

**Digital India Corporation
National e-Governance Division
Ministry of Electronics & Information Technology
4th Floor, Electronics Niketan,
CGO Complex, Lodhi Road New Delhi – 110003.**

TENDER NO.

**Request for Proposal (RFP) for Empanelment of
Language Translation Agencies.**

Tender Notice

National e Governance Division, Ministry of Electronics & information Technology wishes to empanel agencies procurement of translation & transcription services for the Ministry, therefore invites bids from reputed agencies for the same.

1. Fact sheet

S. No.	Key Information	Details
1	Assignment Title	Selection of Agencies for Empanelment of Translation Services
2	Purchaser	DIC, MeitY
3	Location	New Delhi
Bid Submission and Evaluation		
4	Bid Submissions	E-Procurement submission at https://www.eprocure.gov.in
5	Technical Bid	E-form for Technical bid through the portal https://www.eprocure.gov.in
6	Financial Bid	E-form for Financial bid through the portal https://www.eprocure.gov.in
Bid Conditions		
7	Method of Selection / Bid Parameter	<p>The evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) method on the final weighted score.</p> <ul style="list-style-type: none"> • Only the Agencies matching the prequalification criteria will be selected for further evaluation • Technical evaluation will be done under “Technical Proposal Evaluation Criteria”. Each Proposal will be given a technical score (St). Only proposals with >80 marks will

		<p>be qualified. Technical weight age (Tw) will be 70%</p> <ul style="list-style-type: none"> The proposal with the lowest cost (Fm) shall be given financial score (Fs) of 100 points. The financial scores of other proposals shall be computed as follows: $Fs = 100 \times Fm/F$ Where Fm= lowest quote from the agency F = Quote of other vendors Financial Weightage (Fw) = 30% <p>The Fs will be calculated on 30% of the financial weightage</p> <ul style="list-style-type: none"> Combined Quality and Cost Evaluation- The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows: $S = St \times Tw + Fs \times Fw$
8	Term	The Term of empanelled agencies will be for 3 years initially will be extended based on the performance
9	Increment	5% on each year based on good performance. Year will be counted from the day of starting the work
10	Bid Availability	RFP can be Downloaded from the eProcurement portal https://eprocure.gov.in/eprocure/app
11	Date of publication of Tender document	DD/MM/YYYY at e-procurement site
12	Last date of submission of queries	DD/MM/YYYY at HH:MM AM
13	Pre-bid Meeting	DD/MM/YYYY at HH:MM AM . Participants may share their details over mail to apurv.rastogi@digitalindia.gov.in , with Subject Pre-Bid Meeting for Translation Services . Details of Venue/Video Conference Link shall be provided.

14	Final submission	DD/MM/YYYY at HH:MM AM.
15	Opening of Pre-qualification / Eligibility Bids	DD/MM/YYYY at HH:MM PM.
16	Opening of Technical Bids	To be informed later
17	Technical Presentation	To be informed later
18	Opening of Financial Bids	To be informed later
19	Issue of Work Order	Within One (1) week of opening of Financial bid
20	Address for Communication	DIC Office, 4thFloor, DIC, Electronics Niketan, CGO Complex, Lodhi Road, New Delhi 110003 Phone: 011 – 24301812 e-mail – vinay@gov.in

1. Fact sheet.....	2
2. Scope of Work.....	6
3. Turn Around Time.....	8
4. Other Conditions.....	8
5. Quality Check.....	9
6. Confidentiality & Secrecy.....	10
7. Resource Persons.....	11
8. Service Level Agreement.....	11

9. Eligibility Criteria.....	14
9.1 Minimum Eligibility Criteria.....	14
9.2 Technical Eligibility Criteria.....	17
9.3 Financial Eligibility Criteria.....	18
9.4 Overall Evaluation.....	22
10. ALLOCATION OF WORK.....	22
11. PERFORMANCE BANK GUARANTEE.....	22
12. PERIOD OF CONTRACT.....	23
13. TERMINATION OF CONTRACT.....	23
14. Force Majeure.....	25
ANNEXURE 1 – COVERING LETTER FOR BID.....	26
ANNEXURE 2 – Bid Submission Procedure.....	28
ANNEXURE 3 – FORMAT FOR PERFORMANCE BANK GUARANTEE.....	30
ANNEXURE 4 – FORMAT FOR SUBMISSION OF PRE QUALIFICATION BIDS.....	32
ANNEXURE 5 – FORMAT FOR SUBMISSION OF TECHNICAL BIDS.....	34
ANNEXURE 6 – FORMAT FOR SUBMISSION OF FINANCIAL BIDS.....	36

2. Scope of Work

The agency shall be able to provide translation services to website/portal content, social media, app content and public communications in 22 Regional Indian Languages and 6 UN languages. The translation must be correct, validated and uploaded in defined time.

