



BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)
"BEML SOUDHA", 23/1, 4th Main, S. R. Nagar,
BANGALORE – 560 027

NOTICE INVITING TENDER

Bid Invitation No. 6300038679

Date:- 11.01.2024

Sub: Notice Inviting Tender (e mode) for Service Providers for Translation Services from English to Spanish and Spanish to English for a period of 1 year.

BEML Limited is a leading multi-technology and multi-location company under the Ministry of Defence, Government of India, with a robust commitment to delivering top-tier products since 1964. BEML offers high quality products for diverse sectors of economy such as Railways, Metro, mining, steel, cement, power, irrigation, Infrastructure, construction, road building, aviation and Defence. We have exported our products to 72 countries of various continents.

BEML invites Tender through e-mode for Service Providers for Translation Services for a period of 1 year for Translation of Tender/ Contract/ Technical/ Financial/ Legal documents, incoming/outgoing mails and letters etc. from and to customers/ stake holders and providing clarifications for its International Business requirements.

The detailed terms and conditions are enclosed.

SCHEDULE OF EVENTS

Sl No	Particulars	Date	Time
1	Floating of Tender in SRM Portal, BEML Website and Central Public Procurement Portal	11.01.2024	
2	Last date for forwarding Queries if any, for clarification during Pre-bid meeting	16.01.2024	17:00 Hrs
3	Pre-Bid Meeting	17.01.2024	11.30 Hrs
4	Last Date for submission of responses through BEML SRM Portal	24.01.2024	14:00 Hrs
5	Opening of responses/ bids	24.01.2024	14:00 Hrs

Corrigendum, if any will be posted on BEML Website (www.bemlindia.in) / BEML SRM Portal only.

Assistant General Manager - IBD

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DISCLAIMER

The information contained in this Tender Document (the "Bid Document") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of BEML Limited ("BEML") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is neither an agreement nor an offer and is only an invitation by BEML to the prospective Bidders who are qualified to submit their Proposal ("Bids"). The purpose of this Bid Document is to provide interested Bidder(s) with information that may be useful to them in the formulation of their Bid. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by BEML. Such assumptions, assessments and statements do not purport to contain all information that each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for BEML, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in this Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BEML accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BEML, its employees and Advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document.

BEML accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid Document.

BEML may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that BEML is bound to appoint the selected Bidder and BEML reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BEML or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidder and BEML shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INTRODUCTION

BEML Limited is a leading multi-technology and multi-location company under the Ministry of Defence, Government of India, offering high-quality products for diverse sectors of economy such as coal, mining, steel, cement, power, irrigation, construction, road building, aviation, defence, metro and railways.

BEML has exported Mining & Construction, Defence & Aerospace and Rail & Metro Products and its spare parts to 72 countries of various continents.

BEML operates in following three business verticals;

1. **Mining & Construction:** Manufacturing of Bull Dozers, Wheeled Dozers, Back Hoe Loaders, Motor Graders, Pipe Layers, Dumpers, Water Sprinklers, Excavators, Tyre Handlers and other various equipment.
2. **Defence & Aerospace:** Manufacturing wide range of HMV (High Mobility Vehicles) in range of 4X4, 6X6, 8X8 for troop & tank transportation (same vehicle is being used for various radars, missile system & launchers also), Engineering Bridges (Floating & Rigid), Mine Clearing Equipment, Mine Ploughs, Armoured Vehicles (Troop Carrier & Recovery), Heavy Recovery Vehicle, Aircraft Towing Tractor and other various equipment.
3. **Rail & Metro:** Manufacturing Rail Coaches, EMU, DMU, Wagons, Military Coaches, Metro Coaches (including driver less metro), OHE Inspection Car and other various equipment.

INVITATION FOR TENDER

BEML invites Tender through e-mode for **Service Providers for Translation Services** from Spanish to English and vice versa in any document provided by BEML for a period of 1 year for Translation of Tender/ Contract/ Technical/ Financial/ Legal documents, incoming/outgoing mails and letters etc. from and to customers/ stake holders and providing clarifications for its International Business requirements.

The interested parties may submit their bid in the prescribed format. For more details, please log on to BEML SRM Portal/ BEML website <https://www.bemlindia.in/viewtender.aspx>.

INSTRUCTIONS TO BIDDERS

Bidders are required to be submit / upload the following documents/ details along with supporting documents through electronic mode in BEML SRM Portal;

- a) Duly filled, signed and stamped **Technical Bid (Annexure-A)** along with all the supporting documents.
- b) Duly filled, signed and stamped **Tender Document** as an acceptance to all the terms and conditions of tender.
- c) Duly filled **Annexure-C, Annexure-D & Annexure-E.**

Responses against TENDER with following deviations shall not be considered for evaluation in prequalification bid:

- 1) Bids received against TENDER only through BEML SRM Portal shall be considered for evaluation.
- 2) Responses received through any other mode like through post/ courier/ email/ fax etc. will not be considered.
- 3) In case any person/ persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection

with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the Company letter head and upload.

- 4) Bidder(s) who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML/ any other PSUs will not be eligible to participate and will not be considered for further evaluation.
- 5) Bidder(s) who are presently put on banned or blacklisted by MoD will not be eligible to participate.
- 6) BEML reserves the right to accept or reject any response without assigning any reasons thereof.

GENERAL CONDITIONS

- 1) Technical Bids will be closed and opened on BEML SRM Portal on the date and time mentioned in the schedule of events.
- 2) BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
- 3) Kindly note that bidders having sister concerns are requested to submit response to Tender from any one firm only. If response(s) are received from both parent and sister companies against the Tender, BEML reserves the right to reject both responses received from the parent and sister companies.
- 4) The bidder is advised to carefully go through all the terms and conditions of TENDER carefully before submitting the tender.
- 5) In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this Tender.
- 6) All bidders are advised to sign and append the seal in the Declaration Format as per Annexures of this document.
- 7) All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person.
- 8) Bidders are requested to indicate their contact person details with valid E-mail ID, Telephone number/Mobile Number and correspondence address clearly in their responses. Any communication / correspondence from BEML will be communicated through E-mails/contact number/correspondence address which is provided by the bidder in their response.
- 9) Non-compliance with any of the Tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
- 10) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the Tender document and shall also affix stamp and sign on each and every page of Tender document before uploading the response on the BEML SRM Portal, as a token of acceptance of the Tender terms & conditions. Any corrections/ revisions will not be allowed after closing date and time of Tender.
- 11) BEML reserves its right to reject a response due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- 12) The due date for submission of responses may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original TENDER only at BEML Limited's website BEML SRM Portal**. Validity of responses submitted shall be deemed to be extended accordingly.
- 13) BEML may decide to scrap the Tender/ re-float the Tender without assigning any reasons thereof before finalization of empanelment. BEML reserves the right to accept, cancel or reject any response or reject all responses at any time prior to the award of the empanelment without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action.
- 14) Bidders participating in the Tender should declare in their response that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such

