

To,

(Name & Address of the vendor)

Submission of Tender by 1400 Hrs on 03/06/2013
Tech. & Comm. Proposal Opening on 03/06/2013 at 1600 Hrs

Sub: Tender for Translating documents from English to French

Your most competitive offer is invited, in sealed covers for translation of English documents to French and vice versa. Information for bidders is provided below:-

1. The quantity of Drawings / documents to be translated is approximately 3,40,000 words, spread over a period of one year from the date of issuing of work order.

2. Terms & Conditions

- 2.1 The bidder should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected and the respective Price Proposals shall not be opened.
- 2.2 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- 2.3 BHEL reserves the rights to reject any or all proposals, wholly or partially, without assigning any reasons whatsoever. The rights of acceptance of proposal will rest with BHEL and does not bind BHEL to accept the lowest or any proposal.
- 2.4 The documents to be translated are available in hard copy, PDF, MS-Word, Excel and Auto CAD format and no extra payment will be made for converting them in word format.
Soft copy of the drawings will be provided in AutoCAD format for translation and the translated word should replace the original word at the same location where it appears in the original document.
- 2.5 Translated document shall be emailed to BHEL in soft copy.
- 2.6 Documents in soft form shall be emailed for translation while vendor needs to make arrangement for collecting the documents hard copies from BHEL's office in Lodhi road, for translation. The original hard copies of the documents shall be returned back by the vendor to BHEL's office in Lodhi road, after translation is over.
- 2.7 The successful bidder shall execute a 'Non Disclosure Agreement', as per the format and contents specified by the BHEL.
- 2.8 No documents should be provided to third party without prior permission of BHEL.

3. Liquidated Damages(LD) for Delay:

- 3.1** If the Translating agency fails to deliver the completed works within the period specified in the contract, BHEL shall deduct Liquidated damages, a sum equivalent to 0% of the price for each week of delay upto a maximum of 0% of the price of the delayed works to be reckoned from the contract delivery date to dispatch document date.

4. Scope of work:

- 4.1** Provide translation services for all data/ information provided in English / French.
4.2 Format of translated documents should be same as original document.
4.3 Successful bidder should understand and translate the sentence /paragraph, so that context remains same and editing is to be done accordingly.
4.4 Translation should be completed within the stipulated time based on the number of pages.
4.5 Above Scope of work is illustrative and the bidder needs to complete the work as per industry standards.

5. Pre-Qualification Criterion:

The Bidder should fulfill the following criteria:

Sl. No.	Criteria	Documents to be submitted alongwith the bid, as proof
1.	Experience in translating drawings in AutoCAD format	Copy of Purchase order / work order / contract
2.	Experience of service provided to an Engineering company	Copy of Purchase order / work order / contract
3.	Minimum 2 (Two) year of experience in the field of Translation services	Copy of Registration Certificate / Service Tax No. / IT return/Purchase Order / Work Order / Contract
4.	Minimum annual turnover of Rs.30 (Thirty) Lacs	Copy of Audited Annual Account

6. Procedure for Submission of Sealed Tenders:

- 6.1** The complete proposal is to be submitted latest by 1400 Hrs on 03/06/2013 with company seal. The proposal should be received in a sealed cover super-scribing thereon "Proposal for Translation of English documents to French and vice versa". The proposals received after due date & time are liable to be rejected.
- 6.2** The proposal would consist of two parts - "Techno-commercial Proposal" and "Price Proposal". **Both the proposals should be put in separate sealed covers** super-scribing thereon "Proposal for Translation of English documents to French and vice versa -*",
* should be substituted by: a. Techno-commercial Proposal, b. Price Proposal, for the respective Proposals. The Techno-commercial Proposals will be opened on 03/06/2013 at 1600 Hrs at International Operations division, BHEL, 5th Floor, Integrated Office Complex, Lodhi Road, New Delhi – 110 003, in presence of parties who choose to be present during the Proposal Opening. No details will be read out during the opening.

- 6.3** Techno-commercial Proposal should contain duly signed and stamped copies of following documents:
- 4.3.1.** Signed Copies of NIT
 - 4.3.2.** Declaration as per Annexure-I
 - 4.3.3.** No Deviation Certificate as per format given in Annexure-II
 - 4.3.4.** Copy of service tax registration certificate
 - 4.3.5.** Copy of PAN Card
 - 4.3.6.** Documents as proof of qualification criterion as per point no.5 above
- 6.4** For Price Proposal, the bidder should quote price as per Price Bid format given in Annexure III. The price quoted should be inclusive of all taxes and duties except service tax. Service Tax, if any, shall be payable extra at applicable rate.
- 6.5** All pages of the documents to be submitted are to be signed & stamped.
- 6.6** Tenders incomplete or deviating from the terms and conditions of the Techno-commercial Proposal in any respect are liable to be rejected.

