

Ref.: 16(5)/2019-MMG
22nd July 2019

C-DAC Noida, a Scientific Society under the Ministry of Electronics and Information Technology, Govt. of India, invites electronic bids in **two bid systems** for “**Translation of English contents as per attached scope of work in Annexure -A**” .

The approximate volume of translation content is listed in Table below.

SL	Item Description	No. of Words (Approximately)
1	English to Hindi Translation	60 Lacs
2	English to Gujarati Translation	120 Lacs
3	English to Bengali Translation	120 Lacs

Duration of Project: 9 months

The details of tender document are as below:

1. Issue of Tender Document : 22nd July, 2019
2. Pre-Bid Meeting : At 11:30 AM on 29th July, 2019
3. Receipt of Bids(Last Date) : By 3:00 PM on 19th August, 2019
4. Technical Bid Opening : At 3:00 PM on 20th August, 2019
5. EMD (Refundable) : Rs. 3,60,000/- (Rupees Three Lakhs Sixty Thousand) in the form of DD favouring C-DAC payable at Noida. In case of non-submission of EMD, the bid will be rejected. If the bidder is exempted from submitting the EMD, in that case the bidder should upload the relevant supporting document (exempting the bidder from submitting the EMD) along with the technical bid, without which the bid will considered invalid and rejected.

The tender document may be downloaded from the websites, www.cdac.in / www.eprocure.gov.in.

HoD-MMG
Phone : 0120-3063334/44

SECTION I: INVITATION FOR BIDS (IFB)**Subject: Request for Proposal (RFP) for Translation of English Contents****PURPOSE & SCOPE OF WORK:**

1. **Scope of Work: Translation of Contents** as per attached scope of work in Annexure –A.
2. **Eligibility Criteria:**

The pre-qualifications of the bidders are as under:

- a. The bidders should have an average annual turnover of **Rs. 25,00,000/- (Rupees Twenty Five Lacs only)** for last three years (FY 2015-16, 2016-17, 2017-18).
- b. The bidders should upload copies of all necessary registrations like GST as supporting documents, certificates and documentary proof for executed work. In the absence of these documents, the bid is liable to be rejected.
- c. Duly signed Tender Acceptance Letter (Annexure-II on Bidder's letter head)
- d. Should have completed at least 3 translation projects with Government agencies out of which one project should be of minimum value Rs. 5 lakhs and necessary documents may be provided.

Before submission of the bid, the bidders must verify the eligibility criteria and ensure fulfillment of all the terms and conditions. In the absence of scanned copies of documents / certificates under eligibility criteria above, the bid is liable to be rejected.

* Startups will be entitled for exemptions as per government norms.

3. **Bid Submission:**

The bid must be uploaded in two parts as Part-I (Technical Bid): Translation of Contents and Part-II (Price Bid): Translation of Contents.

4. **Part – I (Technical Bid)** shall contain:

EMD of Rs. 3,60,000/- (Rupees Three Lakh sixty thousand Only) in the form of DD favoring C-DAC payable at Noida. The scanned copy of DD for EMD should be uploaded with the Technical Bid. In case of non-submission of EMD the tender will be considered invalid and will be rejected. The original DD deposited/posted in sealed cover super-scribing tender number with work detail, date of opening, name & address of bidder must reach before due date & time of bid opening. The name of bidder and tender number should be clearly written on back of DD to avoid mixing/loss of instrument. In case the bidder is exempted from submission of EMD (appropriate registration with NSIC, MSME, Startups etc.) relevant supporting documents must be uploaded.

Checklist of Documents to be Submitted/ Uploaded.

