

F.No. A-15/01/2018-Gen.
GOVERNMENT OF INDIA
NATIONAL DISASTER MANAGEMENT AUTHORITY
A-1, Safdarjung Enclave. New Delhi -29

Dated – 15.03.2018

E-NOTICE INVITING TENDER

National Disaster Management Authority, A-1, Safdarjung Enclave on behalf of the President of India invites online bids in two bid system (Technical & Financial) from specialized agencies **and individual translators empanelled under Central Translation Bureau, Deptt. Of Official Language, Ministry of Home Affairs** for Hindi Translation, Proof Reading and Typing of NCRMP/NDMA's Guidelines / Manuals etc. (10 lakh words **approximately**) within the period of **60** days from the date of signing of agreement.. The details are as mentioned in the tender document.

Manual bids shall not be accepted.

The Tender Document floated for the purpose can be downloaded only from www.eprocure.gov.in/eprocure/app & ndma.gov.in and bid can only be submitted through the same website. Bid submitted other than on CPP portal will not be accepted. Important dates related to this tender are furnished below for information:

Critical Date Sheet

Sl. No.	Particulars	Date	Time
01	Date of Online Publication of Tender	15.03.2018	17.00 Hrs.
02	Tender Document Download Start Date	15.03.2018	17.30 Hrs.
03	Bid Submission Start Date	15.03.2018	18.00 Hrs.
04	Bid submission Close Date	02.04.2018	15.00 Hrs.
05	Opening of Technical Bids	03.04.2018	16.00 Hrs.

Interested parties may submit online bids on or before the prescribed last date of submission of Tender on the website <https://eprocure.gov.in/eprocure/app>.

(Amrapali Dixit)
Assistant Advisor (General)
National Disaster Management Authority,
A-1 Safdarjung Enclave,
New Delhi-110029,
Phone No. 24601730
Email:sogen@ndma.gov.in

TENDER DOCUMENT
(Section-I)
DETAILED INFORMATION/TERMS & CONDITIONS IN CONNECTION WITH THE
TENDER FOR HINDI TRANSLATION, PROOF READING AND TYPING OF
NCRMP/NDMA's GUIDELINES/MANUALS ETC FOR NATIONAL DISASTER
MANAGEMENT AUTHORITY AT DELHI.

National Disaster Management Authority, A-1, Safdarjung Enclave on behalf of the President of India invites e-bids in two bid system (Technical & Financial) from specialized agencies **and individual translators empanelled under Central Translation Bureau, Deptt. Of Official Language, Ministry of Home Affairs for Hindi Translation, Proof Reading and Typing of NCRMP/NDMA's Guidelines / Manuals etc.** (10 lakh words approxi.) within the period of 60 days from the date of signing of agreement for National Disaster Management Authority at NDMA Bhawan, Safdarjung Enclave, New Delhi. Bids shall be submitted online only at CPPP website www.eprocure.gov.in/eprocure/app. Tenderers /contractors are advised to follow the instructions provided as per **Annexure-VIII** and also provided in the 'Instructions to the Contractors/Tenderers for the e-submission of the bids **online** through the Central Public Procurement Portal for e Procurement at above mentioned site. The schedule of the Critical Date Sheet is as under:-

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Bids to be submitted online in two packet system only:

1. Technical Bid

Technical bid should contain **Signed and scanned copies** of below mentioned documents. Non submission of any of these document may result in cancellation of your bid:

- (a) Check list (as per annexure VI).
- (b) The firm should be empanelled from minimum four Govt. Deptt./PSUs for Hindi translation work.
- (c) Work order from any Govt. Deptt./PSUs of at least three contracts in the last three years in similar services (work order to be uploaded) .
- (d) One time work order from any Govt. Deptt./PSUs for an amount of Rs.1.00 lakh and above during the last three financial year.(work order to be uploaded.)
- (e) Authorization letter for the bid opening.
- (f) There is no tender fee for the bidders who download the tender documents from the website.
- (g) Bid Security in the form of Account Payee Demand Draft/FDR/ Banker's Cheque of **Rs. 10,000/-** in favour of DDO, NDMA.

or

Receipt/Challan of RTGS/NEFT payment of Bid Security of **Rs. 10,000/-** in favour of PAO, NDMA.