Well translated, validated and make sense meaningful and may be incorporated with the latest open source proven translation technology, using up-to-date and well-established translation tools and software. The translation approach should conform to the applicable standards in line with Government of India Guidelines for Indian Government Websites (GIGW) prepared by MeitY.

It should ensure the following

- A. The agency may use any method (tool/software/manual) for translation of the contents. However the accuracy of the contents should be 100%.
- B. The static as well as the dynamic content must be translated and the content will be provided to the selected agency in the word format/searchable PDF in **English or Hindi**.
- C. Agency shall set up mechanism to take content immediately, translate, Validate and may asked to upload on the desired portal, website or social media platform
- D. Any issues or mistakes found out at a later stage shall be sent back to the selected agency for correction; the same must be corrected and updated by the selected agency at no extra cost. Penalty as per SLA shall be applicable
- E. The agency shall be responsible of maintaining accuracy of the content including the context while translating to other languages
- F. The content in the info-graphics has to be translated and transliterated and published. Agency shall have to create info-graphics in various languages and upload.
- G. The agency can have “tool-based translation” assistance along with the manual translation effort to increase the throughput. In case a tool is being used, the used COTS tool/software should be from a credible OEM, based on applicable interoperable standards. In such a case, the agency should have a backend agreement with the OEM of the “tool” and documentary evidence of the same needs to be provided for the same. In the absence of the same the bid shall be rendered invalid
- H. The agency should ensure that the rich library of words and sentences created during the translation process is to be shared with DIC. The agency should populate the DIC database as and when there is addition/enrichment of word/sentence library
- I. The selected agency may also ask to build a functionality that will allow citizens to submit feedback or corrections in case they find any errors in the translation. All such reports will have to be examined

and a report given with regard to inadvertent errors if any. Corrections will have to be made immediately for all such cases

J. The list of languages shall include the following :

Indian Regional Languages:

Regional languages spoken by approx. 90 % of people in India (top 12 Indian Regional Languages)		
1. Hindi	2. Bengali	3. Marathi
4. Telegu	5. Tamil	6. Gujarati
7. Urdu	8. Kannada	9. Odia
10. Malayalam	11. Punjabi	12. Assamese
Regional languages spoken by approx. 10 % of people in India (Languages having lower spread)		
1. Bodo	2. Kashmiri	3. Konkani
4. Manipuri	5. Nepali	6. Maithili
7. Sanskrit	8. Sindhu	9. Dogri
10. Santhali		
UN Languages: (Indian First (Important ones) UN Last		
1. Arabic	2. Chinese	3. English
4. French	5. Russian	6. Spanish

The agency shall deliver the translated content as per the timelines defined in Section 3 (SLA's for delivering translation services) of this RFP

3. Turn Around Time

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:

- Translation of contents on an average 1000 words from Hindi/English to to all regional languages : 4 Hrs (Maximum time)
- Translation of contents on an average 1000 words from Hindi/English to all UN languages (as per section 2) : 4 Hrs (Maximum time)

**for every subsequent additional 500 words the time will be 1 hour.*

4. Other Conditions

- I. Services could be required 24X7 based on requirements. The original text would be provided by the Ministry through email, hardcopy, or through any electronic medium for translation/transliteration in digital format in Unicode enabled font, in the time stipulated as above.
- II. 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.
- III. Format in which the document is provided should be compatible with Ministry's website font, and Twitter/Facebook friendly.
- IV. Translation work to be assigned could be of varied nature viz, technical/non-technical, report, speech, Website/portal Content, Social media posts, images etc.
- V. 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.
- VI. For the languages having more than 1 script the agency will use the script which is most used and prevalent in the region.
- VII. Editable & Non Editable versions of translated content may asked from the agency.
- VIII. Translation work is independent of any specific format (.pdf, .docx, .xls, .json, .html, .jpeg etc.). However the output's format should be same as input as provided by DIC.
- IX. For any content/process & translation related confusion or doubt the agency should reach out to DIC, MeitY to seek clarity.
- X. The empanelment can be used for translation work by the other entities as well under Digital India Corporation.

