Indian Council of World Affairs
Sapru House, Barakhamba Road
New Delhi-110001

E-Notice: Tender For Translation Services

Tender No.ICWA/104/16/2014 **February 14, 2023**

Important Dates	
Date of Publishing	14.2.2023 (1400 hrs)
Bid document download start date	14.2.2023 (1400 hrs)
Clarification start date	14.2.2023 (1400 hrs)
Clarification end date	28.2.2023 (1400 hrs)
Bid submission start date	14.2.2023 (1400 hrs)
Bid submission end date	9.3.2023 (1400 hrs)
Pre-Bid Meeting	21.2.2023 (1100 hrs)
Date of technical bid opening	10.3.2023 (1500 hrs)
Date of Translation Test	To be intimated later
Date of financial bid opening	To be intimated later

The bids shall be submitted on CPP Portal: https://eprocure.gov.in/eprocure/app

Indian Council of World Affairs (ICWA) invites bids from reputed Companies/Firms for procurement of translation services.

1. Scope of Work:

The work would include translation of work from English to Hindi and vice versa of any text printed or in electronic format as and when provided by ICWA. The 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.

2. General Conditions

(i) **Turn-around time**: The desired delivery time/turn-around time, from the time the original content is sent to the agency, for translation from English to Hindi and vice versa would be two days.

(ii) The original content/text for translation would be provided by ICWA through e-mail or hard copy.

(iii) Point(s) of Contact: The Agency shall designate key personnel as POC(s) for coordination of file transfer method(s), translation delivery, feed-back and serving as general contract liaison.

(iv) The format in which the document is provided should be compatible with ICWA's website font.

(v) Work to be assigned to be of varied nature viz., technical, non-technical, report, speech, etc.

(vi) **Quality Check**: Necessary proof reading of the material translated for its authenticity will be the responsibility of the Agency. The Agency must ensure:

(a) Delivered target text is complete – No omissions or additions are permitted.
(b) The target text is accurate and consistent rendering of the source content/text.
(c) Terminology and lexis used are consistent with the source content/text.
(d) Target text has no syntactical, spelling, punctuation, typographical or other grammatical errors.
(e) Any specific instructions given by the authorizing 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 the corrected text must be returned immediately.
(g) ICWA will provide regular feedback on the quality of translation, based on which improvements will be made in the quality of the output by the Agency.

(vii) Individuals who do freelancing/piecemeal job are not eligible to participate in this tender.

(viii) Confidentiality & Secrecy

(a) Secrecy of the matter given should be maintained at all times by the selected Agency.
(b) The Agency shall be required to acknowledge that the copyright of the translated text/content rests with ICWA for both text and visuals. The Agency has to unconditionally undertake and agree to indemnify ICWA 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 will not be authorized to reproduce/reprint/transmit to a third party in any manner including photocopying, photographing, cyclostyling, microfilming, scanning or any electronic means of copying or any other means whatsoever without written permission of ICWA.

(ix) Resource Persons

(a) List of permanent/hired key personnel of the Agency along with their qualifications and experience shall be submitted to ICWA.
(b) The Agency will be required to adhere to the condition that the resource persons listed/submitted to the Ministry carry out all of the ICWA's work.
(c) Any change in the list of resource persons shall be brought to ICWA's immediate attention for concurrence.
(d) The resource persons who participate in the Test conducted by ICWA during technical evaluation for selection of the Agency should necessarily and primarily handle ICWA's work.
(e) Resource persons of the Agency who participate in the Test will be from those whose names figure in the list provided in Sl. No.13 of Annexure-I (List of documents to be submitted with Technical Bid in CPP Portal) of the Tender Notice and should have the following minimum qualifications:

(i) Post Graduate or Under Graduate Degree in Hindi or English from a recognized University, and Diploma/ Certificate Course in Translation from English to Hindi and vice versa from a recognized University/Institution; and

(ii) Minimum three years of experience in the translation work of Government of India/State Governments/PSUs from English to Hindi and vice versa.

The copies above educational qualification and work experience certificates should be uploaded with Technical Bid in CPP Portal as mentioned at Sl. No.13 of Annexure-I (List of documents to be submitted with Technical Bid in CPP Portal) of the Tender Notice.

3. **Validity and Extension of Contract**: The Contract will be signed initially for a period of two years, which may be extended by a further period of one year at the sole discretion of ICWA on the existing terms and conditions and with the written consent of the Agency.

4. A two bid system (Technical & Financial Bids) will be followed. The technical bids will be opened at ICWA, Sapru House, Barakhamba Road, New Delhi on the date and time given under "Important Dates" in the Tender Notice in presence of those bidders who choose to be present at that time.