action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the response then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the response of such bidders at any point of time and also under any stage of the finalization of the empanelment irrespective of the status of the subject bidder in the Tender. In case if empanelment is already awarded by BEML, BEML reserves the right to cancel the empanelment without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender/Tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders/Tender even if participated till the hold is officially lifted and confirmed in writing.

- 15) BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third-party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, responses of such bidders would be out rightly rejected.
- 16) BEML reserves the rights to:
 - a) Accept or reject any or all responses.
 - b) Waive any anomalies in proposals through an addendum.
 - c) Modify or cancel the RfX/Tender Enquiry.
- 17) The Tender Document is not an award of empanelment/ contract.
- 18) Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
- 19) BEML is not obligated to contract for any of the products / services described in the Tender.
- 20) BEML Limited's decision is final for evaluation of the responses.
- 21) Canvassing by bidders in any form including unsolicited letters on responses submitted or corrections after Tender closing date shall render their response liable for summarily rejection.

MINIMUM ELIGIBILITY CRITERIA:

Bidders / Agencies / Service Providers who are interested to participate in this tender should meet the following minimum eligibility criteria

- The Bidder must have **Minimum 3 Years** experience in Spanish ↔ English Translation Services with State / Central Govt. Organizations/ Ministries/ Departments / PSUs or any other Reputed Organizations.
- The bidder should have **Average Annual Turnover of Rs.6 Lakhs**. Considering impact of Covid19, bidders meeting eligibility in **any Three (3) Financial Years** from **FY2017-18 to FY2022-23** will be considered.
- Agency must have filed **ITRs** for the **Last Three Financial Years**.
- Relevant details / documents to be submitted as per **Annexure-A** and evaluation will be based on documentary proofs submitted.

SUBMISSION OF BIDS:

The tender consists of Three (3) parts, details are as below: -

Sl. No.		Nature of Bid	Mode of Submission
1	Part I	Pre-Qualification Bid	Manual Mode.
2	Part II	Technical Bid	Through E-mode BEML SRM Portal)
3	Part III	Price Bid	Through E-mode BEML SRM Portal)

A two-bid system (Technical & Financial Bids) will be followed for evaluation of bids.

- Pre-Qualification Bid to be submitted in sealed cover by post / courier or in person before closing date and time of the tender.

- All the details for both Technical Bid and Price Bid are to be submitted through electronic mode (BEML SRM Portal) only and in the prescribed formats.
- The technical bids shall be opened initially will be evaluated by Technical Evaluation Committee. Only the bids qualifying the Technical evaluation round will be considered for opening financial bid.

Part-I: Pre-Qualification Bid:

Bidders to ensure submission of EMD as pre-qualification bid.

Bidder needs to furnish the following by post / courier or by hand before closing date and time of the tender:

An amount of **Rs.40,000** (Rupees Forty thousand only towards **EMD (Earnest Money Deposit) / BID Guarantee** from any Scheduled Commercial Bank payable to BEML Limited, Bangalore or valid certificates for EMD exemption.

The Bidder shall submit their pre-qualification bid in a sealed envelope with duly super scribed in bold letters, at the top of the envelope as **“PRE-QUALIFICATION BID”, “Bid Invitation No. 6300038679 dated 11.01.2024 Bid Closing date 24.01.2024 and Time 14:00 Hrs -”** and drop at “Tender Box” placed in “Room No 1,” at below mentioned address or send the same by pre-registered post or by recognised courier to below mentioned address and same should reach the address on or before the closing date & time of the tender.

**Deputy General Manager – Corporate Materials
BEML Limited,
BEML Soudha, 23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
Karnataka, India**

Bids of those bidders, who do not submit “Pre-Qualification bid” before the prescribed closing date and time, will be rejected.

Technical bids of only those tenderers shall be considered for evaluation, who are meeting the prequalification criteria.

The ‘Price bids’ shall be opened in respect of only those tenderers who, after technical evaluation are found technically qualified.

The date & time of opening of Price bids will be conveyed to the technically qualified tenderers separately.

The ‘Pre-Qualification Bid’ shall be opened at 14:30 hrs on date : 24.01.2024 at BEML’s Corporate Office

Instruction for Submission of EMD:

Bidders to ensure submission of EMD Or Valid Certificate for EMD exemption as pre-qualification bid.

- a) Every bidder shall deposit an amount of **Rs.40,000** (Rupees Forty Thousand only towards **EMD (Earnest Money Deposit) / BID Guarantee** as Earnest Money Deposit to BEML limited through any of the following mode before the Tender/ Bid closing date as indicated below:
 - i. **Account Payee Demand Draft / Banker’s Cheque** in favour of **BEML Limited from any of the commercial bank**

(OR)

- ii. **An irrevocable Bank Guarantee** from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-H** having a validity period of **bid validity (120 days) + 60 days** from the date of opening of Tender.

(OR)

- (ii) Through NEFT / RTGS in favour of BEML Limited. (*Division Bank A/c details and IFSC*)

Open the following link:

<https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9359>

Click on 'BEML LIMITED,CORPORATE OFFICE' against 'All India'

In 'Payment Category', select EMD/ Tender Fee.

Enter details of payment, details of Bank Account for refund, contact details and proceed with making online payment of the required EMD amount of Rs.40,000/- by clicking on the 'Next' button.