5. 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:

- I. Delivered target text is complete – no omissions and additions are permitted
- II. The target text is faithful, accurate and consistent rendering of the source text
- III. Terminology and lexis used are consistent with the source text
- IV. Target text has no syntactical, spelling, punctuation, typographical or other grammatical errors
- V. Any specific instructions given by the authorizing department are followed and agreed deadline is scrupulously respected
- VI. Any errors in the deliverables, highlighted must be corrected by the agency free of charge immediately and corrected text must be returned immediately.
- VII. 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. Any error/ mistake found or reported will lead to the imposition of the penalty as mentioned in SLA (Section 8)
- IX. Agency will not be pay extra for any revision, rework and for correcting the error

Individuals who have done freelancing/piecemeal/job work are not eligible to participate in this Tender.

6. Confidentiality & Secrecy

- I. Secrecy of the matter given should be maintained at all times by the selected agencies.

- II. 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 DIC, MeitY 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
- III. 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 DIC, MeitY.

7. Resource Persons

- I. 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.
- II. 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.
- III. Any change in the list of the resource persons shall be brought to the Ministry's immediate attention for concurrence.
- IV. 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 organizations/companies in India.

8. Service Level Agreement

1. The purpose is to define the levels of service provided by the Agency to the Purchaser for the duration of the contract.
2. This section is agreed to by DIC, MeitY and Agency as the key performance indicator for this project. This may be reviewed and

revised with the approval of the oversight committee during the implementation of the project.

3. The Service Level parameters defined shall be monitored on a periodic basis, as per the individual parameter requirements. In case of severe performance degradation of the services during the contract period, the Agency will be expected to take immediate corrective action. In case issues are not rectified to the complete satisfaction of DIC, MeitY within a reasonable period of time then the Purchaser will have the right to take appropriate penalizing actions, including termination of the contract.

Sr. No.	Measurement	Target	Penalty
1.	Translation of Contents (1000 words) as provided by DIC, MeitY into all/some/one of 22 Regional Languages as given in Section 2	Within 4 Hrs from the time of receiving the content	Delay of 30 min beyond specified target = Deduction of 5% of the associated deliverable payment + 10% of the associated deliverable payment for every additional hour of delay (Proportional to the words & number of languages remaining)
2	Translation of Contents (1000 words) as provided by DIC, MeitY into all/some/one of the Official UN Languages as given in Section 2	Within 4 Hrs from the time of receiving the content	Delay of 30 min beyond specified target = Deduction of 5% of the associated deliverable payment + 10% of the associated deliverable payment for every additional hour of delay (Proportional to the words & number of languages remaining)
3	Handover of user manual (In Case some tool/software is implemented by the agency)	Within 3 days of Go-Live	Delay of One (1)week beyond specified target = Deduction of 5% of the associated deliverable payment

Sr. No.	Measurement	Target	Penalty
			+ 10% of the associated deliverable payment for every additional day of delay
4	Tone The following type of errors shall be counted in this category: <ul style="list-style-type: none"> • Inconsistent tone within sentences/ paragraphs/articles • Incorrect translation which can make the content mis-directing / offensive, disputed, etc. • Inappropriate translation based on cultural differences 	Not more than one 1 instance of deviations in a deliverable of (5000 words)	More than one (1) instances of deviations in a deliverable: <ul style="list-style-type: none"> • 2 – 4 instances in a deliverable, 20 % Deduction of associated deliverable payment • 4 – 6 instances in a deliverable: Deduction of 40% of the associated deliverable payment • 7 – 8 instances in a deliverable: Deduction of 60% of the associated deliverable payment • >8 No payment ,vendor may be asked to replace the translator
5	Grammar The following type of errors shall be counted in this category: <ul style="list-style-type: none"> • Grammatical errors • Punctuation errors Sentence structural errors	Not more than two 2 instance of deviations in a deliverable of (5000 words)	More than two (2) instances of deviations in a deliverable: <ul style="list-style-type: none"> • 3 – 5 instances in a deliverable, Deduction of 20% of associated deliverable payment • 5 – 7 instances in a deliverable: Deduction of 40% of the associated

