

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

E-NOTICE: Tender for translation and transcription services for the Ministry of External Affairs.

**Tender No. Q/XMM/551/07/2017**

**Dated: 20.11.2019**

<b><u>Important Dates</u></b>	
Published date	20.11.2019
Bid document download start date	20.11.2019
Clarification start date	20.11.2019
Clarification end date	26.11.2019
Bid submission start date	20.11.2019
Bid submission end date	10.12.2019
Pre-Bid meeting	27.11.2019
Date of Technical Bid opening	11.12.2019

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 agencies, for procurement of translation & transcription services for the Ministry.

### **(A) Scope of work:**

The work would include the following:

- I. Translation of material from English to Hindi and vice versa of any text in printed or electronic format as and when provided by the Ministry. Translation of material is to be done through resource persons of the selected Agency and not through auto-translate software such as Google Translate etc.
- II. Transcription of speeches, statements or any other content as provided by the Ministry in Hindi and English from audio/video clips with 100% accuracy. Transcription to be done in two steps;  
Step 1 – initial draft through use of subscription transcription software.  
Step 2 – Proof reading through by a resource person of the Agency.
- III. Translation of content, to be done through resource persons of the selected Agency and not through auto-translate software such as Google Translate etc., as provided by the Ministry from English to all (or any) of the following regional languages of India, in the language's script:
  - a) Urdu
  - b) Bengali
  - c) Gujarati
  - d) Kannada
  - e) Malayalam
  - f) Odiya
  - g) Punjabi
  - h) Tamil
  - i) Telugu
  - j) Assamese
- IV. Translation of tweets and content as provided by the Ministry from English to Hindi, Hindi to English and English to Regional languages.

### **OTHER CONDITIONS:**

- I. **Turn-around time:** The desired delivery-time/turn-around time, from the time the original content is sent to the Agency, for the above services shall be as follows:
  - a) Translation from English to Hindi and vice versa (English to Hindi, on an average 1 page long; Hindi to English, on an average 2 pages long) - within 3 hours.
  - b) Transcription (on an average 2-pages long) - within 3 hours
  - c) Regional language translation (on an average one page long) – within 48 hours
  - d) Translation of tweets (280 characters maximum) - within 60 minutes
- II. Services would be required at odd hours of the day. The original text would be provided by the Ministry through email, WhatsApp, hardcopy, audio/video files, for translation/transcription in digital format in Unicode enabled font, in the time stipulated as above.
- III. Point(s) of Contact (POC) - The Agency shall designate key personnel as POC(s) for coordination of file transfer method(s), turnaround times, translation/transcript delivery, feedback and serve as general contract liaison.

- IV. Format in which the document is provided should be compatible with Ministry's website font, and Twitter/Facebook friendly.
- V. Translation work to be assigned could be of varied nature viz, technical/non-technical, report, speech, etc.
- VI. Agency should have the capability of extracting the material to be translated from one file format into another and return it in the file format as per the Ministry's requirement.
- VII. **Quality Check**

Necessary proof reading of the material translated for its authenticity will be the responsibility of the translating agency. In case of negligence, it will be the responsibility of the translating agency. Agency must ensure:

  - a) Delivered target text is complete – no omissions and additions are permitted
  - b) The target text is faithful, accurate and consistent rendering of the source text
  - c) terminology and lexis used are consistent with the source text
  - d) target text has no syntactical, spelling, punctuation, typographical or other grammatical errors
  - e) any specific instructions given by the authorising department are followed and agreed deadline is scrupulously respected
  - f) Any errors in the deliverables, highlighted must be corrected by the agency free of charge immediately and corrected text must be returned immediately.
  - g) The Ministry will also provide regular feedback on the quality of translation/transcription, based on which improvements shall be made in the quality of the output by the Agency.
- VIII. Individuals who have done freelancing/piecemeal/job work are not eligible to participate in this tender.
- IX. **Confidentiality & Secrecy**
  - a) Secrecy of the matter given should be maintained at all times by the selected agencies.
  - b) Selected agencies 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 agency has to unconditionally undertake and agree to indemnify Ministry for any claim in any manner for ownership of the publication/document/or any part thereof if preferred by any party regarding the content or text.
  - c) The agency so selected will not be authorized to reproduce/reprint/transmit to a third party 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 office.
- X. **Resource persons**
  - a) List of permanent/hired Key Personnel of the agency for each of the above mentioned languages along with their qualification and experience shall be submitted to the Ministry.
  - b) Selected agency will be required to adhere to the resource persons listed and submitted to the Ministry to carry out all of the Ministry's work.
  - c) Any change in the list of the resource persons shall be brought to the Ministry's immediate attention for concurrence.
  - d) Resource persons, who participate in the test during the Technical Evaluation for selection of the Agency, should necessarily and primarily handle Ministry's work.