- b) Please ensure that online /NEFT payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender. **Proof for making payment towards EMD**, to be submitted along with Pre-Qualification bid documents, before the prescribed closing date and time of tender.
- c) Bids of those Bidders, whose EMD submitted in any form other than as mentioned above, will be rejected.
- d) **Exemption for payment of EMD:**
EMD Exempted only for Micro and Small Enterprises only.
 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid MSME / NSIC / Udyog Aadhar certificates/ Udyam Certificate or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption. **Non-submission of above-mentioned valid exemption certificate, before the prescribed closing date and time of tender, will be rejected.**
- e) The Earnest Money Deposit (EMD) shall remain deposited with BEML limited for the period of 120 days from tender opening date. If the validity of the offer is extended, the Earnest Money Deposit duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by BEML.
- f) No interest will be payable by BEML on the EMD/ Bid Guarantee.
- g) The EMD deposited is liable to be forfeited, if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
- h) **Refund of EMD:**

1	If the Bidder is disqualified at Prequalification stage	EMD amount received will be returned back immediately to the bidder by the purchase department, if bidder has not qualified as per pre-qualification criteria
2	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within 14 days from the date of technical evaluation.
3	If the Bidder is disqualified at Commercial evaluation stage	EMD amount will be refunded to unsuccessful bidder, within 14 days from the date of awarding of contract.

- i) EMD of the successful bidder will be converted as part of security deposits and the balance amount of security deposits should be met by the bidder as per the contract / agreement conditions.

- j) Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders without any interest.
- k) Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

Sl. No.	Particulars	To be filled & submitted along with DD / Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

Technical bids shall not be considered for evaluation for the following deviations in prequalification bid:

1. Non-submission of Pre-qualification envelope containing EMD Or Valid Certificate for EMD exemption as pre-qualification bid.
2. Envelopes received without superscription as stated above.
3. Envelope containing Pre-qualification Bid not received before the closing date & time of the E-tender.
4. Demand Draft towards EMD received other than through Scheduled Commercial Bank Authorized by RBI.

Offers of bidders will be considered for further processing subject to encashment of DD/ BG Verification/ online transfer confirmation submitted towards EMD else their technical bids will be rejected.

Part-II: Technical Bid:

The bidding agencies are required to submit documents as detailed in 'Annexure A'.

- Bids meeting the Pre-Qualification Bid shall only considered for evaluation the Technical Bid.
- Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the Financial bid.
- Please ensure that price details are not mentioned in any of the documents uploaded as part of the Technical Bid.
- In case, any price details are found in technical bid documents, the bid is liable to be rejected. Technical bids of those bidders who are fulfilling the pre-qualification criteria shall only considered for further evaluation.

Part III: Price Bid:

Bids qualifying the Technical evaluation round, will be eligible to participate in the Financial Bidding round. The date and time for opening of the Financial Bid will be intimated on a later date.

The bidder should quote their charges/rates in 'Rs. per Word' (inclusive of applicable taxes) for the following:

- Translation charges for Spanish to English & English to Spanish
- A single rate shall be required for Spanish to English & English to Spanish

CHECK LIST

If any bidder is requested to ensure that the following are fulfilled, check list before submitting the response as below:

Pre Qualification Bid - To be submitted manually
a. EMD/ Bid Guarantee of Rs. 40,000/- (Proof of Payment or EMD Exemption Certificate to be submitted)
Technical Response/ Bid – To be uploaded in GeM Portal / BEML SRM Portal
b. All the pages of TENDER document and subsequent Corrigenda/ Addenda/ Amendments/ Clarifications etc. if issued, duly signed and stamped.
c. Technical Response/Bid (as per Annexure–A) duly filled, signed and stamped in prescribed format alongwith necessary supporting documents.
d. Declaration/ undertaking as per Annexure-C, Annexure-D & Annexure-E duly filled, signed and stamped in prescribed format.
Technical Response/ Bid – To be uploaded in GeM Portal / BEML SRM Portal
a. Please submit quote in GeM Portal / BEML SRM Portal only against the respective service line provided therein.

PRE-BID MEETING

Pre-bid meeting will be organized through Video Conference, interested bidders are advised to send the email to srinivasa.m@bemltd.in for the participation on or before 16.01.2024 at 17:00 Hrs to share the video-conference link for Pre-Bid meeting scheduled on 17.01.2024 at 11.30 AM.

- Any queries/clarification/information/details if required by the bidder, the same to be sent to e-mail address: srinivasa.m@bemltd.in
- The queries will be accepted and entertained upto **16.01.2024 @ 17:00** Hrs to the pre- bid meeting, the decision of BEML on this will be final & binding.
- It is suggested that all the bidders should send queries & obtain all the clarifications before submitting the responses/bids.
- Any modification of the Bidding documents which may become necessary as a result of the pre-bid queries, shall be made by BEML and the same will be uploaded on BEML SRM Portal and also will be hosted on BEML website www.bemlindia.in.
- Clarifications to the bidders' queries and all Corrigenda, Addenda, Amendments, Clarifications etc if any to the TENDER, will be uploaded on BEML SRM Portal and also will be hosted on BEML website www.bemlindia.in.
- Bidders should regularly visit BEML SRM Portal and website to keep themselves updated.
- No separate advertisement shall be published in the Newspaper in this regard & no bidder will be individually/separately informed of the same.
- Before the dead-line for submission of responses/Bids, BEML may modify the TENDER documents.
- All Corrigenda, Addenda, Amendments, Clarifications etc if any thus issued shall be part of the TENDER documents. Prospective Bidder(s) shall sign the same with seal and upload as a part of their response(s).

SCOPE OF WORK

Through this tender, BEML is seeking the services of an Experienced Agency/Service Provider to provide Translation Services according to the following requirements.

Language Combination

Language Combination for Translation is Spanish to English & English to Spanish and the requirement is for Translation of

- Tender/Contract/Technical/Financial/Legal etc. documents from Spanish or to Spanish
- Incoming Mails and Letters from Customers to English (Spanish to English)
- Outgoing Mails and Letters to Customers to Spanish (English to Spanish)

- BEML's target country of business is Argentina and maximum documents to be translated are related to the same.
- For initial requirements/reference documents for translation, please refer below website - <https://buenosaires.gob.ar/subte/licitaciones-publicas>

Successful Bidder shall not divulge any information with regard to the documents and details to any person or agency without written permission from BEML and NDA to be signed for the same.