The proposal may be delivered to the following address:

Ravi Sinha,
Administrative Officer - IO,
International Operations division,
BHEL, 5th Floor, Integrated Office Complex,
Lodhi Road, New Delhi – 110 003
Tel.: +91-11-41793426, Fax: +91-11- 24368406
Email: ravisinha@bhelindustry.com

7. Proposal Evaluation

- 7.1** The price proposal shall be opened only for firms whose Techno-commercial proposal is found to be qualified. The date of the opening of Price Proposal shall be 03/06/2013.
- 7.2** Any effort by the Bidder to influence BHEL in BHEL's evaluation, comparison or contract award decision may result in the rejection of the Bidders proposal.
- 7.3** The decision of BHEL in evaluation of bids and/or award of contract shall be final.

8. Award of Contract

- 8.1** The contract will be awarded to the Bidder(s) whose proposal is found to be Techno-commercially acceptable and evaluated lowest.
- 8.2** The contract will be awarded to two vendors provided the other vendor matches the price quoted by lowest bidder (L1). If more than one vendor is willing to match the price of L1, the priority would be given to lowest vendor as per their original price bids i. e. in the order of L2, L3, L4, L5, and L6.
- 8.2.1.** In case, one vendor other than L1 agrees to the price quoted by L1, work will be split in the ratio of 60% to L1 and 40% to the other vendor matching the price of L1.
 - 8.2.2.** In case, no one agrees to match the price of L1, 100% of work will be awarded to L1.
- 8.3** The price quoted by the Bidder shall remain firm during the entire period of contract.

9. Security Deposit:

9.1 The successful bidder/s shall submit security deposit in any of the following forms:

- i. Cash (as permissible under the Income Tax Act)
- ii. Pay Order, Demand Draft in favour of BHEL
- iii. Local cheques of scheduled banks, subject to realization.
- iv. Securities available from post offices such as National Savings Certificates, Kisan Vikas Patras, etc. (Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back.)
- v. Bank Guarantees from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee formats should have the approval of BHEL.
- vi. Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor A/C BHEL, duly discharged on the back.
- vii. The security deposit shall not carry any interest

(Note: Acceptance of Security Deposit against sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement of the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

9.2 The rate of Security Deposit will be as below:

Up to Rs. 10 lakhs: 10%

Above Rs. 10 lakhs upto Rs. 50 lakhs: Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.

Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

9.3 The security Deposit shall be collected before start of the work by the contractor.

10. Payment Terms:

10.1 Payment will be made to the Translating Agency's account after the submission of invoice, on monthly basis, to BHEL, specifying the amount due.

10.2 No advance shall be paid.

10.3 If BHEL, at its sole discretion, decides to terminate this contract, the winning bidder shall be paid for the work done.

10.4 Payment shall be released by Electronic Funds Transfer (EFT), within 30 days of receipt of invoice complete in all respects.

11. Settlement of Disputes

11.1 If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference (s) arose, such dispute(s) or differences shall be referred to the arbitration of a sole arbitrator. The said arbitrator shall be based in Delhi and will be of Indian Nationality, The arbitration proceedings will be in English language only and all the documents submitted will be in English language. Subject as aforesaid, the provisions of Arbitration & Conciliation act, 1996 (India), statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The venue of the arbitration shall be Delhi, India.

12. Contract Agreement

- 12.1** The successful bidder will be required to sign a contract agreement for Translation assignment within 24 hours of the time of Letter of Award.

Any communications may be sent to following address:

Ravi Sinha,
Administrative Officer - IO,
International Operations division,
BHEL, 5th Floor, Integrated Office Complex,
Lodhi Road, New Delhi – 110 003
Tel.: +91-11-41793426, Fax: +91-11- 24368406

Email: ravisinha@bhelindustry.com

Yours faithfully,
For & on behalf of BHEL

(Ravi Sinha)
Administrative Officer - IO

Annexure – I

Declaration

We hereby declare that we have not been banned or de-listed by any PSU / Government Department / Financial Institution / Court.

Place

Signature

Name.....

Designation

Firm's Name & Address.....
.....

Contact No.....

Email

Annexure – II

No Deviation Certificate

Dear Sir,

Sub: Request for Proposal (NIT) for appointment of Translation Agency to Translate English documents to French and vice versa.

With reference to NIT Ref No. AA/IO/Trans/French/001 dated 22/05/2013 of BHEL and having examined it, we, the undersigned, offer to propose our services as Translation Agency to BHEL for the translation of English documents in French and vice versa, in full conformity with the said NIT. We have read all the Terms and Conditions of the Tender Enquiry and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Signature

Name.....

Designation

Firm's Name & Address.....

.....

Contact No.....

Email

Place

Annexure – III

Price Proposal Form - Proposal for appointment of Translation Agency to BHEL for translation of English Documents to French and vice versa.

Ref. No. AA/IO/Trans/French/001

Date: 22/05/2013

(To be submitted in a separate sealed envelope)

Contract Price (Inclusive of all taxes, levels, cess etc but excluding of Service Tax) (in Indian Rupees)	
In Figures	Rs. _____ per word/-
In Words	Rs. _____ per word/-
Note: Service Tax, if any, will be payable extra as applicable against documentary evidence and hence not to be included in the above price.	

Place

Signature

Name.....

Designation

Firm's Name & Address.....

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Contact No.....

Email