



**Bharat Heavy Electricals Limited**  
**Industry Sector, Transmission Business Group**  
**Integrated Office Complex**  
**Lodhi Road, New Delhi-110 003**  
**Phones: 011-41793425, Fax: 011-24369509**


**SUBJECT- CORRIGENDA TO NIT No.12228**

**DATE 16.07.2012**

1. Project : PGCIL N.E.Agra HVDC
2. Equipment / Item : A.C. Filter CT
3. Enquiry No. / Date : 122E139 dated 06.07.2012 Due on : 08.08.12

With reference to the above tender, kindly note that Undertaking (regarding confidentiality etc.) was not uploaded with other enquiry documents and hence enclosed herewith which is to be submitted with other enquiry documents (duly signed and stamped).

All terms and conditions of tender shall remain same. Kindly ensure to submit your offer by due date.

  
(R.K. Gangal)  
Manager (TBMM)

**UNDERTAKING by Vendors/Contractors for HVDC-NE AGRA project**

**( ± 800kV, 6000MW HVDC Multi Terminal System Package associated with North East/Eastern Region – Northern / Western Region Interconnector – I Project (C-61901R-S056-8))**

**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 event of non compliance of clauses a) and / or b) above, M/s BHEL reserves the right to terminate the Purchase Order / Contract Agreement placed on us for the above package after due notice and forfeit Security Deposit, black list or debar us from any contract with your organization for the period as deemed fit by BHEL and recover the loss, damages, cost of expenses incurred in getting the balance work/balance supplies done through other agencies. We also understand unambiguously that we will require all our sub-vendors and sub-contractors for this project (as applicable) to strictly adhere to these provisions.

Place (Authorized Signatory of Vendor / Contractor with Seal)

“In the name and on behalf of the Company’s CEO”

Date