- (h) Power of attorney.
- (i) Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No. A-15/01/2018-Genl (containing 26 pages) by the authorized person/ persons.
- (j) Certificate from Chartered Accountant regarding Annual Turnover of more than 3 Lakh rupees business for last three financial years (2014-15, 2015-16, and 2016-17). (copy of balance sheet and profit and loss statements etc., **need not** be enclosed).
- (k) Valid Goods and Service Tax No., Aadhar Card and PAN card.
- (l) Certificate of Incorporation/ Firm Registration Certificate.
- (m) Article of Memorandum of Association / proprietorship certificate.
- (n) No near relative certificate.
- (o) A certificate on the letter head of the firm declaring that, the firm has not been debarred / Black listed by any organization, if any (attach the copy).

2. Financial Bid

Price Bid to be uploaded online as prescribed BOQ_XXXX format attached in this tender

3. SUBMISSION OF BID

- 3.1 The tender document can be downloaded only from www.eprocure.gov.in and can only be submitted through the same website. Scanned copies of all the documents as mentioned in Clause-1 above including scanned copies of EMD in the form of demand draft should be submitted with e-bid.
- 3.2 It is also required to submit hardcopies of EMD in original instruments in a sealed envelope super scribed for **Hindi Translation, Proof Reading and Typing of NCRMP/NDMA's Guidelines / Manuals etc.** and addressed to "Assistant Advisor, National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi- 110029" at Main Reception, NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi – 110029 on or before the closing date and time.
- 3.3 Bidders who had downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with NDMA.
- 3.4 Intending bidders are advised to visit CPPP website <https://eprocure.gov.in> at least three days prior to closing date of submission of tender for any corrigendum/ addendum/ amendment.

4. OPENING OF THE BID

- 4.1 Technical Bids will be opened as per Critical Date Sheet.
- 4.2 Financial Bids of the eligible bidders will be opened on a later date. The date & time for opening of Financial Bids will be announced later.
- 4.3 Offline Bids will not be accepted under any circumstances.

5. TENDER FEE

- 5.1 There is no tender fee for the bidders who download the tender documents from the website.

6. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY.

- 6.1 EMD in the form of Demand Draft/Banker Cheque/RTGS from any scheduled Bank in Delhi/ New Delhi in favour of " **Drawing & Disbursing Officer, National Disaster Management Authority, New Delhi-110029**" or the EMD is to be deposited electronically by RTGS/NEFT in favour of 'PAO,NDMA' payable at 'New Delhi', **Bank Name-State Bank of India, Safdarjung Enclave, New Delhi, Account Number: 31454767006, IFSC Code: SBIN0013182** as mentioned in clause 3 of this tender document. Bidders are required to submit the details of EMD payment at the time of bid preparation. EMD should be **valid** for a period of **45 days** beyond the final bid validity period.
- 6.2 The bid security of the unsuccessful bidder will be discharged /returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. EMD of the successful bidders will be returned only after receipt of Performance Security.
- 6.3 The amount of EMD is liable to be forfeited if the tenderer refuses the offer after submission of the tender or after the acceptance of the offer by the NDMA or fails to sign the contract or to remit the Performance Security Deposit. **The bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of NDMA in this regard.**
- 6.4 No interest will be paid by the NDMA on the EMD/Performance Security deposited.
- 6.5 The Hard Copy of original instruments in respect of earnest money, original copy of affidavits and credit facility certificate must be delivered to the Assistant Advisor (General), National Disaster Management Authority, NDMA Bhawan,A-1, Safdarjung Enclave, New Delhi- 110029" at Main Reception, NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi – 110029 on or before the closing date and time. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like Demand Draft/Pay Order etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.