Particulars		Page No	Reference
A	(Hard Copies to be submitted in a envelope before due date & time of opening of qualification bid)		
(i)	Demand Draft for EMD or supporting document (exempting the bidder from submitting the EMD)		
B	Scanned copy of the Pre-qualification Documents (to be uploaded with e-tender)		
(i)	All documents sought under Eligibility Criteria		
(ii)	Duly signed Tender Acceptance Letter (Annexure-II on Bidder's letter head)		
(iii)	NON DISCLOSURE AGREEMENT as per Annexure C .		
iv)	Address of Branch/Main office in Delhi/NCR		
v)	The Bidder should have rendered satisfactory Professional Translation Services in India during the last three Financial Years (i.e. F.Y. 2015-16, 2016-17, 2017-18), to Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute under Govt. of India. Attach self- attested Certificate of Experience and providing satisfactory Professional Translation Services from concerned Establishments / Companies.		

Important Note:

- a) **If the bid is incomplete and / or non-responsive, it can be rejected during technical evaluation. The bidder may not be approached for clarifications during the technical evaluation. So bidders are requested to ensure that they provide all necessary details in the submitted bids.**
- b) **If any price details are found in the Technical Bid, the offer will be summarily rejected.**

Part –II (Price Bid)

- i. ***The price bid (BOQ) in excel sheet format shall be uploaded online only. PRICE BID SHOULD NOT BE SUBMITTED IN A SEALED ENVELOPE.***
- ii. The PRICE PART shall contain only schedule of rates duly filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. CDAC shall not take any cognizance of any such conditions and may at its discretion reject such price bid.
- iii. Prices should be given in INR in figures only.
- iv. The bidder/vendor 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. Bidders shall quote a single rate for translation to any regional language as listed in scope of work.
- v. The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
- vi. Vendors, 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
- vii. No Subcontracting: The bidder/vendor 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. Routing of work through third parties or freelancers is not allowed.
- viii. Joint bid will not be allowed. (i.e. by a Partnership / Joint Venture Firm(s) shall not be accepted by CDAC.)
- ix. Bidders are advised to fill the BOQ file as per following instructions:
 - a) The bidder has to download the BOQ file along with tender documents and subsequent corrigendum, if any.
 - b) Bidder to note that there are **GREY cells in BOQ file, which should not be modified by the bidder. Bidders are advised to fill the GREY cells** meant for the rates which are to be entered by the bidders.
 - c) Bidders are advised strictly not to alter or change the BOQ format /contents. Bidders are also advised not to paste any image file with BOQ.
 - d) The bidder shall submit the tender online on e-tendering site eprocure.gov.in on or before the due date & time of bid submission. Tender submitted by any other form (fax/email/courier/post/hard copy) will not be accepted.
 - e) Price offered by the bidder shall not appear anywhere in any manner in the technical bid.

Opening of Technical & Price Bid

Only the technical bids will be opened on **20th August, 2019**. Price bids of short-listed / technically qualified bids would be opened on a later date & time under intimation to all successful bidders.

No bidder is required to be present in C-DAC office for any e-tender opening process. Bidders can view the status & tender opening statement by logging on to the e-procure site.

The bids complete in all respects should be uploaded at the given site above by the due date and time.

END OF SECTION I

SECTION II: INSTRUCTION TO BIDDER (ITB)