5. **Minimum Eligibility Criteria**:

(i) The bidder should hold valid PAN, GST and other relevant Tax Registrations.

(ii) A minimum of two years of relevant experience of work with Government of India/State Governments/PSUs.

(iii) The annual turnover of the bidder should be at least Rs.20 lakh for the last three financial 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 be marked on the balance sheet.

(iv) The Agency should neither be blacklisted by any government department nor should any criminal case be registered against the agency or its owner or partners anywhere in India.

(v) The Agency must have filed ITRs for the last three years.

6. **Submission of Bids**: The bidders should upload their bids on CPP Portal in two separate 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 as per details given in **Annexure-II**.

7. **Technical Bid Evaluation**;

(i) Only the bidders who fulfill the minimum eligibility criteria and upload the documents as mentioned in **Annexure-I** shall be eligible for technical evaluation.

(ii) Technical bid evaluation shall include the following skill tests:

(A) Translation Test – English to Hindi

(B) Translation Test – Hindi to English

The date of skill tests will be intimated later.

(iii) The technical evaluation of the bids shall be made on the following points:

Number of employees with the qualification of Post Graduation or Graduation in Hindi or English working in the agency	Max. Marks – 10 1 < = 10 = 2 marks 10 < = 20 = 4 marks 20 < =30 = 6 marks 30 < = 40 = 8 marks > 40 = 10 marks
Number of work orders (piece work or work of less than 6 months) with Government of India/State Governments/PSUs – Translation from English to Hindi or vice versa - during last three financial years: 2019-20, 2020-21 and 2021-22.	Max. Marks – 30 1 to 2 = 6 marks 3 to 4 = 12 marks 5 to 6 = 18 marks 7 to 8 = 24 marks > 8 = 30 marks
Number of long term contracts/ empanelment (Agreements of duration of more than or equal to 6 months) with Government of India/State Governments/PSUs – Translation from English to Hindi or vice versa - during last three financial years: 2019-20, 2020-21 and 2021-22.	Max. Marks – 30 1 to 2 = 6 marks 3 to 4 = 12 marks 5 to 6 = 18 marks 7 to 8 = 24 marks > 8 = 30 marks
Average turnover of the agency during last three financial years	Max. 20 marks = 20 lakhs = 16 marks > 20 lakhs & < 50 lakhs = 18 marks = > 50 lakhs = 20 marks
Quality of translation samples (It is expected that the bidder is well conversant in the terminology used by various agencies of Government of India and well versed in their use)	Max. 90 marks English to Hindi translation – 45 marks Hindi to English translation – 45 marks Note: Marks in this section will be proportional to the accuracy in the test. Eg., If the accuracy is 90%, then 90% of maximum marks will be given.
Speed of translation samples [There is no minimum speed requirement. Speedy translation capabilities are preferred and shall be evaluated as such. The analysis of speed shall be relative amongst the bidders].	Max. 20 marks Translation from English to Hindi – 10 marks Translation from Hindi to English – 10 marks
Total	**Max. 200 marks**

(iv) Minimum qualifying marks shall be 160.

8. **Financial Bid Evaluation:**

(i) Only those bidders who qualify in the technical evaluation will be eligible to participate in the financial bid evaluation.

(ii) The estimated work of translation to be carried out in a year is approximately 10,00,000 words. (Disclaimer: The word counts are approximate and may be used as a reference for reasonable bidding by vendors. The word counts are only indicative in nature and may vary in current as well as upcoming years).

(iii) The rate quoted in the financial bid will be used to select L1 bidder.

(iv) No change in financial bids will be allowed after the last date for submission of tender documents.

(v) The bidders may ensure that the price quoted is inclusive of manpower support required for execution and continuous monitoring of the work during the contract period.

9. **Terms and Conditions**:

(i) The bids will remain valid for a period of 120 days from the date of "bid submission end date" as given in the tender document.

(ii) To assist in technical evaluation, ICWA reserves the right to call for any clarification from any/all bidders. Such clarification should be submitted only in writing. No other correspondence on bids will be entertained.

(iii) Participation in this tender process will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this tender document.

(iv) ICWA will have the sole proprietary rights over the content created/edited/provided by the selected agency.

(v) In all matters related to interpretation or dispute relating to this tender, the decision of ICWA will be final and binding upon the bidders.

(vi) **Payment Terms**:

(a) The payment will be made monthly.
(b) The agency will submit the bills within a week of expiry of the month indicating full description.
(c) No increase in rate will be allowed during the period of contract.