SECTION - II
INSTRUCTIONS TO BIDDERS(TECHNICAL SPECIFICATIONS)

A. INTRODUCTION

1. DEFINITIONS:

- (a) "The NDMA" means the National Disaster Management Authority.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm or Printing Vendor providing the services under the agreement.
- (d) "The Work Order" means the order placed by the NDMA on the Supplier signed by the NDMA including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Agreement" appearing in the document.
- (e) "The Contract Price" means the price payable to the Supplier under the Work Order for the full and proper performance of its contractual obligations.
- (f) The selected bidder herein after called as Translator Vendor undertakes to provide service of Hindi Translation, Proof Reading and Typing of NCRMP/NDMA's Guidelines / Manuals etc.. subject to the terms and conditions contained in the agreement for which an agreement prescribed by NDMA has to be signed.
- (g) The number of words of Hindi Translation, Proof Reading and Typing of NCRMP/NDMA's Guidelines / Manuals etc.. may vary from time-to-time during the currency of the contract due to addition/alteration of new demands.
- (h) Translation work to be assigned, in technical nature.**

2. ELIGIBLE BIDDERS:

This invitation for bids is open to the firms who satisfy the criteria mentioned in technical bid (clause 1 of tender document) and other terms and condition of tender document.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The NDMA, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

4.1 The goods/services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Tender Notice (Section I)
- (b) General (Commercial) Conditions of the Contract (Section III)
- (c) Schedule of Requirements (Section IV)
- (d) Format for Contract form (Annexure-I)
- (e) Format for Bid Form (Annexure-II)
- (f) Format for Performance Security Bond Form (Annexure-III)
- (g) Format for Letter of authorization to attend bid opening (Annexure-IV)
- (h) Price Schedules (Annexure-V)
- (i) The check list (Annexure-VI&VII)

(j) Instruction to Bidders (Annexure-VIII)

4.2 The Bidder is expected to go through all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid at the technical bid opening stage.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the NDMA in writing at the NDMA's mailing address indicated in the Invitation for Bids. The NDMA shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than three days prior to the last date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the NDMA shall be sent to all the prospective bidders who have received the bid documents.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the date of submission of bids, the NDMA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments made will be uploaded in the CPPP portal in same manner as in case of tender document.

6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the NDMA may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of **(1) The Technical bid and (2) Financial bid:**

7.1 The **Technical Bid** shall contain the documents as mentioned in clause 1 of Section-I of tender document.

7.2 The **Financial Bid** shall contain the documents as mentioned in clause 2 of Section-I of tender document.

Note: All the documents submitted (whether original or photocopy or scanned) in the bid must be legible, otherwise the bid is likely to be rejected.

8. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents as per Annexure- II and Annexure-V respectively.

9. BID PRICES:

9.1 The bidder shall give price schedule given in Annexure-V . The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the NDMA.

9.2 The Rates quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected. If the bidder quotes two rates under different options, the lowest rate will be taken into account.

9.3 The price(per thousand word) quoted by the bidder shall be in sufficient detail to enable the NDMA to arrive at prices offered for each item in annexure - V.

9.4 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc. into account.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the documents or whichever is required as per clause 1 of Section-I of tender document.

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

11.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all services, which he proposes to render under the contract.

11.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of literature and data and shall furnish a clause-by-clause compliance on the NDMA's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/ persons. In case of deviations a Statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification (Section-II) and commercial Conditions (Section-III) and Schedule of requirements (Section-IV) shall not be considered.

12. PERIOD OF VALIDITY OF BIDS:

12.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the NDMA. A bid valid for a shorter period shall be rejected by the NDMA as non-responsive.

12.2 In exceptional circumstances, the NDMA may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be permitted to modify his bid.

13. SUBMISSION OF BIDS:

13.1 Bids must be received by the NDMA at the address specified under Section-I of tender document not later than the prescribed time on due date.

13.2 The NDMA may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the NDMA and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

D. BID OPENING AND EVALUATION

14. OPENING OF BIDS:

14.1 The Technical bids shall be opened in the presence of bidders or his authorized representatives who choose to attend on opening date and time. The Bidder's representatives, who are present, shall sign their attendance in a register. The copy of Authority letter (Annexure-IV) to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

14.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

14.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the NDMA, at its discretion, may consider appropriate; will be announced at the opening.