Sr. No.	Measurement	Target	Penalty
			<p>deliverable payment</p> <ul style="list-style-type: none"> • 8 – 9 instances in a deliverable: Deduction of 60% of the associated deliverable payment • >9 No payment ,vendor may be asked to replace the translator
6	<p>Accuracy</p> <p>The following type of errors shall be counted in this category:</p> <ul style="list-style-type: none"> • Inappropriate choice of words/ synonyms <p>Incorrect translation</p>	<p>Not more than one (1) instances of deviations in a complete deliverable assignment</p>	<p>Not More than one (1) instances of deviations in a deliverable:</p> <ul style="list-style-type: none"> • 2 – 3 instances in a deliverable, Deduction of 30% of associated deliverable payment • 4 – 5 instances in a deliverable: Deduction of 60 % of the associated deliverable payment • >5 No payment ,vendor may be asked to replace the Translator.

4. DIC may setup committee to review and evaluate the quality of deliverable submitted by the agency (if required).

9. Eligibility Criteria

9.1 Minimum Eligibility Criteria

S. N o	Basic Requirements	Specific Requirements	Documents Required
1.	Legal Entity	<p>1. Should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008.</p> <p>2. Registered with the Income Tax Authorities</p> <p>3. Registered with GST Network Should have been operating for the last three years.</p>	<p>1. Certificate of certificate of incorporation*</p> <p>2. Copy of PAN Card*</p> <p>3. Copy of GST registration certificate*</p> <p>Letter from Company Secretary on Agency's letter head for last three years operation</p>
2	Turnover	<p>The Agency or the applicant consortium should have a minimum turnover of INR 2 Cr. during the last three Financial Years (FY 2016-17, 2017-18, 2018-19).</p> <p>For the purpose of this criterion, turnover of only the bidding entity will be considered, in the case of a Consortium, the overall turnover of the bidding members of the consortium will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the last three financial years.</p> <p>OR</p> <p>Certificate from the statutory auditor</p>
3	Net Worth	<p>The Agency should have positive net worth during the last three Financial Years (FY 2016-17, 2017-18, 2018-19). In the case of Consortium, the applicant consortium should overall of the bidding members have a positive net worth during the last three Financial Years (FY 2016-17, 2017-18, 2018-19).</p>	<p>Audited financial statements for the last three financial years.</p> <p>OR</p> <p>Certificate from the statutory auditor</p>
4	Blacklisting	<p>The Agency should not be blacklisted by any Central / State Government / PSU as of date of submission of this bid</p>	<p>Self-certified letter by the authorized signatory</p>
5	Technical	<p>In the last 3 years, (FY 2018-19,</p>	<p>Completion</p>

S. No	Basic Requirements	Specific Requirements	Documents Required
	Capability-Translation Services for Indian Languages	2019-20, 2020-21) the Agency must have completed at least 2 projects translating content in at least top 12 Indian Languages as mentioned in Section 2 OR The Agency must have at least 10 resources on its rolls who have translated content in at least top 12 Indian Languages as mentioned in Section 2, in the last 3 years (FY 2018-19, 2019-20, 2020-21). The resources must have worked on translating the content in mutually exclusive languages.	certificates from the client OR Work order + Self certificate of completion (Certified by the authorized signatory)
6	Technical Capability-Translation Services for UN Languages	In the last 3 years, (FY 2018-19, 2019-20, 2020-21) the Agency must have completed at least 2 projects translating content in all UN Languages as mentioned in Section 2 OR The Agency must have at least 5 resources on its rolls who have translated content in UN Languages as given in Section 2 in the last 3 years, (FY 2018-19, 2019-20, 2020-21). The resources must have worked on translating the content in mutually exclusive languages	Completion certificates from the client OR Work order + Self certificate of completion (Certified by the authorized signatory)
7	Manpower	The Agency must have at least one distinguished translation expert for every language (as mentioned in section 2	Name & Designation & expertise of the employees on company's letter head.