Quality Requirements

- The delivered translated text is complete (no omissions or additions are permitted)
- Completeness, accuracy, and faithfulness of the target text set against the source text.
- Idiomatic, grammaticality, and terminological correctness and consistency of the target language, mindful of the spirit, register and style of the source text.
- Adherence to any guidelines or instructions issued by BEML in relation to the project concerned.
- Timeliness of delivery, ability to work with multiple tight and short notice delivery deadlines and multiple large volume translation requests.
- Language interpretation with adherence to content length within reason,
- Careful consideration to use language that appeals to BEML's target customers globally and respects the varying, global context of communications in Technical, Financial, and General topics.
- Careful consideration to adapt linguistic choices to non-native audience in all languages.
- The translation & other services shall be done by Native/Well Experienced Professionals/ Established Linguists with wide knowledge and expertise in the relevant field.
- Only Human Translation and no Machine/Google Translation

Translation works to be carried out as below:

- Receipt of Document(s) from BEML
- Translation of content
- Checking and Editing
- Necessary Formatting/Layout
- Proofreading
- Quality Assurance to ensure the Accuracy & Consistency
- Submit for Review/Acceptance of BEML
- Modifications/Corrections as required based on BEML feedback.
- Translated documents shall be submitted in either editable or non-editable format (MS Word/ Excel/ PDF/ Image etc) based on BEML's request /need.

After the initial acceptance of the translation, any modifications/corrections if required shall be done at free of charge for two time within a period of one month from the date of delivery of the translated material.

Turn Around Time / Delivery Time:

The desired Turn Around Time / Delivery Time, from the time the original content is sent to the Agency, for the above services shall be as follows:

Translation from English to Spanish and vice versa

- Up to 3 Pages / 1500 words - within 24 hours/1 day.
- 1 Page / 500 words - within 4 hours*
- Up to 100 Pages / 50,000 words - within 1 week*

* If any urgency mentioned by BEML, however effort to be made to complete the translation at the earliest.

Single digit letters (a, b, c) & numerical numbers (1, 2, 3) will not be counted as word for translation charges.

Above mentioned is the maximum time allowed time for translation, however, in case of any urgency / bulk translation requirements like Tender/Contract documents, effort to be made to complete the translation at the earliest with the help of additional manpower/necessary arrangements.

The time will be considered from the date of receipt of mail. The service provider should adhere to the timelines and accomplish the tasks with in the timeline specified by buyer.

Service Provider would work from their premises and all the required facilities (manpower, equipment, hardware, software, stationery, papers, CD etc.) for the translation work should be arranged by the Service Provider at their cost.

Point(s) of Contact (POC):

The Agency shall designate key personnel as POC(s) for coordination of file transfer method(s), turnaround times, translation delivery, feedback and serve as general contract liaison.

COMMERCIAL TERMS AND CONDITIONS

01) Validity & Extension of Contract

The contract will be valid for a period of one (1) year from the date of signing of the contract, which may be extended for a further period of one year or less at the sole discretion of the BEML on the existing terms & conditions and with the written consent of the concerned agency.

02) Volume of Business:

The volume of work depending on fluctuation of activities and projects. The average estimation/ approx. requirement will be 1,000 pages per annum i.e. 5,00,000 words approx. based on the need of projects / volume of BEML's Business. The volume of Business mentioned is tentative only and it may increase or decrease during the pendency of the contract. The requirement of translation work is of an intermittent nature based on the requirement. Thus, the contract does not entail any claim for allocating work or any liability, other than the words translated.

03) Validity of Offer

The offer shall be valid for **120 days** from the date of 'bid submission start date'. Bidder / Bidders are advised to consider all factors and components, including any fluctuations in the market rates, etc. before quoting.

04) Right of BEML

BEML reserves right for the following:

- a) To accept or reject all or any of the bids, without assigning any reason.
- b) In case BEML is not satisfied with the quality of work of the successful bidder / refusal of work from successful bidder, BEML reserves the right to allot such item of work to other party and levy consequential damages for the entire expenditure in arranging party for such work / works.
- c) To extend or curtail the period of contract.

05) Confidentiality

Successful Bidder shall not divulge any information with regard to the documents and details to any person or agency without written permission from BEML.

- a) Contract will be issued/awarded only after signing a Confidentiality / Non-Disclosure Agreement to be signed with BEML regarding Confidentiality of the works/data (format enclosed for reference).
- b) In event of any violation of the same, the contract will automatically stand cancelled.

06) Independent Agency

The Successful Bidder shall always be regarded as an independent agency and their employees shall not at any time be regarded as the employee of the BEML.

BEML shall not be liable/ responsible for damage, loss or injury if any caused to life or property of any persons, or employees of the Successful Bidder by reason of any acts of Omission or negligence on their part. Nor shall the BEML be liable / responsible for claims, if any, of the employees of the Successful Bidder under the Workmen's Compensation Act or any other enactment. The Successful Bidder shall always keep BEML fully indemnified against all such claims and proceedings, if any, of their employees or their agents against the BEML.

07) Assignment or Sub-letting of Contract

Successful Bidder shall not, at any time during the contractual period, assign or sub-let the contract in full or any part thereof to any person without the prior permission in writing from BEML. Any contravention of this condition shall entitle BEML to rescind the contract and shall also render the Successful Bidder liable for payment to BEML in respect of any loss or damage arising out of or ensuing from such sub-letting or rescinding of contract.

08) Termination

- a) BEML reserves the right to terminate the contract at any time either wholly or in partly by giving a written notice. The Service Provider shall not be entitled to any compensation on account of such termination.
- b) In the event of any breach by the Successful Bidder of any condition herein or in the Contract or in the event of any misconduct on the part of the Successful Bidder or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.
- c) If at any time during the pendency of the contract, the Successful Bidder fails to render all or any of the services required under the scope of work satisfactorily, decision of the company shall be final and binding on the Successful Bidder. The company reserves the right to get the work done by other parties at the Service provider's risk and cost.
- d) In the event of the Successful Bidder going into liquidation or winding up business or making arrangements with a third party, the Company will have the right to terminate the Contract forthwith without giving any notice. The Company reserves the right to claim from the Successful Bidder any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of the Contract.

09) Performance Bank Guarantee/ Security Deposit

- a) Successful bidder shall submit Performance Bank Guarantee / Security deposit for an amount, equivalent of 10% of contract value within 15 days from the date of receipt of the contract from BEML.
- b) Successful bidder should submit Performance Bank Guarantee (as per the format provided) issued from any of the scheduled Commercial Banks authorized by RBI (Excluding Regional Rural Banks/ Co-operative Banks) OR Security Deposit through Demand Draft / Banker's cheque / NEFT / RTGS drawn on any of the commercial bank made in favour of BEML Limited.