15. CLARIFICATION OF BIDS:

15.1 To assist in the examination, evaluation and comparison of bids the NDMA may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

16. TECHNICAL EVALUATION/ TECHNICAL BID OPENING:

16.1 NDMA shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order as per the checklist (Annexure-VI).

16.2 Prior to the financial Bid opening, pursuant to clause 17, the NDMA will determine technical qualification of each technical bid to the Bid documents. For purposes of these clauses, a technically qualified bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The NDMA's determination of bid's technical qualification is to be based on the contents of the bid itself without recourse to extrinsic evidence.

16.3 A bid determined as technically non-qualified will be rejected by the NDMA and shall, not subsequent to the bid opening, be made technically qualified by the bidder by correction of the non-conformity.

17. FINANCIAL EVALUATION/FINANCIAL BID OPENING OF TECHNICALLY QUALIFIED BIDDERS:

- 17.1 The NDMA shall open financial bids and evaluate the bids previously determined to be technically qualified pursuant to clause 16. Only technically qualified successful bidders or his authorized representatives would be called to attend opening of financial bids. The financial bids of non qualified technical bidders shall not be opened.
- 17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Service provider does not accept the correction of the errors, his bid shall be rejected.
- 17.3 The evaluation shall be done on L-1 rates of per thousand word basis. The comparison for evaluation shall be of consolidated rates of the per thousand word excluding Goods and Service Tax.
- 17.4 **NDMA reserve the right to split the work amongst technically qualified bidders. In case of award of work to more than one bidder, original L1 bidder will be given not less than 50% of the work and the remaining work will be divided to other bidders on L1 rate.**

18. CONTACTING THE NDMA:

- 18.1 Subject to Clause 15, no bidder shall try to influence the NDMA on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 18.2 Any effort by a bidder to influence the NDMA in the NDMA's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

19. NDMA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The NDMA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the NDMA's action.

20. AWARD OF CONTRACT:

20.1 The NDMA shall consider placement of orders for “Hindi Translation, Proof Reading and Typing of NCRMP/NDMA’s Guidelines / Manuals etc.. (10 lakh words approx.) within the period of 60 days from the date of signing of agreement” on that bidder whose offers have been found technically, commercially and financially acceptable.

20.2 In case L1 firm/agency backs out the tender/contract will be cancelled and fresh tender will be invited.

21. NDMA'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The NDMA reserves the right at the time of award of contract or during the continuance of the contract to decrease or increase the quantity of word offered for “Hindi Translation, Proof Reading and Typing of NCRMP/NDMA’s Guidelines / Manuals etc.. (10 lakh words approx.)

within the period of 60 days from the date of signing of agreement” in NDMA on the basis of reduction of word or increase of words and services specified in the schedule of requirement without any change in unit price on the same terms and conditions. The number of requisitioned words may vary from time-to-time during the currency of the contract. Payment will be made on the basis of payment terms as stated para-4 of Section-III of bid.

22. ISSUE OF ADVANCE WORK ORDER:

22.1 The issue of an Advance Work Order shall constitute the intention of NDMA to enter into the contract with the bidder.

22.2 The bidder shall within seven days of issue of an advance work order give his acceptance along with performance security in conformity with Annexure-III provided with the bid documents.

23. SIGNING OF CONTRACT:

23.1 The issue of work Order shall constitute the award of contract on the bidder.

23.2 Upon the successful bidder furnishing of performance security, the NDMA shall discharge its bid security, pursuant to clause 6 of Section-I of tender document.

24. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 23 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tender shall be cancelled and NDMA may call for new bids

25. PERIOD OF CONTRACT:

25. The contract will initially be valid for a period of three month from the date of award and may be extended further for a period less than six months subject to satisfactory performance of the Firm and subject to the approval of the competent authority and mutually agreed terms and conditions. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period.

SECTION – III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by the NCRMP/NDMA for “Hindi Translation, Proof Reading and Typing of NDMA/NCRMP’s Guidelines / Manuals etc.. (10 lakh words approx.) within the period of 60 days from the date of signing of agreement” rendered by the bidder.

2. STANDARDS:

The services provided under this contract shall conform to the standards prescribed in the schedule of requirements and special conditions of the contract.

3. PERFORMANCE SECURITY:

3.1 The service provider shall furnish Performance Security to the NDMA for an amount of 5% of contract value in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank as in Performa of Annexure-III.