9.2 Technical Eligibility Criteria

1. Only the agencies who fulfill the Minimum Eligibility Criteria shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation

a) Prior Work Experience of Agency in Translation in mentioned Languages

Sr No	Particulars	Regional Languages (top 12)	Regional Languages (Last 10)	UN Languages	Max 20 Marks
1.	Experience in no. of Years	3 Years	2 Years	3 Years	10
		4 Years	3 Years	4 Years	15
		>4 years	>3 years	>4 years	20

b) No of Projects taken by the agency for Language Translation in last 5 years

Sr No	Particulars	Regional Languages (top 12)	Regional Languages (Last 10)	UN Languages	Max 20 Marks
1.	No of Projects Undertaken of value > 25 lakhs	15	10	10	10
		15-25	10-20	10-20	15
		25-30	20-30	20-30	20

c) Human Resources of the Agency

Sr. No	Particulars	No of Human Resources as Translation experts	Max Marks 20
1	Translators and transcriptions employed by Agency, qualifications of the resource persons	10 – 15	10
		15 – 20	15
		20 – 25	20

d) Presentation & Resource allocation

Sr. No	Particulars	Max. Marks. 30
1	Methodology used for translation, Resources allocation & Presentation	20

e) Average Turn Over

Sr. No	Particulars	Max. 10 Marks.
1	Average turnover of the Agency over the last 3 financial years	Max. 10 marks <ul style="list-style-type: none"> • = 2 Cr. = 5 marks • 2 – 3 Cr = 7 Marks • >3 Cr = 10 Marks

The minimum qualifying score for the empanelment score shall be 80

9.3 Financial Eligibility Criteria

The criteria for calculating the final quote will be based on the following Conditions.

The agency has to quote accordingly by offering quantity discount as shown in the table below:

Sr. No	No. of Words	1000 - 5000	5000 - 7000	7000 - 10000	> 10000
1	Discount	NA	x%	y%	z%
2	Cost (r)	r	r1	r2	r3

The L (final quote) of the agency will be calculated as the average of all four costs as per slab

i.e
$$L = (r+r1+r2+r3)/4$$

Where L = final calculated quote of the agency

r = Base Price for 1000 – 5000 words

x = quantity discount (in %) offered by the agency for 5000 – 7000 words

y = quantity discount (in %) offered by the agency for 7000 – 10000 words

z = quantity discount (in %) offered by the agency for > 10000 words

r1 = Discounted price for 5000 – 7000 words

r2 = Discounted price for 7000 – 10000 words

r3 = Discounted price for > 10000 words.

After finalizing all the cost form the participating agencies in the similar manner the lowest financial will be selected as L1.

The rates shall be required for the set of regional languages are grouped accordingly as per their distribution which is 90% and 10% and 6 UN languages.

<ul style="list-style-type: none"> Translation charges -Regional languages spoken by approx. 90 % of people in India Quotations for top 12 Indian Regional Languages					
		Cost in (INR)			
	No. of Words	1000-5000	5000 - 7000	7000-10000	> 10000
	Discount %	NA			
Sr.No	Languages				
1	Hindi				
2	Bengali				
3	Marathi				
4	Telegu				
5	Tamil				
6	Gujarati				
7	Urdu				
8	Kannada				
9	Odia				
10	Malayalam				
11	Punjabi				
12	Assamese				

- Translation charges -Regional languages spoken by approx. 10 % of people in India

Quotations for the Languages having lower spread					
		Cost in (INR)			
	No. of Words	1000-5000	5000 - 7000	7000-10000	> 10000
	Discount %	NA			
Sr.No	Languages				
1	Bodo				
2	Kashmiri				
3	Konkani				
4	Manipuri				
5	Nepali				
6	Maithili				

7	Sanskrit				
8	Sindhi				
9	Dogri				
10	Santhali				

Translation charges- UN languages* (as per section 2)

Quotations UN Languages					
		Cost in (INR)			
	No. of Words	1000-5000	5000 - 7000	7000-10000	> 10000
	Discount %	NA			
Sr.No	Languages				
1	English				
2	Arabic				
3	French				
4	Chinese				
5	Russian				
6	Spanish				

For large volumes (>7000 words) of content, repeated word leverage to be offered (when the words, punctuation, and format within a segment are identical to another segment)

No change in financial bids shall be allowed after the last date of submission of Tender documents

The Agency with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Agencies which did not get disqualified on the basis of point above). Financial Scores for other than L1 Agencies will be evaluated using the following formula:

Financial Score of a Agency (Fn) = {(Financial Bid of L1/ Financial Bid of the Agency) X 100} (Rounded off to two decimal places)

9.4 Overall Evaluation

The technical and financial scores secured by each Agency will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.

