



**BHARAT HEAVY ELECTRICALS LIMITED  
BOILER AUXILIARIES PLANT  
RANIPET 632 406.**

**TECHNICAL SERVICES - O & M**

**BAP:TS:OM:FRENCH:01:TOT**

**DT: 19-NOV-12**

**Sub: Translation of O & M Manuals from English to French- :**

**Dear Sir,**

We request you to quote for the scope of the work of **Translation of O & M Manuals from English to French** as defined in the **Annexure I**. please take into consideration the general Terms and Conditions indicated below before submitting the quote. . The offer should be as a Two part Bid:

**Part - I Technical Bid;**

a). Sample Translated eight page Document given by BHEL in English to French

**Part - II Price Bid :**

Should be filled up as in the Price Bid Format - **Annexure - I**

**General Terms and Conditions:**

- 1.This tender is for Translation of Documents from English to French.
- 2.Translation of documents such as O&M manuals, Quality documents and some other critical drawings related to one of our export contract.
- 3.The approximate quantum of Translation is Two Lakhs Words.
- 4.The documents/materials for translation will be provided in 2 to 3 stages
- 5.The translated documents to be submitted both hard copy -2 nos and soft copy- 2 CDs.
- 6.Your offer will be technically qualified only if your sample translation is approved by BHEL. For this purpose we have enclosed eight pages of documents in English. This to be translated in French and the same has to be submitted along with the technical offer.
- 7.Vendor should complete the entire translation within 30 days submission of the documents by BHEL.
- 8.The offer has to be submitted in two sealed covers. One cover consisting of technical offer and another cover containing prices- **Annexure-I**
9. LD at the rate of 0.50% per week and a maximum of 15.00 % is applicable for the delayed period. Any other applicable such as service tax to be indicated.
- 10.The technical offer shall have the sample translated documents along with the vendors credentials.
- 11.The rate quoted shall include PF & ESI and all statutory obligations remittance to the employees employed in this work. Therefore the tenderer shall quote inclusive of PF & ESI contribution to their employees.
- 13.The rate quoted shall be firm and valid for the entire contract period and shall include all Taxes and duties but excluding service tax as applicable. The service tax will be reimbursed at actual against service tax invoice as per norms.
- 14.BHEL reserves the right to reject any offer without assigning any reason.
- 15.Successful bidder for the work shall sign the Non Disclosure Agreement in the format enclosed in **Annexure – II**.
- 16.Successful bidder shall sign the service level agreement (SLA) signed on bond paper (Rs 100 /- ) as per annexure to be submitted before commencement of work in the format enclosed in **Annexure – III**.

**Important Tender Condition :**

The responses received against the tender will not be considered for the existing Tender requirement. It will be used for evaluation and registration for the future Tenders

**Taxes and Duties:**

Vendor to comply with Service Tax and all other statutory Taxes , regulations as applicable.

**Price and validity:**

The Price Bid should be quoted only in the format as per the **Annexure-I** and should be valid for a minimum of 90 days from the date of open of the Tender.

**Payment terms:**

Payment will be made 45 days after successful completion and submission of the translated documents in French and certified by BHEL authorized personnel and submission of the Invoices by the vendor . English word count will be used for payment.

**Earnest Money Deposit (EMD) :**

Not Applicable

**Security Deposit:**

10% of the Contract Value . It shall be paid within fifteen (15) days from the notification of the award of LOI

**Due date for opening of the Tender:**

The last date for submission of the offer is 05-Dec-2012 by 1400 hrs. The quotes should be submitted in a sealed cover superscripting **“ Translation Services for O & M documents from English to French for BHEL-BAP, Ranipet.”** and the due date. The Technical Bid will be opened by 14:30 Hrs on the same day.

After technical evaluation of the technical bid and the price Bid of the successful Technical Bidders will be opened at a later date

Successful vendor will start executing the Job with in a week's time from the date of placement of LOI (Letter of Indent).

We request you to offer your **Technical and Price Bid separately in two different sealed covers** to Sr. Manager / Technical Services , BHEL, Ranipet – 632 406 on or before the last date mentioned above and all pages of Tender document should be signed by competent authority in your organization.

**Thanking you,**

**Yours faithfully,**

**For and on behalf of BHEL,**

**(C, SENTHIL) Sr. Manager / ITSS & TS**

**Priced-Bid Format - Annexure - I**

**Detailed Scope of Work and pricing Sheet**

<b>Sino</b>	<b>Description of Work</b>	<b>No. of Words(Approx) A</b>	<b>Offer Rate Per Word (Rupees) B</b>	<b>Offer Value ( Rupees) A X B</b>
1	Translation of O & M documents from English to French	2,00,000		
2	Service Tax ( As Applicable ) 12.36% =>			
3	Total including Service tax (Rs) (1+2) =>			

**Note:**

1. The rate quoted shall be firm and valid for the entire contract period and shall include all Taxes and duties but excluding service tax as applicable. The service tax will be reimbursed at actual against service tax invoice as per norms.
2. The successful bidder will be decided based on the Lowest price Bid quoted for the serial numbers(1,2,3,) put together
3. The service tax head under which the vendor registered shall be furnished along with the copy of registration certificate. If the vendor is exempted from service tax the same shall be stated clearly in the offer.

**Annexure – II**

**THIRD PARTY NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract 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, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name

Company

Signature

Contract Ref:

**Agreement for translation of O & M Manuals from English to French**

This agreement made on this \_\_\_\_ day of \_\_\_\_ between M/s. \_\_\_\_\_ incorporated under Companies Act, 1956 and having its Registered Office at (hereinafter called the 'Company' which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assignees) of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL' which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assignees) of the other part.

Whereas 'Company' is in the business of developing and/or maintaining system(s) and whereas the 'BHEL' has placed an order (No.BAP:IC:3202A) on Company for Translation of O & M Manuals from English to French work for a period of \_\_\_\_ months as per contract (No:BAP:TS:OM:01) and 'Company' has agreed to provide manpower for O & M Manuals Compilation work to the 'BHEL' under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

1. CONTRACT REFERENCE:
  - 1.1 This Document shall be read along with the contract \_\_\_\_ . This Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.
2. SCOPE OF CONTRACT (in brief):

Company will provide manpower for Translation of O & M Manuals Translation work from English to French work at BHEL, Ranipet for a period of \_\_\_\_ months in consideration of the payment as per Terms and Conditions of the Contract.
3. DEFINITIONS:
  - 3.1 The following expression herein used shall, unless repugnant to the subject or context thereof, carry the meaning hereunder respectively assigned to them namely  
'Contract' means the Contract referred in the Clause 1.1
4. Payment terms:

Payment will be made on monthly basis after receipt of invoice and certification of satisfaction service by BHEL.
5. TERMINATION AND FORE-CLOSURE:
  - 5.1 Termination: 'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions or non-performance of the manpower continuously for more than one month.  
On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.
6. CONFIDENTIALITY:
  - 6.1 'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents,

etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract.

7. ARBITRATION:

7.1 In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

8. JURISDICTION & GOVERNING LAWS:

8.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

8.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

9. ENTIRE CONTRACT:

9.1 The Contract No: \_\_\_\_\_ forms part of this agreement along with the references mentioned therein.

9.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at \_\_\_\_\_ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this     day of     2011.