(vii) ICWA expects the agency to engage professionals in the field of translation to undertake the project and reserves the right to call for resumes, documents relating to their professional background, expertise and achievements at any point of time prior to or after award of contract.

(viii) 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.

(ix) **Earnest Money Deposit (EMD)**: While submitting the bids on CPP Portal, the bidders should attach a copy of Demand Draft or Banker's Cheque from any Nationalised Bank for Rs.50,000 drawn in favour of "Indian Council of World Affairs, New Delhi" on account of Earnest Money Deposit (Bid Security).

(x) Submission of Bid Security is compulsory for all the bidders except Micro and Small Enterprises (MSEs) or those who are registered with Central Purchase Organization for providing translation services. Documentary proof to this effect should be attached with Technical Bid.

(xi) Earnest Money Deposit may be forfeited on account of one or more of the following reasons:

(a) The bidder withdraws or modifies his bid during the period of validity of the bid;
(b) The selected bidder fails to sign the agreement on time and furnish Performance Security at the time of signing the agreement; and
(c) Information submitted by the bidder is found to be false or incorrect in any manner.

(xii) **Performance Security**:

(a) Performance Security of Rs.1,00,000 has to be provided by the successful bidder before signing the agreement in the form of Account Payee Demand Draft or Bank Guarantee from a Commercial Bank. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

(b) No interest shall be paid on the Performance Security.

(c) Bid Security will be refunded to the successful bidder on receipt of Performance Security.

(d) Bid Security of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before 30th day after the award of the contract.

(e) Breach of terms and conditions of this tender or contract or 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 Security as well as disqualification of the bidder from participating in future tenders.

(xiii) Any wrong or misleading information will lead to disqualification.

(xiv) ICWA reserves the right to reject all or any tenders without giving any notice or assigning any reason. The decision of ICWA in this regard will be final and binding on all.

(xv) The contract will be valid for a period of two years, which may be extended by one year based on satisfactory performance by the Agency and at the discretion of ICWA.

(xvi) ICWA reserves the right to terminate the contract any time with a prior notice of 30 days with or without assigning any reason.

(xvii) **Agreement Deed**: The successful bidder shall execute an Agreement as described in **Annexure-V** for fulfillment of the contract on Rs.100 non-judicial stamp paper within 15 days from the date of award of the contract. Incidental expenses on execution of the contract shall be borne by the successful bidder.

(xviii) **Amendment of bidding document**:

(a) At any time prior to the deadline for e-submission of bids, ICWA may modify the bid document whether on its own initiative or in response to the clarification sought by a prospective bidder.

(b) Any amendment in the bidding document any time prior to the deadline for e-submission of bids shall be uploaded as 'Corrigendum' on CPP Portal and ICWA's website: https://www.icwa.in/

© ICWA may at its discretion extend the deadline for e-submission of bids if the bid document undergoes changes during the bidding period in order to give prospective bidder time to take into consideration the amendments while preparing their bids.

(d) ICWA reserves the right to amend or withdraw or reject any of the terms conditions contained in the tender document without giving any notice or assigning any reason.

(xix) Closure of contract: While making final payment to the contractor and before releasing Performance Security, a "No claim Certificate" shall be taken from the contractor as per the format given in **Annexure-IV**.

(Dr. Vaibhav A. Tandale)
Deputy Secretary(ICWA)
Tel. No.011-23317246
e-mail: ds@icwa.in

Annexure-I

List of documents to be submitted with Technical Bid in CPP Portal

Sl. No.	Particulars	File Type
1.	**Bid Security (Earnest Money Deposit):** Copy of Demand Draft or Banker's Cheque for Rs.50,000 drawn in favour of "Indian Council of World Affairs, New Delhi" from any Nationalised Bank on account of Bid Security (Earnest Money Deposit). Micro and Small Enterprises (MSEs) or those who are registered with Central Purchase Organization for providing translation services are exempt from submission of Bid Security. Documentary evidence to this effect should be submitted.	.pdf
2.	Copies of registration of the Company/Firm	.pdf
3.	Copy of PAN and GST number	.pdf
4.	Copy of Income Tax Returns for the last three financial years	.pdf
5.	List of owners/partners of the bidder	.pdf
6.	Declaration by the Bidder as per proforma given in **Annexure-III**	.pdf
7.	Number of contracts with Government of India/State Governments/PSUs (Piece work or work of less than six months) - Translation from English to Hindi or vice versa – during last three financial years: 2019-20, 2020-21 and 2021-22.	
8.	Copies of contracts specified in Sl. No.7 should be submitted with Technical Bid.	.pdf
9.	Number of contracts with Government of India/State Governments/PSUs: Long term contracts/ empanelments with a duration equal to or more than 6 months) – Translation from English to Hindi or vice versa - during last three financial years: 2019-20, 2020-21 and 2021-22.	
10.	Copies of contracts specified in Sl. No.9 should be submitted with Technical Bid.	.pdf
11.	Turnover for the last three financial years	.pdf
12.	Copy of audited statement of accounts and relevant documents in support of annual turnover (turnover figures must be highlighted) for the last three financial years	.pdf
13.	List of permanent/hired key personnel of the bidder with the qualification of Post Graduation or Graduation in Hindi or English along with copies of their educational and work experience certificates. Please attach a copy of their PAN Cards.	.pdf