The Agency securing the highest Composite Bid Score (i.e. Rank 1) will be adjudicated as the most responsive Agency for award of the Project/Assignment. The overall score will be calculated as follows:

$$B_n = 0.70 \cdot T_n + 0.30 \cdot F_n$$

Where,

B_n = Overall score of Agency

T_n = Technical score of the Agency (out of maximum of 100 marks)

F_n = Financial score of the Agency

In the event the bid composite bid scores are 'tied', the Agency securing the highest technical score will be adjudicated as the **Best Value Agency** for award of the Project

10. ALLOCATION OF WORK

- I. All the agencies have to meet the cost L1
- II. Only the shortlisted agencies will be initiated for the work allocation process after completion of selection process.

11. PERFORMANCE BANK GUARANTEE

All incidental charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee (PBG) shall be borne by the selected Agency. The PBG may be discharged/ returned by DIC upon being satisfied that there has been due performance of the obligations of the Agency under the work orders. However, no interest shall be payable on the security deposit or the performance bank guarantee. The Agency shall submit PBG within 15 days from the issue of Work Order. The PBG should remain **valid for a period of 37 months** from the date of issue of Work Order. The Agency shall submit a PBG of an amount of INR 15 Lakhs.

The agency shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the agency fails to submit performance guarantee within the time stipulated, DIC at its discretion may cancel the order placed on the agency without giving any notice. DIC shall invoke the performance guarantee in case the agency fails to discharge their contractual obligations during the period.

12. PERIOD OF CONTRACT

The selected Agency will be required to submit a signed copy of the RFP as an acceptance of the terms and conditions laid down by DIC, failing which the offer will be treated as withdrawn and EMD forfeited. After signing of the RFP document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

The period of contract will be for an initial period of three (3) years, extendable for a further two (2) years (i.e. total 5 years) subject to a yearly review. DIC shall be free to curtail the contract period at any time during the period of agreement, without assigning any reason

13. TERMINATION OF CONTRACT

1. DIC may, terminate this Work Order by giving the Agency a 90 (Ninty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - a. DIC is of the opinion that there has been such event of default on the part of the Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
 - b. The Agency has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.

- c. In the event of the quality of Staffing Personnel and/or services as per the Scope of Work under the Contract with DIC not found acceptable by .
- d. The Agency has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by it.
- e. The Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of DIC.
- f. The Agency has been declared insolvent/bankrupt.

2. Consequences of Termination

- a. DIC shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies.
- b. In the event of termination of this Contract, DIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Agency shall be obliged to comply with.
- c. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by DIC, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Agency, the Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by DIC.
- d. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Agency or due to the fact that the survival of the Agency as an independent corporate entity is threatened/has ceased, DIC shall pay the Agency for that part of the Services which have been authorized by DIC and satisfactorily performed by the Agency up to the date of termination. Without prejudice any other rights, DIC may retain such amounts from the payment due and payable by DIC to the Agency as may be required to offset any losses caused to DIC as a result of any act/omissions of the Agency.

- e. DIC may take possession of the works and all deliverables of the Agency and use or employ the same for completion of the work or employ any other Agency or other person or persons to complete the works. The Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Agencies or other persons employed for completing and finishing or using such deliverables.

When the Contract is terminated by DIC for all or any of the reasons mentioned above, the Agency shall not have any right to claim compensation on account of such termination

14. Force Majeure

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, DIC/ may at its option, terminate the contract. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. DIC shall however, be responsible to pay the Agency for the services successfully rendered to the satisfaction of DIC under the work orders/ purchase orders issued pursuant to the contract

ANNEXURE 1 – COVERING LETTER FOR BID

To be submitted on the letterhead of the bidder)

To

**The Chief Operating Officer,
Digital India Corporation,
4th Floor, CGO Complex,
Lodhi Road, New Delhi-110003**

Subject: **Submission of Bid for** Tender No. <<>>

Dear Sir,

This is to notify that our company is submitting bid in response to Tender No DIC/... for **Empanelment of Agencies for Language Translation Services**. Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name		
Name		
Title		
Address		
Phone		
Mobile		
Fax		
E-mail		

For the purpose of supplying items/delivering services under this tender we are appointing **<Name of Authorized Partner>** (if applicable) as our Authorized Partner.