(OR)

- c) Successful bidder shall deposit the Security deposit through Demand Draft / Banker's cheque / NEFT / RTGS drawn on any of the commercial bank made in favour of BEML Limited.

- d) Validity of the Performance Bank Guarantee (PBG): PBG from any Commercial Bank equivalent to the amount of Security Deposit valid up to 3 months after expiry of the contract covering the claim period. Bank Guarantee should be from any of the scheduled Commercial Banks authorized by RBI. (Excluding Regional Rural Banks/ Co-operative Banks)
- e) In case of extension of the Contract, the validity period for Performance Bank Guarantee/ Security deposit will also be extended accordingly.
- f) The above Performance Bank Guarantee/ Security deposit will be held by BEML as Security for the satisfactory performance of the contract. Any compensation or other sums payable by the successful Bidder to the BEML under the terms and conditions of this contract will be deducted from his Performance Bank Guarantee/ Security deposit or from any sums that may be due or may become due, to the contractor on any account what-so-ever. In the event of the security Deposit being reduced by any reasons of such deductions the contractor shall make good these deductions within 10 (TEN) days.
- g) Performance Bank Guarantee / Security deposit shall not entitle for any interest payment on refund.
- h) Performance Bank Guarantee/ Security deposit will be forfeited by BEML in the event of any default, failure, negligence on the part of the supplier for the performance of the Contract or any loss that may be incurred by BEML as a result of breach of any of the Terms and Conditions of the Contract.
- i) The decision of BEML in respect of such damages, loses, charges, cost or expenses shall be final and binding on the Successful Bidder.

10) Refund of Performance Bank Guarantee/ Security Deposit

On completion of the contract based on the recommendations of the concerned-in-charge, the Performance Bank Guarantee/ Security deposit will be released to the Contractor within one month (02) after completion of contract subject to fulfilment of contractual obligations by the contractor and on submission of a "NO DEMAND CERTIFICATE".

11) Payment Terms

- a) Please note that our term of payment is 100% payment on 45th day for MSEs and for others on 60th day from the date of receipt of invoice and acceptance by BEML. For Bidders not agreeing with the above terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of bids.
- b) Invoice submitted for payment should have details like Document Name/Reference, Word Count, Date of Submission and Date of Acceptance.
- c) Payments will be made for the actual quantity of the works completed (words translated). No other payment whatsoever will be made for any activity / visit concerned with the work other than agreed translation charges.
- d) GST invoice bills should be produced by successful bidder for claiming of payment.

12) Risk Purchase Clause

In case Successful bidder fails to execute the work or abandon the Contract, BEML shall have right to get the work executed through a third party at the risk and responsibility of Successful bidder. The extra cost incurred by BEML shall be to Successful bidder's account.

13) Jurisdiction

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Contract in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

14) Arbitration

Disputes if any, arising between the company and the supplier in connection with this Contract or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by

BEML. The arbitration/proceedings shall be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between the company and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

15) Liquidated Damages

The successful bidder should adhere to the turnaround time / delivery schedule agreed to with BEML. Any delay in the translation from agreed schedule will attract LD (liquidated damages of 0.5% per week for the delayed time with a limitation of max 5% LD for the delayed Delivery).

16) Bribes and Gifts

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 39 hereof. Any question or dispute as on the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

17) Essential Conditions

- a) BEML reserves the right to accept the offers or reject all offers
- b) In case of increase in translation words, BEML reserves the right to negotiate the prices on case to case basis.
- c) Quotations received in any other mode like by post / courier / FAX are not acceptable.
- d) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM Portal, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
- e) Please note that as per the directives from Ministry of Defence, Class 3 Organization Digital Signature Token with both Signing & Encryption Certificates is mandatory for submission of bid on our SRM e-Procurement Portal. Portal will not accept Class 1 or Class 2 Digital Signatures.
- f) **In case of any queries on Digital Signature or submission of bid on SRM Portal, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in**
- g) While quoting its rates, the bidders are advised to consider all factors, including any fluctuations in the market rates, etc. No request for revision of rates will be entertained on any account after acceptance of the offer or during the currency of contract.
- h) In case Bidder is not quoting for all activities, then their offer shall be rejected.
- i) Evaluation of the tenders will be based on the competency and experience of the bidders. L1 party who fulfils the tender conditions will be considered as Successful bidder.

18) Liabilities

The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract. BEML can recover all such losses from the unpaid invoices of the selected bidder or by forfeiting the available Security deposit.

19) Force Majeure Clause

Notwithstanding anything contained in the Contract, neither the Service Provider nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the BEML or the Service Provider. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake or acts of God, restrictions by Govt. authorities over which the Service Provider or BEML has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Service Provider along with supporting evidence and so granted by the BEML for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, BEML shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. BEML may takeover partly processed material at a mutually agreed price.

20) Awarding of Contract

Awarding of the contract to the successful bidder will be subject to approval by the competent authority of BEML.

The above-mentioned terms and conditions of BEML are acceptable to us for participation in tender and to serve the organisation, in case of being accepted as successful bidder after tendering process.

Part – I - TECHNICAL BID
(To be filled by Bidder and to be uploaded along with tender)

The bidder shall furnish all the required particulars in the blank space provided in the below format and upload the scanned copy with duly signed and stamped along with necessary supporting documents.

- Individuals who have done freelancing/ piecemeal/ job work are not eligible to participate in this tender.
- List of permanent/hired Key Personnel of the agency for the above mentioned languages along with their qualification and experience shall be submitted.
- No corrections/ revisions will be entertained after closing date and time of tender.
- All entries in the tender document shall be in English either typed or written legibly in blue ink only.
- Over-writings are not permitted.
- All cancellations and insertions shall be duly signed / attested by the authorized person.
- All the documents should be uploaded in PDF format.