1. **Pre Bid Meeting:** shall organize a pre-bid meeting at 11:30 AM on 29th July, 2019 in the Conference Hall, Anusandhan Bhawan, C-DAC, Noida to address the queries of the bidder. Based on the feedback /suggestion from the bidders, modified RFP (including list of sections where corrections have been made) will be hosted on the website (www.cdac.in/www.eprocure.gov.in). C-DAC may also make changes in the RFP on its own, therefore bidders are requested to visit the said website on regular basis for checking necessary updates. The decision of C-DAC regarding acceptability of suggestion (or otherwise) shall be final and shall not be called upon to question under any circumstances.
2. **Offer Validity:** Offers should be valid for minimum One hundred Twenty (120) days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. C-DAC, Noida may ask the bidders to extend the period of validity, if required.
3. The rates are to be quoted in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
4. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends, impairs or derogates from the tender in any respect within the validity period of the tender.
5. The Earnest Money of all unsuccessful bidders shall be returned as early as possible within the Bid Validity period but not before 30 days from the date of Purchase Order. No interest will be payable by C-DAC on the Earnest Money Deposit. The Earnest Money of successful bidder shall be converted into security deposit and returned after successful completion of entire work.
6. The rates should be quoted in **Indian Rupees**, for the entire work to be done at site. All the quoted prices shall be fixed and shall not be subject to escalation of any description during the bid validity period.
7. **Work may be distributed to multiple vendors. However, other qualified vendors will have to match and provide services at the rate quoted by L1 rate. The decision for number of vendors selected for awarding work would be at the discretion of CDAC Noida only.**
8. **All selected vendors should be capable of translation of English-Hindi, English-Bengali and English-Gujrati pairs.**
9. Govt. Levies like GST shall be paid at actual rates applicable on the date of submission of Bid. Rates should be quoted accordingly giving the basic price, GST.
10. C-DAC, Noida reserves the right to accept / reject or split the offers or cancel the whole tender proceedings without assigning any reason whatsoever. Offers through Email / Fax, etc and open offers shall not be accepted. Late / Delayed offers shall not be accepted under any circumstances. Incomplete offers will be rejected. In case the specified date for the submission of offers being a holiday or declared holiday for C-DAC, the bid-closing deadline shall stand extended to the next working day up to the same time.
11. CDAC shall not be responsible for delayed submission or non- submission of bid due to any reason whatsoever. The bidders are requested to submit the bid online much before date & time of submission, failing which CDAC shall not be responsible for any such technical problem.
12. E-tender bidders are requested to note that all communication will be made through procurement portal only. CDAC reserves the right not to take cognizance of the communication made outside procurement portal.
13. Any attempt of direct or indirect negotiations on the part of the bidder with the authority to whom he has submitted the tender or authority who is competent to finally accept / reject the same after he has submitted his tender or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be rejected.
14. **Unsatisfactory Performance:** The Parties herein agree that C-DAC, Noida shall have the sole and discretionary right to assess the performance(s) of the Bidder component(s), either primary and or final, and C -DAC, Noida, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of C-DAC, Noida. The Bidder covenants to be bound by the decision of C-DAC, Noida without any demur in such an eventuality.
15. 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 vendor without any further notice.
16. In case of non satisfaction in deliverables, CDAC has rights to give one month notice period and after that the process will be initiated for termination of vendor and the same task will be assigned to other selected vendors.
17. The vendor should give an undertaking that it has not been black listed by any Government/ Autonomous/ Examining Bodies.
18. The Quotations received from any firm/establishment whose services were not found satisfactory by CDAC earlier shall not be entertained.
19. The Quotations from Bidders whose Bid(s) were earlier rejected by CDAC on account of fake supporting documents etc. shall not be entertained.
20. **Disclaimer:** This Tender / Request for Proposal (RFP) is not an offer by C-DAC, Noida, but an invitation for bidder's response. **No contractual obligation whatsoever shall arise from the RFP process.**
21. **Declaration:**
The bidder would be required to give a certificate as below in his commercial bid.
"I/WE UNDERSTAND THAT THE QUANTITY PROVIDED ABOVE IS SUBJECT TO CHANGE. I/WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED, I/ WE WOULD BE SUPPLYING THE SAME AT THE RATES AS SPECIFIED IN THIS PRICE BID. I /WE AGREE TO ADHERE TO THE PRICES GIVEN ABOVE EVEN IF THE QUANTITIES UNDERGO A CHANGE".