3.2 The Performance Security shall be valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider including warranty obligations. In case of extension of Tender, the Performance Security is to be extended correspondingly.

3.3 The Bid Security shall be refunded to the successful bidder on receipt of Performance Security.

3.4 The Performance Security Bond will be discharged by the NDMA after completion of the service provider's performance obligations under the contract.

3.5 In the event of breach of contract by the service provider in terms of the contract signed by him, Performance Security will be forfeited and credited to NDMA Account.

4. PAYMENT TERMS:

The payment will be made based on accepted rate per thousand words of the given text(English), number of words to be counted as per word processor and after due satisfaction/certification of Assistant Director(OL) of NDMA.

(i) 40% of amount will be paid after submission of translated version of documents at draft stage to NDMA

(ii) Remaining 60% will be released after satisfaction/certification of Assistant Director (OL), NDMA.

5. PRICES:

Price once fixed will remain valid for the period of contract. Increase and decrease of taxes / duties (Excluding Goods & Service Tax) will not affect the price during this period.

6. RIGHT TO ACCEPT OR REJECT

NDMA reserves the right to accept or reject any bid without assigning any reason.

7.SUB CONTRACTS:

No subcontracting will be permissible.

8. TERMINATION OF CONTRACT:

8.1 NDMA may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts.

- a) If the contractor fails to arrange the Hindi Translation, Proof Reading and Typing of NCRMP/NDMA's Guidelines / Manuals etc.. within the period of 60 days or any extension thereof granted by NDMA.
- b) If the contractor fails to perform any other obligations under the contract agreement.

8.2 Notwithstanding anything contained herein, NDMA also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

8.3 In case if L1 backs out in which event the tender shall be cancelled and NDMA may call for new bids.

8.4 NDMA reserve the right to split the work amongst technically qualified bidders on L1 rate as per prevailing rules of Govt. of India amended from time to time.

9. TERMINATION FOR INSOLVENCY:

The NDMA may at any time terminate the contract by giving written notice to the Service provider, without compensation to the service provider, if the service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the NDMA.

10. ARBITRATION:

10.1 In the event of any question, dispute or difference arising under this Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitral Tribunal, hereinafter called the "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

10.2 The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time.

11. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of Assistant Advisor/Under Secretary (Gen.), NDMA as to whether the supplies/services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

12. Set Off:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the NDMA or any other person or persons contracting through the NDMA and set off the same against any claim of the NDMA or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with NDMA or such other person or persons contracting through NDMA.

13. PENALTY:

I. Work not done satisfactorily would be recorded and rejected for payment. Reasons for rejection would also be recorded. Penalty shall be up to Rs. 2000/- per document.

II. The cost of execution of the work at the risk and cost as well as the penalty shall be recovered in the bill if the amount of recovery exceeds the bill amount, recoveries shall be made from the Security Deposit.

14 LIQUIDATED DAMAGES

14.1 The date of Hindi Translation, Proof Reading and Typing of NCRMP/NDMA's Guidelines/Manuals (10 lakhs words approx.) within the period of 60 days stipulated in the acceptance of the tender should be deemed to be the essence of the contract and work must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, translation of NCRMP/NDMA documents be made after expiry of the contracted delivery period, without prior concurrence of NDMA and be accepted by the NDMA, such delivery will not deprive the NDMA of its right to recover liquidated damage@ 0.5 % of the value of the delayed supply for each day of delay or part thereof subject to a maximum of 5% of the contract value.

NOTE:

"In case of conflict regarding Terms and Conditions contained in NIT, the provision of GFR 2017, MOF guidelines and other extant govt. order shall prevail.