SN	PARTICULARS	BIDDERS'S REMARKS
1	Name of the Company registered in India	Pls. fill the necessary details Upload Copy of Company Registration Certificate
2	Complete address of office along with contact details (Contact Person Name, Email ID and Contact Number)	Pls. fill the necessary details
3	Type of company a) Public Limited Company b) Private Limited Company c) Partnership concern d) Others please specify	Pls. fill the necessary details
4	Documents to accompany with Tenders:	
4(i)	PAN Card & GST Registration details	Pls. fill the details & Upload copy of PAN card & GST registration certificate.
4(ii)	The Bidder must have experience in the business of providing Translation Services to various Govt / PSUs or any other reputed organizations – Minimum 3 Years	Upload Work Order/ Contract/ Experience Certificate issued by customer(s)
4(iii)	The bidder should have average annual turnover of Rs.6 Lakhs during any Three (3) Financial Years from FY2017-18 to FY2022-23 .	Upload audited Profit & Loss statements of any Three (3) Financial Years from FY2017-18 to FY2022-23 (Only relevant pages of audited Profit & Loss statement to be uploaded without Notes and enclosures)
4(iv)	Agency must have filed ITRs for the last three years.	Upload copy of ITR acknowledgement receipt
4(v)	Tender Document, Annexure-C, Annexure-D & Annexure-E	Upload duly filled, signed and stamped copies

Note: During any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/ forged/ fraudulent/ or deliberately misleading, BEML have the right to reject the bid at any stage or cancel the award of contract without any information to the Bidder.

We have understood the Terms and Conditions clearly and agree in totality.

Place:
Date:

(Signature of the Bidder/Authorized signatory)
Seal

Part –II - Price Bid

Price to be quoted as per below mentioned details only against the respective line items provided therein in BEML SRM Portal.

SN	Description / Particulars	Unit Rate per Word in Rs.
1	Translation Charges	
2	Applicable GST	

Note:

- a) The bidder should quote Unit Rate per Word and with validity for a period of 1 Year.
- b) The bidder should hold the quoted price for the period of rate contract and as mentioned, no price revision is allowed after the award of contract.
- c) Numerical Numbers which remains same for the both documents will not be considered/ counted for payments.
- d) Above mentioned Quantity are tentative only, however, the payment shall be made at actuals for the services/ quantity availed.
- e) GST charges applicable in India will be paid by BEML at actuals.
- f) The bidder whose offer is Lowest will be considered as L1.

DECLARATION BY THE BIDDER

This is to certify that our Person / Persons / Company / Firm / Associations does not have any litigation, arbitration cases against BEML Ltd or pending before the Court / Arbitrator in connection with any Contract / Tender issued by BEML Ltd.

Signature with date of Authorized signatory

Place: Name :
Date: Designation :
Firm's Seal :

UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any BEML /Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bid submission.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Place: Name :
Date: Designation :
Firm's Seal :

UNDER TAKING LETTER

(To be printed on Bidder Company's letter Head)

To,

The Dy. General Manager
Corporate Materials
BEML Limited,
BEML Soudha,
No. 23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027

Sub:- Undertaking with respect to Bid Invitation No.xxxxxxxxxx

Dear Sir,

I/We certify that to the best of my / our knowledge, the particulars furnished by us against the tender are true.

It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / We agree to remit 10% of annual contract value Performance Bank Guarantee from an any Scheduled Commercial Bank in India authorized by Reserve Bank of India only within 15 days after award of the contract/from the date of Letter of Intent by BEML.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions including all its Annexures, Exhibits etc along with its Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and accept the same in to-to. As a token of acceptance I / We have signed and affixed seal on each and every page of tender document (from page no.1 to XX and all Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and same is uploaded on BEML SRM Portal.

"In case if it is found that I / We have not uploaded duly signed all pages of tender document or not filled all the details or some pages are missing, then it will be deemed that I/We have agreed for all the terms and conditions of the tender, if the bidder has uploaded duly signed this undertaking"
Place:

Signature with date of Authorized signatory

	Name	:
Place:	Designation	:
Date:	Firm's Seal	:

FORMAT OF BID GUARANTEE FORM

Note:

1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.
2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 80/-)
3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.
4. In the case of foreign bidder the B.G. may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Scheduled Commercial Bank in India authorized by Reserve Bank of India.

DATE:
BID GUARANTEE NO:

Ref:

To, BEML LIMITED
(Address of concerned Division/ Corporate Office)

Dear Sirs,

.....
..... In accordance with your 'Tender Enquiry' under your Tender No:
..... dated M/s..... herein after called
the Bidder, with the following Directors on their Board of Directors / partners of the firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for

.....As an
Irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs
..... (In words and figures) valid for days from is
required to be submitted by the Bidder as a condition precedent for participation in the said bid,
which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1)
the withdrawal or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-
acceptance of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity
period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month
from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in
the bid documents.

We, theBank at..... having our
Head office at (Local address) Guarantee and undertake to
pay immediately on first demand by BEML LIMITED, the amount of Rs
..... (in figure and
words) without any reservation, protest, demur and recourse. Any such demand made by the

Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to
(This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s.....on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on thisday of.....at

witness (Signature)

WITNESS (Signature)

Name in (Block letters)

Designation

(Staff No.)

(Bank's common Seal)

Official address:

Attorney as per power of Attorney No....

Date:

PERFORMANCE BANK GUARANTEE

Bank Guarantee No.....
Dated
Amount
Valid upto
Claim upto

The Deputy General Manager
BEML Limited
Corporate Materials (Imports)
BEML SOUDHA,
23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India

M/s _____ (Name of the Service Provider) having their office at _____ and its Registered office at _____ hereinafter called the Service Provider) has entered into an agreement No: _____ (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called BEML) for under mentioned Translation Services on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to BEML a Bank Guarantee for a sum of Rs.----- (Rupees .----- only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by BEML by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at _____ has agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from BEML in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by BEML by reasons of any breach by the said Service Provider of any of the terms & conditions contained in the said agreement or by reason of the said Service Provider's failure to perform the said agreement. Any such demand made on the Bank by BEML shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto xx/xx/xxxx (date) or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only). Any change or variation in the constitution of BEML shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of BEML or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BEML certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Service Provider.

Unless a demand or claim under this Guarantee is made on us in writing on or before xx/xx/xxxx (date) or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with BEML that BEML shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said Service Provider from time to time or to postpone from any time or from time to time any of the powers exercisable by BEML against the said Service Provider and to for-bear or to enforce any of the terms & conditions

relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Service Provider or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of BEML in writing.