We are responsible for communicating to the DIC in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold DIC responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with DIC on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, schedules and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding, evaluation and selection.

We have enclosed the earnest money deposit as per the tender conditions and we understand that it is liable to be forfeited in accordance with the provisions of tender documents.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to DIC are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled DIC in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favors to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract with DIC.

We understand that you are not bound to accept the lowest or any bid you may receive.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

ANNEXURE 2 – Bid Submission Procedure

- I. Raising of queries/clarifications on Tender document: The Agencies requiring any clarification on this document should submit their written queries to **email id: _@digitalindia.gov.in**. Any suggestions/feedback may also be sent to the above email id.

- II. Modification in Request for TENDER document: At any time prior to the deadline for submission of TENDERS, DIC may modify any part of this document. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded on DIC website <https://dic.gov.in>. All such change/s will automatically become part of this TENDER and will be binding on all Agencies. Interested Agencies are advised to regularly refer to the DIC website referred above for any updates.
- III. Request for extension of date for submission of TENDERS will not be entertained. However, to give prospective Agencies reasonable time to take the amendment into account in preparing their TENDERS, DIC may, at its discretion, extend the last date for the receipt of TENDERS. No TENDER may be modified subsequent to the last date for receipt of TENDERS. No TENDER may be withdrawn in the interval between the last date for receipt of TENDERS and the expiry of the TENDER validity period specified by the Bidder in the.
- IV. Agencies are advised to study the TENDER Document carefully. Submission of the TENDER will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the TENDER document with a full understanding of its implications. TENDERS not complying with all the given clauses in this TENDER document are liable to be rejected. Failure to furnish all information required in the TENDER Document or submission of an TENDER not substantially responsive to the TENDER document in all respects will be at the bidder's risk and may result in the rejection of the TENDER.
- V. Shortlisted Agencies shall have to submit a Performance Bank Guarantee (PBG) of amount Rs. 15,00,000 only (Rupees Fifteen Lakh Only) in the form of DD/Banker's Cheque, FDR or Bank Guarantee issued by any Commercial bank in favour of 'DIGITAL INDIA CORPORATION' payable at Delhi within 15 days of award of empanelment letter/Letter of Intent (LOI). PBG should be valid for a period of 37 months from the last date of issue of empanelment letter. PBG in any other form will not be accepted. Bank Guarantee to be provided against this Tender should be issued by a commercial bank.
- VI. The PBG may be forfeited:
 - a. If the agency fails to perform the awarded job.

- b. If found involved in some illegal activities leading to blacklisting of the firm or any of the directors.
 - c. Any information given is found wrong, leading to the cancellation of his offer/bid.
- VII. TENDER has to be submitted as per the format provided in the Annexure of this document, with complete details and respective proof of documents wherever applicable.
- VIII. If the space in the Pro forma is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets may be used for each part. Any inter lineation, erasures, or over writing shall be valid only if the person(s) signing the TENDER initial(s) them.
- IX. Submission of TENDERS: Detailed TENDER has to be submitted in a sealed envelope superscripted "< Name of the Bidder >Empanelment of Agencies for Language Translation Services" on or before August 5, 2021, at 15:00 Hrs. The envelopes should be addressed to _____ Digital India Corporation, and submitted at Digital India Corporation, Electronics Niketan Annex, 6, CGO Complex, Opposite CBI building, New Delhi-110003 before the due date and time specified. No extension on the specified submission schedule will be entertained.
- X. DIC may ask Agencies for clarifications or additional documents/ credentials at its discretion.
- XI. Opening of TENDER– DIC will convene the TENDER opening session on duly notified date **August 7, 2021, viz. at 16:00 Hrs** over VC link, where one representative from the Agencies, who has successfully submitted the TENDER, can participate. One representative from each Bidder can remain present during the TENDERS opening process. The TENDERS will then be passed on to a duly constituted Tender Evaluation Committee (TEC).