- e) Resource persons of the Agency should hold diploma, graduate, post graduate degrees in relevant languages, or in translation in the relevant languages from reputed national/state level universities, or should have completed translation course from Central Translation Bureau (MHA) with Grade A, or should have work experience as a Translator with Govt. of India/State Governments, or with reputed organisations/companies in India.

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

3. A two bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on December 11, 2019 at 1500 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. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or those registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].
2. The Agency should hold valid PAN, Sales tax/GST/VAT registrations.
3. A minimum of two years of relevant experience of work with reputed organizations, Govt. Ministries/departments would be preferable.
4. The annual turnover of the agency should be at least 50 Lakh for each of the last three years - The agency is required to submit a certificate from its auditor to this effect. The turnover figures for the preceding three financial years should also be marked clearly on the balance sheet. Turnover figures only for complete (not partial) financial years shall be accepted.
5. The agency should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the agency or its owner or partners anywhere in India.
6. Agency must have filed ITRs for the last three years.

**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 on November 27, 2019 at 1500 hours at PO (XMM)'s office (Room No. 254, A Wing, Shastri Bhawan), New Delhi, to address the submitted queries. Responses to the queries notified through email will be uploaded on MEA website (mea.gov.in) and Central Public Procurement Website.

**(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 BOQ sheet as given in Annexure II.

- **Instructions to the Bidders for Online Bid Submission may be found at Annexure III.**

**(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. Technical evaluation shall also include the following skill tests:

Translation test - English to Hindi

Translation test - Hindi to English

Transcription test - English

Transcription test - Hindi

Regional language translation test

All the tests shall be carried out online. i.e. content shall be provided via email and responses shall be received by return email.

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

Translators and transcriptions employed by Agency, qualifications of the resource persons	Max .10 marks
Number of work orders (piece work or work of duration less than 6 months with reputed organisations , Government ministries/departments) - <b>Translation in Hindi, English and regional languages</b>	Ma. 5 marks [ 1 – 2 = 1 marks 3 – 4 = 2 marks 5 – 6 = 3 marks 7 – 8 = 4 marks > 8 = 5 marks]
Number of work orders (piece work or work of duration less than 6 months) - <b>Transcription</b>	Max. 5 marks [ 1 – 2 = 1 marks 3 – 4 = 2 marks 5 – 6 = 3 marks 7 – 8 = 4 marks > 8 = 5 marks]

Number of long term contracts/empanelment (agreements of duration of more than or at least 6 months) - <b>Translation in Hindi, English and regional languages</b>	Max. 5 marks [ 1 – 2 = 1 marks 3 – 4 = 2 marks 5 – 6 = 3 marks 7 – 8 = 4 marks > 8 = 5 marks]
Number of long term contracts/empanelment (agreements of duration of more than or at least 6 months) - <b>Transcription</b>	Max. 5 marks [ 1 – 2 = 1 marks 3 – 4 = 2 marks 5 – 6 = 3 marks 7 – 8 = 4 marks > 8 = 5 marks]
Average turnover of the Agency over the last three financial years	Max. 5 marks [ = 50 lakhs = 1marks 50 <= 60 lakhs = 2 marks 60 <= 70 lakhs = 3 marks 70 <= 80 lakhs = 4 marks >= 80 lakhs = 5 marks]
Quality of translation sample [it is expected that Agency is well conversant in the terminology used by various agencies of Government of India and well versed in their use]	45 marks [ English/Hindi translation - 15 marks English/Hindi transcription - 15 marks Regional language translation - 15marks ]
Online translation & transcription test: Speed of translation of sample [There is no minimum speed requirement. However, speedy translation capabilities are preferred and shall be evaluated as such. The analysis of speed of translation shall be relative amongst the bidders]	Max. 20 marks [ English/Hindi translation - 8marks English/Hindi transcription - 8 marks Regional language translation - 4marks ]
<b>TOTAL</b>	<b>Max. 100 marks</b>

4. The minimum qualifying score shall be 80.

**(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 will quote their 'Rs. per word rates' (exclusive of applicable taxes) for the following:

- Translation charges-English to Hindi and Hindi to English
- Translation charges-Regional languages\*
- Transcription charges#

The rates shall be quoted in the BOQ sheet provided online with tender documents. **(Annexure II)**

*\* A single rate shall be required for the entire set of regional languages*

*# A single rate for transcription in Hindi/English*

3. No change in financial bids shall be allowed after the last date of submission of tender documents.

4. After evaluation of bids, the L1 (lowest financial bid) bid will be selected.

**(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 bidding 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 bidders and the Ministry until execution of a contractual agreement.
4. The bids shall remain valid for a period of 120 (One hundred & twenty) days starting from the date of 'bid submission start date' as given in the tender document.
5. Any notice by one party to the other, pursuant to the Contract shall be sent by e-mail/ physical letter and conagenced in writing to the address specified for that purpose in the Contract.
6. 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.
7. 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.
8. 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.

