

भारत सरकार

BY REGISTERED/SPEED POST

GOVERNMENT OF INDIA
संचार और सूचना प्रौद्योगिकी मंत्रालय
MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY
इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी विभाग
DEPARTMENT OF ELECTRONICS AND INFORMATION TECHNOLOGY
Website: www.mit.gov.in

संख्या

No.....

J-15021/1/2013-G.I

दिनांक

Date.....

13.09.2013

Due Date & time : 08.10.2013 by 3.00 P.M.
Opening Date & time : 08.10.2013 by 3.30 P.M.

To,

**Subject :- Quotation for Empanelment of Translating Agency for
executing the translation work of the Department – reg.**

Sir,

This Department intends to engage a reputed and experienced Translating Agency located in National Capital Region of Delhi initially for a period of one year extendable to another two years on the basis of mutual consent of both the parties (Department & Firm) for executing the translation work (English to Hindi and vice-versa). The quotations are invited as per terms and conditions mentioned in the Annexure-I. Specifications/ description of work required for translation is mentioned in the Annexure-II.

You are requested to submit your lowest rates in a sealed cover so as to reach the undersigned latest by **08.10.2013 by 3.00 P.M.**

Thanking you

Yours faithfully,



(B.D.Sharma)

Joint Director

T. No.24301240

NB:- The terms & conditions of the bid are enclosed at Annexure-I and specification at Annexure-II which should be carefully noted and complied with.



राष्ट्रीय ई-गवर्नेंस योजना
National e-Governance Plan

इलेक्ट्रॉनिक्स निकेतन
6, सी.जी.ओ. कॉम्प्लेक्स
नई दिल्ली-110003

Public services closer home

ELECTRONICS NIKETAN
6, C.G.O. COMPLEX
NEW DELHI-110003

ANNEXURE-I

Terms and Conditions

1. The envelope must be marked '**TENDER FOR EMPANELMENT OF TRANSLATING AGENCY**' on the top in bold letters.
2. **The bid must be valid for a period of ninety days (90 days) from due date.**
3. The quotation letter must be addressed to "The Joint Director (GA), Department of Electronics and Information Technology" and reach on or before the due date i.e. 08.10.2013 (before 3.00 PM) otherwise it will be rejected. All bids will be opened on the same day at 3.30 P.M. in the presence of bidders who may opt to be present. If bid opening day is declared to be a holiday for Govt. Department, the next working day will be treated as last date for receiving and opening of bids.
4. The envelope containing the bid must be sealed and sent on the following address:

The Joint Director (GA)
Department of Electronics and Information Technology
Electronics Niketan, 6, CGO Complex
New Delhi-110003

Otherwise it is liable to be rejected. The envelope should bear DeitY inquiry number along with due date and time.

5. The bidder should be reputed, experienced and possess adequate in-house infrastructure required for executing translation work (English to Hindi and vice versa) and be competent to meet the urgent requirement of translation work on priority basis. **The bidder should possess adequate manpower required for executing the translation work with minimum educational qualification i.e. Master's Degree in Hindi / English with English/Hindi as a subject at graduation level or Degree with Hindi as medium of Instruction with Diploma / Certificate course in translation from Hindi to English and vice versa or Graduate in Hindi with certificate of translation and 2 year experience.** In order to ensure the availability of the required infrastructure, the Department would be at liberty to inspect the infrastructure available with the firm before awarding the contract.
6. **Earnest Money Deposit (EMD)** - All bidders are required to enclose a Pay Order/Bank Draft of an amount of **Rs.14000/-** in favour of "PAO, DeitY" payable at New Delhi as refundable Earnest Money Deposit (EMD). Bids received without EMD are liable to be rejected. Successful bidder will be required to deposit Performance Security (as per clause 13), within 10 days of award of contract failing which the EMD will be forfeited.
7. Rates once quoted should be fixed and exclusive of statutory taxes, if any which should be paid as per Govt. norms.
8. Before quoting the rates, the bidder can see the samples of the document, book, etc. to be translated on any working day between 2.00 p.m. to 4.00 p.m. ~~from~~ Hindi Section, D/o Electronics and Information Technology, 6, CGO Complex, Electronics Niketan, New Delhi-110 003.

9. Bidders are required to quote their rates as per enclosed Annexure-II.
10. The bidders must be experienced in the field of translation work and should have successfully undertaken similar work amounting upto Rs.2.00 lacs per annum from at-least three Govt. Deptts./Ministries/PSUs/Reputed Organizations during the last two financial years i.e. 2011-12 and 2012-13 (copies of Purchase Orders and sample of executed translated work should be attached as a proof.).
11. The bidder must be financially competent and should have at least **Rs.2.00 lacs** turnover during last two financial years i.e. 2011-12 and 2012-13 for which bidder should furnish the authenticated documents i.e. copy of duly audited P&L Account and Balance Sheet in support of their claim.
12. The bidder has to clearly mention the authorized person(s) interacting with the Department and executing the assigned job.
13. **Performance Security** - Successful bidders shall be required to submit a Performance Security in the form of Bank Guarantee for an amount of **Rs.35,000/-** (Rupees Thirty five thousand only) within 10 days of award of contract failing which the Department may terminate the order/agreement and forfeit the Earnest Money without prejudice to its other remedies. The Performance Security may be in the form of Bank Guarantee of any nationalized or commercial bank which shall be valid for the period of 14 months i.e. beyond two months of the completion of the contract. No interest is payable by the Government on the Performance Security. The Department reserves the right to forfeit the Performance Security, in case the services of the firm are found to be unsatisfactory i.e. non-compliance of any of the terms & conditions of the contract.
14. The bidders must have TIN, PAN and Service Tax Number in their name. Copies of the certificates should be enclosed as a proof.
15. Quality of the translation work should be of very high quality and copies found defective will be summarily rejected. The firm must get draft samples approved from the Department before final translation and effecting delivery. The Department or its representative shall have the right to inspect the assigned translating work at any stage and have full right to reject the entire quantity or part thereof if it did not meet the required quality standards.
16. **Delivery Period** – The nature of job is strictly time-bound. The successful bidder is liable to carry out all amendments/improvements suggested by the Department, in a prescribed time frame as per annexure-III. In case, the firm fails to deliver the required work as per time frame mentioned in the supply order, liquidated damages as per clause 21 of the terms and conditions will be charged.
17. **Evaluation Criteria** –The firm will be selected on the basis of the lowest rates quoted. Two firms shall be empanelled i.e. Lowest-I and Lowest-II. The Lowest-II firm would be required to accept the rates of L-I firm. **In case, the firm (L-II) does not agree to match/accept the rates of L-I bidder, the offer will be given to L-III and so on.** The Department reserves the right to assign/allocate the required work to any of the empanelled firm as per requirement.

18. **Payment** - The payment shall be released after satisfactory completion of the assigned work and on production of bill which should be accompanied with a certificate issued by Hindi Section, indicating that the assigned work has been completed satisfactorily.
19. **Scope of work** - The scope of the work shall include translation of Reports, Documents, Books, magazines, contents of Departmental website, vetting, typing, re-typing and proof reading. The successful bidder is required to complete assigned work within stipulated time frame. Final vetting shall be done by DeitY (Hindi Section) certifying that the assigned job is complete in all respect. **The text to be translated will be supplied by the Department either in the form Soft copy (e-mail, DVD/CD, PD etc.) or hard copy as per its convenience or availability.** The successful bidder has to carry out all the amendments/corrections if any detected by Hindi Section as many times as required free of cost. The payment shall be made on submission of a satisfactory certificate issued by Hindi Section. The quantity of work shown in the price schedule is only estimated and may vary depending upon workload in a particular month/ specially during Parliament sessions. The bidder shall be capable to execute/complete such assigned work on a very short notice. The bidder cannot claim any right on the basis of estimated quantity.
20. **Quality of work** - While translating the text, the bidder has to ensure that the meaning should not deviate from the text to be translated. Most of the text to be translated is either of technical or procedural in nature. The firm has to ensure that the translation is done keeping in mind the verbal similarity as well as the hidden meaning of the original one.
21. **Liquidated damage** - If the selected agency fails to deliver any or all the translated work within the period specified in the purchase order, the purchaser shall without prejudice to its other remedies, deduct liquidated damage 1.5% of the price of the delay for each and every week (part of the week shall be considered as full week) subject to maximum of 7.5% of the delayed work value and the same shall be recoverable or deducted from the bills(s) due to the firm. The Department shall be at liberty to terminate the agreement, cancel the purchase order and may also forfeit the Performance Security, in case, the agency/firm fails to deliver the assigned work within stipulated period.
22. **Contract period** - Initially the contract will be awarded for one year which shall be extendable for another two years with the approval of the Department and subject to mutual consent of both parties (Department and the firm) on the same rates and terms & conditions, which will be further subject to satisfactory services rendered by the firm.
23. Selected firms shall be required to acknowledge that the copyright of the **translated text, whether from English to Hindi or vice-versa** rests with the Government for both text and visuals. The firm has to unconditionally undertake and agree that no claim in any manner for ownership of the Publication/document/book or any part thereof, is preferred by any party regarding the content or text.
24. The firm so selected will not be authorized to reproduce or reprint in any manner including photocopying, photographing, cyclostyling, microfilming, scanning or any electronics means of copying or any other means whatsoever without the written permission of this Department.

25. Secrecy of the matter given should be maintained at all times by the selected Agencies/firms.
26. **Material as given to the firm for translation, whether in the form of soft copy & hard copy** by the Department or prepared/ arranged by the supplier during the process, will be the sole property of this Department and shall be deposited after use at the time of submitting the bills for payment.
27. The successful bidder has to arrange delivery of **translated text through typed text (in A-4 size paper) one copy duly stamped and signed by authorized person and corrected/vetted copy in CD/DVD or PD** free of charge. The Department may ask the firm to send translated work through e-mail in compatible font (i.e. Unicode or in krutidev, a true type font, etc. if required).
28. Incomplete quotations are liable to be rejected.
29. The bidder should not have been blacklisted by any Ministry/Department. The bidder is required to submit an undertaking to this effect on its letterhead.
30. The Department reserves the right to accept or reject any quotation without assigning any reason whatsoever.
31. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India.
32. **Arbitration** : In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. If both parties fail to agree by mutual consent, then Department will appoint the sole Arbitrator. In that case, the provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be deemed to be a submission to Arbitration under the Indian Arbitration and Conciliation Act, 1996, or any modifications or reenactment thereof including the rules framed there-under.
33. The Department reserves the right to modify and amend any of the above stipulated condition/criterion depending upon requirement/priorities via-a-vis urgent commitments.
34. **FORCE MAJEURE** - Notwithstanding the provision of the clause 13, the firm shall not be liable for forfeiture of its performance Security, liquidated damages or termination for breach, if and to the extent that, its delay in performance or other failure to perform its obligation under the Agreement is the result of an event of Force Majeure. For purpose of this Clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of the 'Department' either in its sovereign or contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes. If the Force Majeure situation arises, the firm shall promptly notify the 'Department' in writing of such condition and the cause thereof. Unless otherwise directed by the 'Department' in writing, the firm shall continue to perform its obligation under the Agreement as far

as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'B.D. Sharma', written over a horizontal line.

(B.D.Sharma)
Joint Director
T. No.24301240

ANNEXURE-II

S No.	Scope of work	Rates per word
1	Translation from English to Hindi and vice-versa i.e. Hindi to English including Vetting of translated text, Typing, Proof -Reading etc. and carrying out the mistakes/amendments in the assigned work free of cost. (The estimated annual requirement may be around 8.00 lakh words).	
	Total	

Note: 1. No. of words shall be counted from the text of source Language i.e. the text to be translated.

2. Statutory or other levies, if any will be paid as per prevailing Govt. norms.



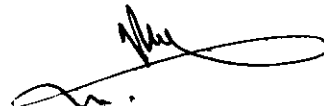
(B.D.Sharma)
Joint Director

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ANNEXURE-III

Time schedule for execution of assigned work

Sr. No.	Description of work	Date of award of work	Delivery of ordered work by the firm	Certification of executed/completed work by DeitY	Final delivery of ordered work after certification by DeitY
1	2	3	4	5	6
A	Outcome Budget, Performance Budget, Annual Report, Demand for Grants, Parliament matters.	As per work order	At short notice or maximum 10 days from the date of work order	5 days from the date of delivery of the executed work by the firm.	3 days from the date of certification by DeitY.
B	Cabinet Note, Parliamentary matters.	As per work order	At short notice or maximum 03 days	2 days from the date of delivery of the executed work by the firm.	2 days from the date of certification by DeitY.
C	Website content, General requirement	As per work order	3 days from the date of work order	2 days from the date of delivery of the executed work by the firm.	2 days from the date of certification by DeitY.


(B.D.Sharma)
Joint Director