SPECIAL CONDITIONS OF THE CONTRACT

- (i). The scope of the work shall include Hindi Translation(Devnagri script), Proof Reading, formatting/page setting, typing and Re-Typing of NCRMP/NDMA's Guidelines / Manuals etc..(10 lakh words approx.) within the period of 60 days from the date of signing of agreement.
- (ii) Assigned work is required to be translated precisely from English to Hindi (Devnagri script form) in Unicode enabled Font viz. Mangal Unicode Font for uploading on website or as advised by the NDMA. Since the assigned work will be of time bound nature it will be required to be provided within the prescribed time limit.
- (iii) NDMA reserve the right to split the work amongst technically qualified bidders. In case of award of work to more than one bidder, original L1 bidder will be given not less than 50% of the work and the remaining work will be divided to other bidders on L1 rate.
- (iv) NDMA shall provide text input including photographs/captions/maps material/graphic words translation and final output/setting as English version will have to do formatting work of the documents alongwith translation work by the bidder.
- (v) The successful bidder has to carry out all the amendments/corrections if any detected by Assistant Director(OL), NDMA as many times as required free of cost.
- (vi) The quantity of work shown in the price schedule is estimated and may vary during the contract period. The bidder can't claim any right on the basis of estimated quantity.
- (vii) Quality of the translation work should be of very high quality and copies found defective will be summarily rejected. The firm must get draft samples approved from the NDMA before final translation and effective delivery. NDMA or its representative shall have the right to inspect the assigned translating work at any stage and have full right to reject the entire quantity or part thereof if it does not meet the required quality standards.
- (viii) Selected firms shall be required to acknowledge that the copyright of the translated text, whether from English to Hindi or vice versa rests with the Government for both text and visuals. The firm has to unconditionally undertake and agree that no claim in any manner for ownership of the document/book or any part thereof is preferred by any party regarding the content of text.
- (ix) The firm so selected will not be authorized to reproduce or reprint in any manner including photocopying, photographing, cyclostyling, microfilming, scanning or any electronics means of copying or any other means whatsoever without the written permission of this Ministry.
- (x) Secrecy of the matter given should be maintained at all times by the selected Agencies/firms.
- (xi) Material as given to the firm for translation, whether in the form of Soft copy or Hard Copy by the NDMA or prepared/arranged by the supplier during the process, will be the sole property of this Ministry and shall be deposited after use at the time of submitting the bills for payment.
- (xii) The successful bidder has to arrange delivery of translated text through typed text (in A4 Size paper) one copy duly stamped and signed by the authorized person and corrected/vetted copy in PDF form to NDMA in pen drive free of cost.

SECTION - IV

SCHEDULE OF REQUIREMENTS

1. This Schedule of Requirements shall supplement the “Instruction to the Bidder” as contained in Section- II, General (Commercial) Conditions & Special Condition of the Contract as contained in Section- III and wherever there is a conflict, the provision herein shall prevail over those in Section- II and Section- III.
2. Date fixed for opening of the bids is, if subsequently, declared as holiday by NDMA, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Non-performance of contractor shall attract penalties as per penalty clause as mentioned at Para- of Section-III.
4. The agreement shall be in force for a period of three months initially, which shall be extendable by a further period of up to three months on same terms and conditions by giving notice in writing before the expiry of current agreement, if decided upon to do so by NDMA.
5. NDMA reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the erstwhile NDMA. NDMA also reserves the right to blacklist a bidder for a suitable period in case if he fails to honour his bid without sufficient grounds.
6. Bids shall be evaluated as per the cost given by bidder in price schedule.

(Amrapali Dixit)
Assistant Advisor (General)
For & on behalf of the President of India
National Disaster Management Authority
A-1, Safdarjung Enclave, NDMA
Bhawan, New Delhi-29.
Phone No. 26701730

PART – I
Contract Form

1. This agreement is made this day..... between , herein after called “ name of company” the first party which expression shall include his heirs, executors and administrators/ heir successors and National Disaster Management Authority, herein after called “NDMA”, the second party, through Assistant Advisor (General), NDMA, New Delhi herein after include his successors and assignees, shown as under :-

2. That WHEREAS the first party shall and will execute the work described as “Hindi Translation, Proof Reading and Typing of NCRMP/NDMA’s Guidelines / Manuals etc (10 lakh words approx.) within the period of 60 days.”, New Delhi to this office tender noticedated at the rates quoted dated And as per all the terms and conditions by vide their tender..... given in Notice Inviting Tender (NIT) dated.....which shall become part and parcel of this agreement.

3. That WHEREAS, the second party shall and will pay on production of bills of Hindi Translation, Proof Reading and Typing of NCRMP/ NDMA’s Guidelines / Manuals etc within the period of 60 days as per payment terms stipulated in clause 4 of section- III of bid document.