9. In all matters related to dispute relating to this tender, the decision of the Ministry will be final and binding upon the agency.

10. 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.

11. Agency must procure and provide all the hardware required to its project team to enable them to meet the target assignment.

12. The Ministry expects the agency to engage professionals in the field of translation/transcription to undertake the project and reserves the right to call for resumes, documents relating to their professional background, expertise and their achievements at any point of time prior & after awarding the contract.

13. Quality of translation and completion of task within the time schedule (as notified with each assignment and as laid down in scope of work) are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.

14. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in the case of any divergent views with respect to this tender etc., decision of the Ministry will be final and binding on all bidders participating in this bid.

15. **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. It must be delivered to the Under Secretary (Digital Diplomacy), Room No. 254, A-Wing, Shastri Bhawan, New Delhi, 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 bidders 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 withdraws/modifies 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, at the time of signing of Agreement.



**N.B.:** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].

16. The requirement of translation/transcription work is of an intermittent nature based on the requirement purely on piece-meal and remuneration basis. Thus, the contract does not entail any claim for allocating work or any liability, other than the remuneration for the work.

17. The Ministry shall have the right to cancel the contract at any point of time.

18. **Bidders are required to upload documents exactly as described in Annexure I.**

19. **Disqualification of bids/Forfeiture of EMD:**

- 1) Failure to furnish all the required information may result in rejection of the bid.
- 2) In case the information submitted by the agency is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred and bids rejected.

The Ministry reserves the right to modify the tender document at any stage; accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause or claim against the Ministry for rejection of his proposal.

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.
- iii) under the cases as mentioned in points (F)(19)(1 & 2).

**(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 the 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 award of contract. 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, the Ministry may take a decision to cancel the contract with 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 any 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:**

The tender document shall be construed and governed by the laws of India, and the parties (bidder & Ministry) hereby submit to the 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 the 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 the 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 conditions 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 any 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 successful 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 a 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 a material breach of any of the 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 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" shall be taken from the contractor as per the format given in the Annexure 21 of Manual for the Procurement of Goods, 2017 (**ANNEXURE IV** of tender document as below).



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**Annexure I**

S. No.	Document	File type
1.	<b>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.</b> Scanned copy of the Demand Draft to be uploaded. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].	.pdf
2.	Copies of registration in case of proprietorships/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 agency is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the agency or its owner or partners anywhere in India.	.pdf
8.	Copies of award of contracts from Central Ministries/ Departments/private organizations of repute: <b>(Piece Work or with a duration of less than 6 months)- <u>Translation in Hindi, English and regional languages</u></b>	.pdf
9.	Copies of award of contracts from Central Ministries/ Departments/private organizations of repute: <b>long term contracts/empanelments (with a duration equal to or more than 6 months)- <u>Translation in Hindi, English and regional languages</u></b>	.pdf
10.	Copies of award of contracts from Central Ministries/ Departments/private organizations of repute: <b>(Piece Work or with a duration of less than 6 months) - <u>Transcription</u></b>	.pdf
11.	Copies of award of contracts from Central Ministries/ Departments/private organizations of repute: <b>long term contracts/empanelments (with a duration equal to or more than 6 months) - <u>Transcription</u></b>	.pdf
12.	Copy of an audited statement of account of the agency and relevant documents in support of Annual Turn-over. (turnover figures must be highlighted)	.pdf
13.	Proof of Annual turnover of at least 50 lakh for each of the last three years.	.pdf
14.	List of permanent/hired key personnel of the agency along with their copies of qualification and work experience.	.pdf

## **Annexure III**

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:  
<https://eprocure.gov.in/eprocure/app>.

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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**ANNEXURE IV**

Annexure 21: No Claim Certificate  
(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity .....

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. .... dated ..... for the supply of .....

We have received the sum of Rs. (Rupees ..... only) in full and final settlement of all the payments due to us for the supply of ..... under the abovementioned contract agreement, between us and Government of India. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against afore said contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,  
Signatures of contractor or  
officer authorised to sign the contract documents  
on behalf of the contractor (company stamp)

Date: .....

Place: .....