END OF SECTION II

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

- a. **Price Basis:** Price should be F.O.R C-DAC, NOIDA in INR only. Price quoted should be in the prescribed format as per BOQ. The quoted price will be considered firm and no price escalation will be permitted during the bid validity period.
- b. **Billing:** Billing is to be done in the name of **Centre for Development of Advanced Computing (C-DAC)**, C-56/1, Institutional Area, Sector-62, Noida, UP - 201309. The payment would be on the basis of the actual bill of work done, duly certified by our authorized representative at C-DAC, Noida.
- c. **Contract Period:** Nine Months from the date of Purchase Order.
- d. **Payment:** Monthly basis (80% payment shall be made against submission of bill for satisfactory work completed on every quarter. Balance 20% to be paid along with final bill after satisfactory completion of entire job.
- e. **Penalty:** Penalty will be charged @ 0.5% of the contract value per week subject to maximum of 10% of total order value, in case of delay / non-completion of work within the stipulated time period.
- f. **Bidder must have their Office/Branch office in Delhi/NCR.**
- g. **Following are the deliverables -**
 - (i) Translation of contents from English to Hindi, Gujarati, Bengali
 - (ii) Correction of translated contents
- h. The bids shall be valid for a period of 120 days from the date of opening and rates quoted will remain valid for a period of nine months from the date of award of contract. Rates quoted should be inclusive of all (hardware/software/manpower/taxes)
- i. Vendor will maintain confidentiality of the data. In case it is found that the information is leaked then we may take legal action against the vendor.
- j. Quotations duly signed and stamped by the bidder shall be submitted in accordance with the terms and condition of this document & “Non Disclosure Agreement” as per Annexure –C, which forms part of this notice inviting Tender.
- k. Time is the essence of the contract and bidder shall adhere to the time schedule and deadline as prescribed by C-DAC for execution of work.
- l. **Termination:** In case of breach of any of the conditions stipulated herein the CDAC shall be at liberty to terminate this contract without prejudice to the right for the Company to claim damage on account of breaches thereof in the manner as stated above by giving 7 days notice to the vendor.
- m. CDAC also reserves the right to terminate the contract any time and without assigning any reasons thereof by **giving one month’s notice to the Vendor and he shall not be entitled to get any compensation by reasons of such earlier termination.**

END OF SECTION III

Annexure-A

SCOPE OF WORK & EVALUATION CRITERIA

1. Translation Activity:

- The work would include translation and typing of material from English to Hindi, English to Gujarati and English to Bengali of text in electronic format (Unicode font).
- Work may be distributed to multiple vendors. However, other qualified vendors will have to match and provide services at the rate quoted by L1 rate. The decision for number of vendors selected for awarding work would be at the discretion of CDAC Noida only.
- Assignment will be given in batch of 10 Lakh words.
- Assignment(10 Lakh words) will be given to selected vendors in sequence. For example, L1 will be assigned first followed by L2, L3 and so on subjected to rate of L2, L3 should match to rate of L1. Further assignments allocation will be based on completion time of previous assignment and quality of translation done.
- All selected vendors should be capable of translation of English-Hindi, English-Bengali and English-Gujrati pairs.
- Translation work may be assigned to selected vendors for any language pair (English-Hindi, English-Bengali and English-Gujrati). Decision of assigning translation work will be at discretion of CDAC Noida.
- The provided content will be in education domain.

• **Format of Document:**

For the translation input file will be in

1. Text file (.doc,.docx,.txt)
2. SRT file (.srt)

The expected output file will be

1. Text file (.doc,.docx,.txt)
2. SRT file (.srt)

- Therefore, the vendor should have the capabilities of extracting the material to be translated from one file format and to be provided into the same or different file formats (as mentioned above) as per our requirement.
- The necessary proof-reading & vetting of the provided material so translated for its authenticity would be the responsibility of the translating vendor. The translation includes proof reading and vetting also.
- The task will be assigned to the selected vendor in parts. The vendor will be provided next lot of translation after successful completion of previously assigned task.
- Vendor must be able to complete the assignments given in the time period stipulated by CDAC for getting new lot for translation.
- There will be two rounds of verification process after submission of translated contents by vendor to CDAC. First will be quick and random verification of the completed task. Then next lot will be provided after this quick verification. The second detailed verification will be performed at later stage.
- Vendor has to carry out the corrections for the issues reported in translated content. No charges will be provided for the corrections of same.
- Number of words in input/source file will be considered while calculating total number of words for payment.
- Symbols and punctuation marks will not be counted in number of words for payment.
- CDAC proposes to engage a suitable vendor / vendors that can provide all the required services for the activities as indicated in the scope of work for a period of Nine months from the date of entering into the agreement. However, it may further be extended as per requirement of Project, based on satisfactory performance, as decided by CDAC, on the same terms and conditions of the contract. Nothing extra shall be payable for such an extension of the contract.
- CDAC will provide set of translation guidelines to the selected vendor, which have to be adhered strictly & which will be shared during the execution of project.