This Guarantee is effective from xx/xx/xxxx (date) to xx/xx/xxxx (date) (i.e. one (1) year from the date of contract) or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before xx/xx/xxxx (date) or the extended period.

Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs. - ----(Rupees ----- only) in aggregate and it shall remain in full force upto xx/xx/xxxx (date) unless extended. Any claim under this Guarantee must be received by us on or before xx/xx/xxxx (date) or the extended period and if no such claim is received by us within xx/xx/xxxx (date) or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :

NON – DISCLOSURE AGREEMENT

BETWEEN

BEMLLIMITED

BANGALORE

AND

.....

To be executed on a
non-judicial stamp paper
of requisite value
according to State
Stamp Laws where the
agreement is executed

NON – DISCLOSURE AGREEMENT

This Non – Disclosure Agreement (hereinafter referred to as "**NDA**") is made and entered into on this ___ day of _____ 2024, by and between;

BEML LIMITED, a Govt. of India Undertaking, under the administrative control of Ministry of Defence, Department of Defence Production, Government of India, registered and incorporated under the Laws of Republic of India having CIN No. _____ with its Corporate Office at 'BEML SOUDHA', 23/1, 4th Main, SR Nagar, Bangalore – 560027, India, and its international business division at New Delhi represented by its _____ Mr. _____ (hereinafter referred to as "**BEML**" which expression shall include its successors and permitted assigns),

And

M/s. _____, a _____ registered and incorporated under the Laws of _____ having registration No. _____ with its registered Office at _____ represented by its _____ Mr. _____ represented by its _____ Mr. _____ (hereinafter referred to as " **Service Provider**" which expression shall include its successors and permitted assigns)

Hereinafter, BEML and Service Provider are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS, BEML is engaged in the business of design, development and manufacture of a variety of Earthmoving, Railways, Defence Equipment, Diesel Engines, Hydraulic & Power line aggregates and also providing services in the areas of engineering, design & development and trading, etc.

WHEREAS, BEML in order to expand its business in the International market, inter alia contacts various global customers, participates in global tenders etc.

WHEREAS, BEML while in international business come across documents like Tender, Contract, Technical, Financial, Legal, documents, Incoming/ Outgoing Emails, Letters from and to Customers etc., in foreign languages. To conduct business in the global market, BEML will have experts in foreign language to understand the communication and also to submit various documents in the foreign language.

Accordingly, BEML is in the process of engaging an agency for translating the documents from Spanish to English Language and English to Spanish language (hereinafter referred to as the "Project"). In that regard, BEML floated tender and the Service Provider became the successful bidder;

WHEREAS, Service Provider represented that it has expertise/ is engaged in the business of translation of document from Spanish to English Language and vice versa;

WHEREAS, it is the mutual desire of the Parties to disclose certain Confidential Information (as defined later in Clause 2) to each other, and

WHEREAS, the Parties recognise that careful protection and non-disclosure by the Party receiving the Confidential Information (hereinafter referred to as the "Receiving Party") from the Party disclosing such Confidential Information (hereinafter referred to as the "**Disclosing Party**") is of vital importance while executing the Project.

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties agree to disclose and receive certain Confidential Information only under the following terms and conditions:

1. **SCOPE OF THE NDA**

- 1.1 In order to pursue the Project, both Parties recognise that there is a need to disclose to one another certain Confidential Information. Confidential information is to be used only in the pursuit of the Project. The information provided by the Disclosing Party and the Receiving Party shall be subject to the terms of this NDA. Accordingly, either Party under this NDA may be a Receiving Party and/or a Disclosing Party under the terms hereof.
- 1.2 The following terms and conditions shall apply when the Disclosing Party discloses Confidential Information to the Receiving Party. Nothing contained in this NDA shall be construed as granting rights by the Disclosing Party to the Receiving Party, by license or otherwise, to any of the Confidential Information under any patent, know-how or other rights till now or hereinafter held by the Disclosing Party except as specified in this NDA. The Disclosing Party will provide Confidential Information without warranties of any nature whatsoever.

2. **CONFIDENTIAL INFORMATION**

- 2.1 The term "**Confidential Information**" shall mean and refer to all or any information and data of confidential or proprietary in nature which is disclosed by the Disclosing Party to the Receiving Party, including but not limited to, past, current and future customer information, proprietary, technical, financial, personnel, marketing, pricing,

sales and/or commercial information with respect to the "Project" as well as ideas, concepts, designs and inventions, embedded hardware design, data and information, computer source and object code and computer programming techniques; and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to this NDA. The terms and existence of this NDA, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a potential business relationship involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this NDA.

2.2 The information disclosed by the Disclosing Party under this NDA shall be treated as Confidential Information by the Receiving Party and shall be disclosed either:

2.2.1 in writing; or

2.2.2 by delivery of items; or

2.2.3 by initiation of access to Information, such as may be in a data base; or

2.2.4 by oral or visual presentation.

2.3 The Confidential Information shall be considered valuable trade secrets, owned by the Disclosing Party. The Disclosing Party shall retain all right, title, and interest in the Confidential Information.

3. **NON-DISCLOSURE**

3.1 The Confidential Information shall remain property of Disclosing Party. The Receiving Party may only use the Confidential Information for the purposes stated above. The Receiving Party recognises that this NDA imposes an affirmative duty to hold such information in confidence and protect it from dissemination to and use by unauthorised persons. In the absence of the Disclosing Party's prior written consent, the Receiving Party shall neither reproduce nor disclose the Confidential Information to any third party.