Annexure-II

Tender No.ICWA/104/16/2014 dated 14.2.2023

Name of Work: Providing Translation Services to ICWA, Sapru House, Barakhamba Road, New Delhi-110001.

FINANCIAL BID

Sl. No.	Particulars	Rate per word
1.	Translation from English to Hindi and vice versa	
2.	GST or any other taxes, if any	
	Total	

Note: (i) The estimated work of translation to be carried out in a year is approximately 10,00,000 words.

Disclaimer: The word counts are approximate and may be used as a reference for reasonable bidding by vendors. The word counts are only indicative in nature and may vary in current as well as upcoming years.

(ii) The bidders may ensure that the price quoted is inclusive of manpower support required for execution and continuous monitoring of the work during the contract period.

(Signature of Tenderer with seal)

Date:

Annexure-III

Name of Work: Providing translation services to ICWA, Sapru House, Barakhamba Road, New Delhi-110001.

AFFIDAVIT

DECLARATION BY THE BIDDER

I/We..... Partner(s)/ Legal Attorney/Proprietor(s)/Accredited Representatives of M/s .....
Solemnly declare that:

2. I/We are submitting tender for providing manpower for security services against Tender Notice No.ICWA/104/16/2014 dated 14.2.2023. We agree to the terms and conditions stipulated in the Tender Notice.

3. The information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender notice is complete, correct and true.

4. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.

5. The Financial Bid submitted by me/us is 'without any condition'.

6. There would be no increase in the rates during the contract period except under the provisions of terms and conditions.

7. The bidding company or Proprietor/Firm/Partner has not been banned/de-listed by any Government, Quasi-government agencies or PSUs.

8. No criminal/civil case is pending against the bidding Company or Proprietor/Firm/Partner.

9. If any information/document submitted is found to be false/incorrect, ICWA may cancel my/our tender and action as deemed fit may be taken against me/us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm, etc.

(Signature of the Tenderer with seal)

Date:

Name:

Annexure-IV

No Claim Certificate
(On company's letterhead)

To

Indian Council of World Affairs,
New Delhi.

Subject : **No Claim Certificate relating to Contract/Agreement dated …… for providing translation services**

I/We have received a sum of Rs…… in full and final settlement of all payments due to us for providing translation services under abovementioned contract/agreement between ICWA and us. We hereby unconditionally and without any reservation whatsoever certify that with this payment, we shall have no claim whatsoever of any description on any account against ICWA in respect of aforesaid 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,

Signature of contractor

Stamp

Place:

Date:

Annexure-V

Draft Agreement

Agreement for providing Translation Services to Indian Council of World Affairs, Sapru House, Barakhamba Road, New Delhi-110001

This Agreement is made on _____day of _____ Two Thousand Twenty Three between Indian Council of World Affairs, New Delhi, on one part, hereinafter called ICWA, and M/s_____ , having its registered office at _____, on the other part, hereinafter called the 'Contractor' through its authorized representative _____

1. WHEREAS ICWA is pleased to engage the Contractor to undertake the work of translation and the Contractor has agreed to render the required services and perform the duties connected with the engagement and both parties have agreed as follows:

(i) Translation of material from English to Hindi and vice versa of any text printed or in electronic format as and when provided by ICWA. Translation is to be done through resource persons of the Contractor and not through auto-translate software such as Google Translate.

2. **General Conditions**

(i) **Turn-around time**: The desired delivery time/turn-around time, from the time the original content is sent to the agency, for translation from English to Hindi and vice versa would be two days.

(ii) The original content/text for translation would be provided by ICWA through e-mail or hard copy.

(iii) Point(s) of Contact: The Contractor shall designate key personnel as POC(s) for coordination of file transfer method(s), translation delivery, feed-back and serving as general contract liaison.

(iv) The format in which the document is provided should be compatible with ICWA's website font.

(v) Work to be assigned could be of varied nature viz., technical, non-technical, report, speech, etc.