2. Qualifying Criteria:

The technical evaluation of the bidders shall be made on the basis of following criteria:

Sl. No.	Criteria	Check point
1	Should have completed at least 3 translation projects with Government agencies out of which one project should be of minimum value Rs. 5 lakhs	Copy of Work orders & contact details of previous clients for verification
2	Should have translation capacity of translating Twenty Five Thousand words per day	Commitment letter for translation capacity

Annexure -B**Prequalification Criteria**

Sl. No.	Particulars	(Please Tick (√) mark)	Proof of Document vide page no.
1	Name of the Bidding Vendor		
2	Detailed office address of the Vendor with office telephone number, e-mail ID, Mobile number and the name of the contact person		
3	PAN Number (Copy to be enclosed)		
4	Details of GSTIN (Copy to be enclosed)		
5	Copy audited Annual Accounts for the past three years(2015-2016, 2016-2017, 2017-2018) (Copy to be enclosed)		
6	Duly signed Tender Acceptance Letter (Annexure-II on Bidder's letter head)		
7	Scanned copy of Demand Draft for EMD of Rs.3,60,000/-		
8	Documentary proof for exemption from payment of EMD such as appropriate registration with NSIC, MSME, startups etc. (if applicable)		

Annexure – C**NON - DISCLOSURE AGREEMENT**

This Agreement made on ____ Day of _____ (the 'Effective Date')

BETWEEN: (1) Centre for Development of Advance Computing, Noida Office at C-56/1. Sector 62 Noida.Pin-201309

AND

Background:

- i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning the Project.
- ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.
- iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.
Now it is agreed as follows:

1.0 Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

- 1.1 'Disclosing Party' means the Party disclosing Confidential Information to the other Party under this Agreement.
- 1.2 'Receiving Party' means the Party receiving Confidential Information from the other Party under this Agreement.
- 1.3 'Confidential Information' means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product, specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

2.0 Non-Disclosure of Confidential Information:

- 2.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party.
- 2.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:
- 2.3 any loss, theft or other inadvertent disclosure of Confidential Information, and
- 2.4 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care.

3.0 General information:

In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction / or any such action permissible under extant laws, in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

SIGNATURES & WITNESSING BY PARTIES

In witness whereof the parties hereto have hereunder set their respective hands the day and the year first above written.

(_____)

(_____)

**Signature for and on Behalf
of
C-DAC, Noida**

Name & Designation:

Date: _____, 2019

(Office Seal)

**Signature for and on
Behalf of**

Name & Designation:

Date: _____, 2019

(Office Seal)

ANNEXURE-II

TENDER ACCEPTANCE LETTER
(To be given in Company Letter Head)

To

**Centre for Development of Advanced Computing
Anusandhan Bhawan, C-56/1,
Institutional Area, Sector-62,
Noida-201309 (U.P.)**

Subject: Acceptance of Terms & Conditions

Tender Reference No:-16(5)/2019-MMG

Name of the Tender: - Translation of English Contents

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.cdac.in / www.eprocure.gov.in etc; as per your NIT / advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from **Page No.1 to 11** (including all documents like annexure(s), schedules (s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I /We do hereby declare that our firm has not been blacklisted / debarred by any Govt. Department / Public sector undertaking.
6. I /We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department/ organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory.
(Signature of the Bidder, with official Seal)

Email Id for correspondence.