4. **RECEIVING PARTY'S OBLIGATIONS:**

4.1 The Receiving Party undertakes:

- 4.1.1 to use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with respect to its own Confidential Information, but no less than reasonable care;
- 4.1.2 not to use the Confidential Information for any other purpose except for the purpose for which the information has been disclosed.
- 4.1.3 to comply with any other reasonable security measures requested in writing by the Disclosing Party;
- 4.1.4 not to, under any circumstances, copy, replicate, or reverse engineer any products or services of the Disclosing Party by unauthorised use of Confidential Information and shall not infringe the intellectual property rights law applicable to the Disclosing Party;
- 4.1.5 not to, directly or indirectly, make or permit any oral or written communications to the public media regarding the Confidential Information of the Disclosing Party, its business or clients or use the name of the Disclosing Party in any public announcements, promotional, marketing or sales materials or efforts, without the express prior approval of the Disclosing Party.
- 4.2 not to disclose any Confidential Information to any third party without the express prior approval of the Disclosing Party.
- 4.2.1 not to disclose any Confidential Information to its employees, consultants and agents including employees of any legal entity that it controls or controls it or with which it is under common control (the "**Representatives**"), on a 'need to know' basis for the purpose of the Project under this NDA.
- 4.3 The Receiving Party must, prior to disclosing any Confidential Information, enter into a written agreement with the party to whom the information is being disclosed so as to ensure that such party treats the information as 'Confidential Information' in accordance with the terms of this NDA.
- 4.4 The Receiving Party may disclose the Confidential Information to the extent only it is required by law. However, the Receiving Party will give the Disclosing Party prompt notice as practicable as possible to allow the Disclosing Party a reasonable opportunity to obtain a protective order.

5. **EXCEPTIONS**

- 5.1 This NDA imposes no obligation upon the Receiving Party with respect to information that:
- 5.2 is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
- 5.2.1 is hereafter rightfully furnished to the Receiving Party by a third party, without restrictions to use or disclosure;
- 5.2.2 is disclosed with the prior written consent of the Disclosing Party; or
- 5.2.3 is required to be disclosed pursuant to law, and then only to the extent ordered by the governmental authority or court of competent jurisdiction, provided the Receiving Party uses reasonable efforts to give the Disclosing Party notice of such disclosure as soon as practicable and cooperate with the Disclosing Party, at the Disclosing Party's expense, to minimise any such disclosure and shall only disclose that portion of the Confidential Information required by such authority or court.

6. **NON-SOLICITATION**

- 6.1 No Party shall, either directly or indirectly, on its own behalf or on the behalf of others, solicit or hire for work any person(s) employed by the other Party, whether or not such employment is pursuant to a written contract or is at will, without the express written permission of such other Party, or until such employee has ceased his/her employment with such other Party for at Two (1) years. This clause shall survive for a period of Two years even from the date of termination.

7. **REMEDIES**

- 7.1 The Parties recognise and acknowledge that Confidential Information is of a special, unique and extraordinary character to the Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Receiving Party cannot be fully compensated and that, further any such disclosure, misappropriation or unauthorized use of the Confidential Information shall cause irreparable injury to the Disclosing Party. The Receiving Party expressly agrees, therefore, that the Disclosing Party, in addition to any rights and remedies it may have under this NDA or at law or in equity, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, or any of the terms and provisions hereof. The Receiving Party agrees to reimburse the Disclosing Party for any and all losses, liabilities, damages, costs and expenses (including reasonable

attorney's fees and court costs) incurred and sustained by the Disclosing Party as a result of any breach of this NDA.

8. **TERM**

The term of this NDA shall be for a period of one (1) year from the date of its last signature. However, the obligation of Receiving Party shall survive irrespective of the expiry of this NDA for a period of 3 years.

9. **TERMINATION**

This NDA shall terminate upon happening of any of the following events:

- a. Termination by mutual consent.
- b. Termination by either party due to breach of any of the covenants hereof by the other, with three months' prior written notice to the defaulting Party.
- c. In case of termination, the contents of Article No.7 are obligatory to the full extent.
- d. If any of the Parties is declared insolvent/bankrupt by a competent court of jurisdiction etc., resulting in that Party's inability to perform the obligations under this Agreement.
- e. If a Party is Blacklisted by any Govt., Statutory Authorities, body corporate, which make the performance of this Agreement by that Party impossible. In such case that party shall give appropriate notice to the other informing the incidence of blacklisting and also the impossibility of either Party to any other third party.

Notwithstanding the above, termination shall not prejudice any obligation that has arisen prior to the date of effective termination between the Parties and/or obligation of either Party to any other third party.

10. **RETURN OF CONFIDENTIAL INFORMATION**

Following the request of the Disclosing Party or upon expiry of the term of this NDA or on the early termination of the NDA as above, the Receiving Party shall return all Confidential Information to the Disclosing Party without retaining any copy of such Confidential Information or if so desired by the Disclosing Party, confirm in writing that all such Confidential Information has been destroyed. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

11. **GOVERNING LAW**

This NDA shall be governed by the laws of Republic of India

12. **DISPUTE SETTLEMENT AND JURISDICTION**

Disputes if any, arising between the Parties, in connection with this NDA or any other

matters connected therewith, the same will be mutually discussed and amicably settled between the parties by negotiations, mediations, conciliation, etc. The disputes which are not settled as above, shall be referred to Arbitration consisting of a Sole Arbitrator in accordance with the provisions of Arbitration and Conciliation Act, 1996 as may be amended from time-to-time. The place /seat of the Arbitration shall be at Bangalore, India and the Arbitration proceedings shall be conducted in English language.

Courts at Bangalore, India alone will have jurisdiction to entertain, try and adjudicate matters connected with this NDA.

13. **MISCELLANEOUS**

- 13.1 Severability and Waiver: If any provision of this NDA is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and economic effect of the invalid provision. The waiver by the Disclosing Party of a breach of any provision of this NDA shall not operate or be interpreted as a waiver of any other or subsequent breach.
- 13.2 Notices: All notices under this NDA must be in writing and must be either: faxed; mailed by registered or certified mail, postage prepaid and return receipt requested; or delivered by hand to the party to whom such notice is required or permitted to be given at the address set out in the title of this NDA.
- 13.3 Successors and Assigns: The Receiving Party shall have no right to assign its rights under this NDA, whether expressly or by operation of law, without the written consent of the Disclosing Party. This NDA and the Receiving Party's obligations hereunder shall be binding on the Representatives, permitted assigns and successors of the Receiving Party and shall inure to the benefit of the Representatives, assigns and successors of Disclosing Party.
- 13.4 Variation: No variation of this NDA shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 13.5 Final Provision: This NDA is solely between Disclosing Party and Receiving Party and Government of India is not a party and shall cast no obligation on them.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this NDA in the presence of the following witnesses.

for BEML LIMITED

for SERVICE PROVIDER

Name :

Name :

Designation :

Designation :

Address :

Address :

Signature :

Signature :

WITNESSES:

¹
Name : _____

²
Name : _____

Designation : _____

Designation : _____

Address : _____

Address : _____

Signature :

Signature :