidder should have PF no. and ESI No. for executing the contract. Letter from authority for PF and ESI No to be provided

#### **4.16 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.

#### **4.17 Limitation of Liability:**

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

#### **4.18 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 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.



#### **4.19 Insurance: (Not Applicable for this tender)**

Insurance for the complete Systems/ Goods shall be arranged by the Vendor at his own risk and cost during transit, movement, storage and throughout the period of lease. Purchaser, under any circumstances, will not be responsible for any loss/ damage/ theft of any Systems/ goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor. Evidence of insurance policy shall be submitted to BHEL. If the vendor fails to renew the policy before the expiry, BHEL may affect the insurance from the lease rental.

For any theft of or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency; the vendor shall replace the item on its own within 7 working days of the reporting of the incident, after which SLA and Risk Purchase clauses of the contract will become applicable.

#### **4.20 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 will 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.

#### **4.21 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.

#### **4.22 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.

#### **4.23 Risk Purchase**

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

- a) The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.
- b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.

The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with



Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.

Recovery on account of purchases made by Purchaser at the risk and cost of Seller/Contractor shall be worked out as follows:

- a) Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO.  
And
- b) Additional 30% overheads as departmental charges on the ex-works value of new PO.

#### **4.24 Termination of The Contract & Its Consequences**

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

#### **4.25 Merger & Acquisition:**

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

#### **4.26 Sub-Contracting:**

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

#### **4.27 Special Clauses:**

- 4.27.1 BHEL reserves the right to terminate the contract within the contract period stating reasons, whatsoever, after giving an advance notice of one month.

### **5. List of Annexures:**

- 5.1 Annexure-I: Price Bid Format.
- 5.2 Annexure-II: No-Deviation Certificate Format
- 5.3 Annexure-III: Non-Disclosure Agreement Format
- 5.4 Annexure-IV: Declaration of GST benefits



**Annexure – I**

**Price Bid Format**

S. No.	Item Name	Qty.	AMC Charges for Unit Qty. (Excluding Taxes)	AMC Charges for Total Qty. ( Excluding Taxes )
	A	B	C	D=C*6
1	2X40KVA Online UPS	3 Set		
Total AMC charges for total qty. excl. taxes (D)				

**Total offered price excl. taxes (D) : Rs. ....**

.....

S.No.	Applicable Taxes	%age

**Note :**

1. The rate should be quoted in Indian Rupees.
2. Evaluation of L1 will be decided on the basis of total AMC charges for total qty. (excl. taxes) (D).
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:UPS-AMC(2017-18) dated 01<sup>st</sup> Nov 2017**. 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**

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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 annual maintenance contract for 3 nos. of 2X40KVA Online UPS, **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 two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

**FOR AND ON BEHALF OF**

**FOR AND ON BEHALF OF**



\_\_\_\_\_  
**BHARAT HEAVY ELECTRICALS LTD.**

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

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

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

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

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

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

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

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

**Witness**

1.

2.

**Witness**

1.

2.



**Declaration of GST Benefits**

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date:

