

Government of India
Ministry of External Affairs
External Publicity & Public Diplomacy Division
Shastri Bhawan, New Delhi-110001

E-NOTICE: Inviting tender for- Empanelment of agencies for regional language translation services for the Ministry.

Tender No. Q/XMM/551/12/2017

Dated: 11.07.2018

<u>Important Dates</u>	
Published date	11.07.2018
Bid document download start date	12.07.2018
Clarification start date	12.07.2018
Clarification end date	31.07.2018
Bid submission start date	12.07.2018
Bid submission end date	01.08.2018
Date of Technical Bid opening	10.08.2018

The bids shall be submitted online only at Central Public Procurement Website:
<https://eprocure.gov.in/eprocure/app>



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TENDER NOTICE

The External Publicity & Public Diplomacy Division of the Ministry of External Affairs invites bids from reputed translation agencies, for inclusion in External Publicity Division's panel for providing translation in regional languages.

(A) Scope of work:

The work would include translation and typing of material of any text in printed or electronic format as and when provided by the Ministry on a 24 x 7 basis, in the following regional languages, for the Ministry:

- Urdu
- Bengali
- Gujarati
- Kannada
- Malyalam
- Odia
- Punjabi
- Tamil
- Telugu
- Assamese

2. **Validity & Extension of Contract:** The Panel will be formed initially for a period of one year which may be extended for the further period of one year at a time at the sole discretion of the Ministry on the existing terms and with the written consent of the concerned empanelled agencies.

3. A two bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on _____ at 1100 hrs at PO (XMM)'s office (Room No. 254, A Wing, Shastri Bhawan), New Delhi in the presence of those tenderers who may desire to be present at that time. The Technical Bid/presentation will be evaluated by Technical Evaluation Committee.

(B) Minimum Eligibility Criteria:

1. Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand only) in the form of Demand Draft in favour of Pay and Accounts Officer, Ministry of External Affairs payable at New Delhi.
2. The agency should be registered with the Registrar of Companies and should hold valid PAN, Sales tax/GST registrations/VAT.
3. A minimum of three years of experience in translation in regional languages is mandatory.
4. The annual turnover of the agency should be at least 50 Lakh for the last three years.
5. The agency should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the firm or its owner or partners anywhere in India.
6. Agency must have filed ITRs for the last three years.
7. Agency should have at least two well qualified transcribers.

Pre-bid Meeting: A prospective Applicant, requiring a clarification on the Tender document shall notify MEA via email to dsdd@mea.gov.in within the time-frame as indicated in the Data Sheet.

MEA will conduct the Pre-bid Meeting to address the submitted queries, if any, at a date which shall be intimated in due course. Responses to the queries notified through email will be uploaded on MEA website (mea.gov.in) and any resulting amendments shall be intimated to the Applicants via email/fax.

(C) Submission of Bids:

The bidders should upload their bids on CPP Portal in separate two parts, viz.:

(i) Technical Bid: The bidding agencies are required to submit documents as detailed in Annexure I. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.

(ii) Financial Bid: to be submitted in the format as given in Annexure II.

(D) Technical Evaluation:

1. Only the agencies who fulfill the Minimum Eligibility Criteria and upload the documents as mentioned in Annexure I shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation.

2. The technical evaluation of the bidders shall be made on following points:

Translators employed by Agency	10 marks [< 3 = 2 marks 3 < 4 = 4 marks 4 < 5 = 6 marks 5 < 6 = 8 marks > 6 = 10 marks]
Experience in translation in regional languages in Govt./PSU sector in number of years (An experience of at least 3 years)	10 marks [3 < 4 = 2 marks 4 < 5 = 4 marks 5 < 6 = 6 marks 7 < 8 = 8 marks > 8 = 10 marks]
Experience in translation in regional languages in private sector in number of years (An experience of at least 3 years)	10 marks [3 < 4 = 2 marks 4 < 5 = 4 marks 5 < 6 = 6 marks 7 < 8 = 8 marks > 8 = 10 marks]
Number of projects undertaken with/currently working with; Govt./PSU sector in the last three years	10 marks [1 – 2 = 2 marks 3 – 4 = 4 marks 5 – 6 = 6 marks 7 – 8 = 8 marks > 8 = 10 marks]
Number of projects undertaken with/currently working with; private sector enterprises in the last three years	10 marks [1 – 2 = 2 marks 3 – 4 = 4 marks 5 – 6 = 6 marks 7 – 8 = 8 marks > 8 = 10 marks]

Turnover of the Agency over the last three years	10 marks [0.5 < 0.6 crore = 2 marks 0.6 < 0.7 crore = 4 marks 0.7 < 0.8 crore = 6 marks 0.8 < 0.9 crore = 8 marks > 1 crore = 10 marks]
Quality of translation sample [it is expected that Agency is well conversant in the terminologies used by various agencies of Government of India and well versed in their use]	20 marks
Speed of translation of sample	20 marks
TOTAL	100 marks

3. The minimum qualifying score shall be 70.

(E) Financial round:

1. Only the agencies who qualify 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.
2. The bidder/agency applying will quote their 'Rs. per word rates' (exclusive of applicable taxes) for the financial bid. The rates shall be quoted in the BOQ sheet provided with tender document. (Annexure II)
3. No change in financial bids is allowed after the last date of submission of tender documents.
4. After evaluation of bids, the L1 (lowest financial bid) bid will be selected. All the bidders who have successfully passed technical evaluation and are willing to work at the L1 rate shall be invited to be a part of the Panel for translation in regional languages, for this Ministry.

(F) Terms & Conditions:

1. Tender received after closing date and time will not be entertained.
2. Ministry reserves the right to extend the last date and time for submission of the bids as its own discretion.
3. The bidder/agency shall bear all costs associated with the preparation and submission of its bids and the Ministry of External Affairs will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the respondents and the Ministry until execution of a contractual agreement.
4. The bids shall remain valid for a period of 120 (One hundred & twenty) days. In exceptional circumstances, the consent of the bidder may be requested in writing for an extension to the period of bid validity. Such requests should preferably be made much before the expiry of the bid validity. The bid security provided shall also be suitably extended.

5. Failure to furnish all the required information may result in rejection of the bid.
6. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by the decision of the Ministry. In case the information submitted by the firm is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred.
7. Any notice by one party to the other pursuant to the Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract.
8. To assist in Technical evaluation, Ministry reserves the right to call for any clarification from any/all bidder/agency during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.
9. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.
10. The Ministry shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender.
11. In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the firm/agency.
12. The Ministry reserves the right to accept or reject any or all proposals without assigning any reasons. No tenders shall have any cause or claim against the Ministry for rejection of his proposal.
13. Payment terms:
 - The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
 - The agency who has been awarded the contract shall submit the bills within a week of expiry of a month indicating full description.
 - Agencies, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required for the execution and continuous monitoring of the project during the Contract period. No deviation in any of the conditions is allowed during the project period. No increase in prices would be allowed during the contract period. Only applicable taxes shall be applied in addition to quoted rates.
14. Agency must procure and provide all the hardware required to its project team to enable them to meet the target assignment.
15. The Ministry requires that the company engages professionals in the field of translation in regional languages to undertake the project and reserves the right to call for the resumes, documents relating to their professional background, expertise and their achievements.
16. No Subcontracting: The bidder/agency so selected should have the capability to perform the entire scope of the work without outsourcing the same to any third party in any manner.

17. Quality of translation and completion of task within the time schedule are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.

18. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc., decision of the Ministry will be final and binding on all bidders participating in this bid.

19. **Earnest Money Deposit:** Bidders are required to submit an **Earnest Money Deposit (EMD)** of Rs. 20,000/- (Rupees Twenty thousand only) as described in Annexure I must be delivered to Under Secretary (Digital Diplomacy), Room No. 254, A-Wing, Shastri Bhawan, New Delhi and reach by on or before 11AM, in the form of Demand Draft in favour of Pay and Accounts Officer, Ministry of External Affairs payable at New Delhi.

The bid security of unsuccessful bidder will be returned to them after the award of the contract. Earnest Money Deposit with MEA for the purpose of tender will earn no interest.

EMD will be forfeited on account of one or more of the following reasons:-

- i) The Bidder withdraw/modify his bid during the period of bid validity.
- ii) In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee.

20. The requirement of translation work from translators in the panel is of an intermittent nature based on the requirement purely on piece-meal and remuneration basis. Thus, inclusion in the panel does not entail any claim for allocating work or any liability, other than the remuneration for the translation work.

21. Aryan-2 or Mangal fonts alone will be used for preparing the text in Hindi.

22. The Ministry shall have the right to dismiss the panel or remove any Agency from the panel at any point of time.

23. The Agency has to provide services on 24 x 7 basis.

(G) Performance Bank Guarantee: The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 10% of the total contract price before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Earnest Money Deposit of successful bidder will be returned after submission of Performance guarantee.

Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

(H) Agreement deed: The successful bidder shall execute an agreement for the fulfilment of the contract on ₹ 100/- non-judicial stamp paper within 15 days from the date of empanelment. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 10 percent of the contract value.

(I) Penalty Clause:

1. If the bidder withdraws or alter its bid before the bid validity period, Ministry/Division may take the decision to forfeit the EMD and debar it from participating in future tenders.

2. If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, Ministry may take a decision to cancel the contract with the immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Ministry and take and other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Ministry at its own discretion/satisfaction.

(J) Governing Laws and Jurisdiction:

This shall be construed and governed by the laws of India, and parties hereby submit to exclusive jurisdiction of the Delhi court of law.

(K) Settlement of Disputes and Arbitration:

All disputes, differences and questions arising out of or in any way touching or concerning the agreement or subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitration under the Arbitration and Conciliation Act 1996 as amended up to date. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

(L) FORCE MAJEURE:

1. Ministry may consider relaxing the penalty and delivery requirements, as specified in tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.

2. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

3. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

4. The affected Party shall also notify the other party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

5. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Ministry of External Affairs shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Ministry of External Affairs shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

(M) Liquidated damages and termination:

- It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, this Ministry may recover a sum from the contractor equivalent to minimum of 0.5% of the price for any portion of services delayed / negligence in service. The maximum amount to be recovered would be 10% of the price for any portion of services delayed / negligence in service.
- In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.
- In case of material breach of any of terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Ministry in that event in that event and the Performance security deposit may also be forfeited.

(N) Closure of Contract- While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" may be taken from the contractor as per the format given in the Annexure 21 of Manual for Procurement of Goods, 2017.



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Annexure I

S. No.	Document	File type
1.	Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand only) in the form of Demand Draft in favour of Pay and Accounts Officer, Ministry of External Affairs payable at New Delhi. Scanned copy of the Demand Draft to be uploaded.	.pdf
2.	Copy of Registration with Registrar of Companies.	.pdf
3.	Copy of PAN & GST number as applicable.	.pdf
4.	Copy of ITR returns for the last three years.	.pdf
5.	Copy of Latest Sales Tax/VAT/GST Clearance Certificate or copy of latest tax deposit challan.	.pdf
6.	A list of their owners/partners etc. of the agency	.pdf
7.	Copy of Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India.	.pdf
8.	Copies of award of contracts along with Certificate of satisfactory performance from Central Ministries/ Departments/private organizations of repute.	.pdf
9.	Proof of qualification in local language in Graduation, in respect of translators employed by the Agency	.pdf
10.	Copy of an audited statement of account of the agency and relevant documents in support of Annual Turn-over.	.pdf
11.	Proof of Annual turnover of at least 1 crore for the last three years.	.pdf