ANNEXURE 3 – FORMAT FOR PERFORMANCE BANK GUARANTEE

To,
The Chief Operating Officer,

Digital India Corporation,
4thFloor, CGO Complex,
Lodhi Road, New Delhi-110003

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFPNumber>> for **Empanelment of Agencies for Language Translation Services.** (hereinafter called "the Bid") to DIC (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this Bank Guarantee shall not exceed INR<<Amount in figures>> (Rupees<<Amount in words>> only)
- ii. This Bank Guarantee shall be valid up to<<insert date>>)

- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

ANNEXURE 4 – FORMAT FOR SUBMISSION OF PRE QUALIFICATION BIDS

Pre-Qualification Bid Covering Letter

<Location, Date>

To,
The Chief Operating Officer,
Digital India Corporation,
4th Floor, CGO Complex,
Lodhi Road, New Delhi-110003

Subject: Submission of the pre-qualification bid for **Empanelment of Agencies for Language Translation Services**

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our pre-qualification proposal.

We hereby declare that all the information and statements made in this pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

Pre-Qualification checklist for common criteria

S. No.	Description	Supporting Documents	Compliance (Yes / No)	Reference in Proposal
1	Legal Entity			
2	Turnover			
3	Net worth			
4	Profitability			
5	Blacklisting			
7	Technical Capability- Translation Services for Official Regional Languages			
8	Technical Capability- Translation Services for UN Languages			

ANNEXURE 5 – FORMAT FOR SUBMISSION OF TECHNICAL BIDS

Technical Bid Covering Letter

<Location, Date>

To,
The Chief Operating Officer,

Digital India Corporation,
4thFloor, CGO Complex,
Lodhi Road, New Delhi-110003

Subject: Submission of the technical bid for **Empanelment of Agencies for Language Translation Services**

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our technical proposal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

Sr. No	Particulars	Regional Languages (top 12)	Regional Languages (Last 10)	UN Languages	Agency's Remarks	Marks Scored
1	Experience in no. of Years					
2	No of Projects Undertaken of value > 25 lakhs					

3	Translators and transcriptions employed by Agency, qualifications of the resource persons					
4	Methodology used for translation, Resources allocation & Presentation	-	-	-		
5	Average turnover of the Agency over the last 3 financial years	-	-	-		
6	CMMI/ ISO/ other relevant certification	-	-	-		

ANNEXURE 6 – FORMAT FOR SUBMISSION OF FINANCIAL BIDS

Financial Bid Covering Letter

<Location, Date>

To,
The Chief Operating Officer,
Digital India Corporation,
4th Floor, CGO Complex,
Lodhi Road, New Delhi-110003

Subject: Submission of the financial bid for **Selection of Agency for Translation & Transliteration Services.**

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our technical proposal.

We understand that the payment would be made on the basis of actual GST prevalent at the time of payment.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal as mentioned in this RFP.

We understand you are not bound to accept any Bid that you receive.

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

(Sign and Stamp on the financial format)

Quotations for top 12 Indian Regional Languages					
		Cost in (INR)			
	No. of Words	1000-5000	5000 - 7000	7000-10000	> 10000
	Discount %	NA			
Sr.No	Languages				
1	Hindi				
2	Bengali				
3	Marathi				

4	Telegu				
5	Tamil				
6	Gujarati				
7	Urdu				
8	Kannada				
9	Odia				
10	Malayalam				
11	Punjabi				
12	Assamese				

(Sign and Stamp on the financial format)

Quotations for the Languages having lower spread					
		Cost in (INR)			
	No. of Words	1000-5000	5000 - 7000	7000-10000	> 10000
	Discount %	NA			
Sr.No	Languages				
1	Bodo				
2	Kashmiri				
3	Konkani				
4	Manipuri				
5	Nepali				

6	Maithili				
7	Sanskrit				
8	Sindhi				
9	Dogri				
10	Santhali				

Quotations UN Languages					
		Cost in (INR)			
	No. of Words	1000-5000	5000 - 7000	7000-10000	> 10000
	Discount %	NA			
Sr.No	Languages				
1	English				
2	Arabic				
3	French				
4	Chinese				
5	Russian				
6	Spanish				