(vi) Contractor may be required to extract the material to be translated from one file format into another and return it in the file format as per ICWA's requirement.

(vii) **Quality Check**: Necessary proof reading of the material translated for its authenticity will be the responsibility of the contractor. The contractor must ensure:

(a) Delivered target text is complete – No omissions or additions are permitted.
(b) The target text is accurate and consistent rendering of the source content/text.

(c) Terminology and lexis used are consistent with the source content/text.
(d) Target text has no syntactical, spelling, punctuation, typographical or other grammatical errors.
(e) Any specific instructions given by the authorizing department are followed and agreed deadline is scrupulously respected.
(f) Any errors in the deliverables, highlighted must be corrected by the Contractor free of charge immediately and the corrected text must be returned immediately.
(g) ICWA will provide regular feedback on the quality of translation, based on which improvements will be made in the quality of the output by the Contractor.

(viii) Confidentiality & Secrecy

(a) Secrecy of the matter given should be maintained at all times by the contractor.
(b) The Contractor hereby acknowledges that the copyright of the translated text/content rests with ICWA for both text and visuals.
(c) Contractor is not authorized to reproduce/reprint/transmit to a third party in any manner including photocopying, photographing, cyclostyling, microfilming, scanning or any electronic means of copying or any other means whatsoever without written permission of ICWA.

(ix) Resource Persons

(a) List of permanent/hired key personnel of the contractor along with their qualifications and experience shall be submitted to ICWA.
(b) The contractor will be required to adhere to the condition that the resource persons listed/submitted to the Ministry carry out all of the ICWA's work.
(c) Any change in the list of resource persons shall be brought to ICWA's immediate attention for concurrence.
(d) The resource persons who participated in the test during technical evaluation should necessarily and primarily handle ICWA's work.
(e) Resource persons of the Agency carrying out the translation work should hold Graduate or Postgraduate 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 Government of India/State Governments or with reputed organizations/companies in India.

3. **Indemnification**: The contractor shall indemnify, defend and hold and save harmless the ICWA and its officials and employees from and against all suits, proceedings, claims demands, losses and liability of any kid or nature brought by any third party against ICWA including but not limited to all litigation costs and expenses, attorney fees, settlement payments and damages based on, arising from or relating to:

(i) Allegations or claims that the possession of or use by the ICWA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to ICWA under the terms of the contract, in whole or in part, separately or in a combination contemplated by the contractor's published specifications thereof or otherwise specifically approved by the contractor constitutes an

infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or

(ii) Any acts or omissions on the part of the contractor or contractor's personnel or anyone directly or indirectly employed by the contractor in the performance of the contract, which give rise to legal liability to anyone not a party to the contract including without limitation, claims and liability in the nature of a claim for worker's compensation.

(iii) The indemnity set forth above shall not apply to a claim of infringement resulting from the contractor's compliance with specific written instruction by ICWA directing a change in the specifications for goods, property, materials, performance of the contract of requiring the use of specifications not normally used by the contractor.

(a) In addition to the indemnity obligations set forth in this Article, the contractor shall be obligated, at its sole expense, to defend ICWA and its officials and employees, pursuant to this Article regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

(b) ICWA shall advise the contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The contractor shall have sole control of the defence of any such suit, proceeding, claim, or demand and of all negotiations in connection with the settlement or compromise thereof except with respect to the assertion or defence of the privileges and immunities of ICWA or any matter relating thereto, for which only ICWA is authorized to assert and maintain. ICWA shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

4. **Equipment**: The contractor will use his own equipment with accessories.

5. **Proprietary rights**: ICWA will have the sole proprietary rights over the contents of the events assigned to the contractor through this contract. The content that is designated as 'Confidential Information' shall be held in confidentiality by the contractor.

6. **Publicity and use of Name, Emblem or official seal of ICWA**: The contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with ICWA nor shall the contractor in manner whatsoever use the name or any abbreviation of name, emblem or official seal of ICWA in connection with its business or otherwise without written permission of the Ministry. The contractor acknowledges and agrees that any breach of this provision shall be breach of an essential term of the contract.

7. **Remuneration:** The charges for translation services will be paid at the rate of Rs…… per word. The payment will be made monthly.

8. **Validity of Contract**: The Contract will be valid for a period of two years, which may be extended by a further period of one year at the sole discretion of ICWA on the existing terms and conditions and with the written consent of the Contractor.

In witness whereof this agreement has been signed between the parties hereto by their authorized representatives in New Delhi on ___ day of ____ 2023. This agreement shall be effective from ____.

Authorized Signatory
(Contractor)

Under Secretary
ICWA, New Delhi