4. In accordance with the NIT this agreement is made for a period of **three months** from, as in clause 25 of section- II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF.....2018.

Witness for Vendor

Witness for NDMA

BID FORM

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including annexures Nos the receipt of which is hereby duly acknowledged, we, undersigned, offer to work done and deliver..... in conformity with said conditions of contract and specifications for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence services from the date mentioned in awarding letter and to complete job in time mentioned in the contract

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.
Dated thisday of2018

Signature of in capacity of
Duly authorized to sign the bid for and on behalf of

Witness..... Tele No(s):-

SignatureFAX No(s)

Address E-Mail Address:-

PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called „the Government“) having agreed to exempt ----- (hereinafter called „the said Contractor(s)“ from the demand, under the terms and conditions of an agreement / (Work Order) No. _____

Dated ----- made between ----- and ----- for the providing service of ----- (hereinafter called „the said Agreement“), of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for

----- we, (Name of the bank) ----- (hereinafter referred to as „the Bank“) at the request of ----- contract or(s) do hereby undertake to pay to the Government an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the service provider(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the service provider(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/ Department) Ministry of - ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S)and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **FIVE MONTHS** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank) ----- further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any

manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government Against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the service provider(s).

7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the ----- day of -----

For -----

(Indicate the name of the bank)

Witnesses:-

1.

Telephone No.(s):-

STD Code-

FAX No.

E-Mail Address:-

2.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference Name Specimen signature

I

II

Alternate Representative

Signatures of bidder

Or,

Officer authorized to sign the bid

Documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Price Schedule

Sl.No.	Scope of Work	Rate (Per thousand Words) in INR (Excluding Goods & Service Tax)
	Translation (English to Hindi, Proof Reading, vetting, Typing and all other expenses incidental to this work). The details are given in Special Conditions of the Contract.	

Note: No. of words shall be counted from the text of source language i.e. the text to be translated.

(i) Checklist and the order in which the documents are to be submitted for the Technical Bid.

Please check whether all the below mentioned Documents have been supplied for participating in tender for Annual Maintenance Contract in NDMA. The documents to be submitted in descending order with item no. 1 on top of all. Please also mention the page no. of the Technical Bid where these documents are given.

Sl.No.	Documents (Please refer to clause 7.1 of Section- II for filling this checklist).	Page No.
1	Check list.	
2	The firm should be empanelled from minimum four Govt. Deptt./PSUs for Hindi translation work	
3	Work order from any Govt. Deptt./PSUs of at least three contracts in the last three years in similar services (work order to be uploaded)	
4	One time work order from any Govt. Deptt./PSUs for an amount of Rs.1.00 lakh and above during the last three financial year.(work order to be uploaded.)	
5	Authorization letter for the bid opening.	
6	Bid Security in the form of Account Payee Demand Draft/FDR/ Banker's Cheque of Rs. 10,000/- in favour of DDO, NDMA or Receipt/Challan of RTGS/NEFT payment of Bid Security of Rs. 10,000/- in favour of PAO, NDMA	
7	Power of attorney.	
8	Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No. A-15/01/2018-Genl (containing 26 pages) by the authorized person/ persons.	
9	Certificate from Chartered Accountant regarding Annual Turnover of more than 3 Lakh rupees business for last three financial years (2014-15, 2015-16, and 2016-17). (copy of balance sheet and profit and loss statements etc., need not be enclosed).	
10	Valid Goods & Service Tax Registration certificate, Aadhar Card and PAN card.	
11	Certificate of Incorporation/ Firm Registration Certificate.	
12	Article of Memorandum of Association / proprietorship certificate.	
13	No near relative certificate.	
14	A certificate on the letter head of the firm declaring that, the firm has not been debarred / Black listed by any organization, if any (attach the copy)	
15	Any others.	

(ii) Checklist and the order in which the documents are to be submitted for the Financial Bid.

Sr. No.	Documents (Please refer to clause 7.2 of Section- II for filling this checklist)	Page No.
1	Price Schedule as per Annexure-V	

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective

‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 3070 2232**.
