

National Institute of Electronics & IT, (NIELIT) Kohima
Ministry of Electronics & Information Technology
Kohima, Meriema, Nagaland

Date: 13.08.2022

OPEN TENDER DOCUMENTCRITICAL DATE SHEET

Category	CRITICAL DATES
Uploading on Department's web-site	13.08.2022 at 03.00 PM
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1. Tender Notice

Subject: Empanelment of Translating (English to 14 Naga Languages) Agency to execute the translation work of NIELIT Kohima.

i. Open Tender Notice

On behalf of the NIELIT Kohima, open tender is invited from the experienced Translating Agency or firm dealing with translation works, located in Nagaland, for executing the translation work of (English to local Naga Languages) of the Ministry initially for a period of one year. The contract period can be extended for further two years on the basis of mutual consent/ agreement of both the parties (NIELIT and Firm) and based on satisfactory performance during the period on the same terms and conditions.

- ii.** The tender documents can be downloaded from the website <https://nielit.gov.in/kohima/index.php> from 13.08.2022 at 03.30 PM to 29.08.2022 at 02.30 PM.
- iii.** The interested service providers may submit the bid in two bid system (i.e. **Part I :Technical Bid** and **Part II : Financial Bid**) in the prescribed Performa. Sealed tenders in separate envelopes for Part I and Part II are to be submitted to NIELIT Kohima, New High Court Road, Meriema, Kohima, Nagaland during Office hours (9:00 AM to 5:00 PM). The cover of the envelope should clearly mention the name of the Bid, i.e., Part I: Technical and Part II: Financial.
- iv. Tenders sent by any other mode will not be accepted.**

Director
NIELIT Kohima

NB: The General Instructions, terms and conditions of bid are enclosed, which should be carefully noted and complied with. Specification and description of translation work is given in **Annexure III** which must be used for quoting rates.

2. Scope of work and General Instructions for Tenderers

Scope of Work: The scope of the work shall include varied translation works viz. Reports, Documents, Books, Magazines, Video, Audio etc., vetting, typing, re-typing, proof reading.

General Instructions:

- i. The interested service providers have to submit the tender as per required packet/ cover contents.
- ii. The rate contract shall be initially for a period of one year from the date of awarding the rate contract. However, the rate contract may be extended subsequently, on mutual consent, for a further period of two years as may be decided by the competent authority, after review of performance.
- iii. The agency should have adequate in-house infrastructure required for executing the translation work that should be competent to meet the urgent requirement of translation work on priority basis. The bidder should have adequate manpower required for executing the translation work and minimum of 2 years Experience in translation works. The bidder must have the capacity capability to translate any Naga languages.
- iv. The Bidder shall be located in Nagaland.
- v. The Earnest Money Deposit should be submitted to the account of Director, NIELIT Kohima, on or before last date of bid submission up to 3.00 PM. Without which the quotations will not be considered. Late receipt of Earnest Money viz. after closure of bidding time, or non-receipt of Earnest Money will make the bidder disqualify and that bid will not be considered.
- vi. The successful bidder will have to deposit Performance Security to the account of Director, NIELIT Kohima for the due fulfilment of the contractual obligations which is refundable without any interest on termination of the contract after deduction of any penalty/ any liability of any kind imposed by NIELIT Kohima on account of unsatisfactory services.
- vii. The bid must be valid for a minimum period of ninety days from the due date.
- viii. No bidding firm will be allowed to withdraw their bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, its EMI will be forfeited.
- ix. The Technical Bid shall be opened on the scheduled date and time i.e. 30.08.2022 at 03:30 PM.
- x. If after awarding of the contract, the successful bidder (L1) fails to provide the required service the rate contract is liable to be cancelled along with forfeiture of Performance Security Deposit and other consequential actions such as Blacklisting of the firm etc.
- xi. Applicant contractor must pay a fee of Rs. 500/- (Rupees Five hundred Only) (to be purchased on or after publication date of this tender) online to Director, NIELIT Kohima and submit the payment receipt along with their application/ downloaded tenders as the cost of tender forms/

- documents. In case of re-tendering, the firm already paid the fee will not require to pay again in subsequent calls. Tender not accompanied with the receipt of the cost of tender document is liable to be rejected.
- xii. All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bids or Financial Bids is permitted. In no case should there be any change in the format of the Financial Bid. The bids submitted in the proforma other than the proforma provided for the purpose, will be rejected summarily.
- xiii. The bidders should have at least one dedicated mobile phone connection for contact. The details of the same may be furnished in the bid (**Annexure-I**).
- xiv. Selected lowest Bidder(s) shall be empaneled as Service Providers on the fixed rate for one year from the date of signing of Agreement. The contract may be extended for next two years if mutually agreed to by both the parties on year-to-year basis. In case, the empaneled service provider is found in breach of any condition(s) of tender/ agreement at any stage or services of service providers are found not to the satisfaction to the Office, the agreement/ contract may be terminated leading to forfeiture of performance security. The decision of the Office shall be final in this regard.
- xv. It may specifically be mentioned whether the quotation is strictly as per terms and conditions of the tender. Deviation if any must be spelled out specifically in Technical Bid. In the absence of this, the quotation may be rejected.
- xvi. The bidders are required to submit their bids in two separate sealed envelopes containing the Technical and Financial bids to NIELIT Kohima, New High Court Road, Meriema, Nagaland as per instruction in Annexure-IV
- xvii. Duly constituted committee shall first open and evaluate Technical Bids in presence of bidders or their representative if they wish to be present during the opening of tender. Price Bids of only those bidders shall be opened whose technical bids are found to be in order as per terms and conditions of tender. Intimation to this effect shall be separately sent to the bidders whose bids are found technically acceptable. The lowest quoted bidder(s) shall be chosen on the basis of total lowest bid price received
- xviii. Director, NIELIT Kohima reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever.

3. Eligibility Criteria

- i. The firm should have sufficient experience for similar type of works in this field for the last 2 years (documentary proof to be submitted).

- ii. The bidder is required to submit copies of work order (especially translation work) from at least 2 Departments, Ministries/ PSUs or any business organizations, contact of dealing person (Name & Designation) with complete official address and Telephone/ Mobile number.
- iii. Bidders are required to submit GST and other relevant certificate in r/o firm, allotted by concerned authorities.
- iv. Bidders are required to submit a Declaration on letterhead stating that the bidder has not been black-listed by any Ministry/ Department/ Organization.
- v. Bidders are required to submit a copy of the payment receipt of the EMD of **Rs. 10,000/-** (Rupees Ten Thousand Only).

If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents etc., the Earnest Money Deposit or the Performance Security Deposit, as the case may be, will be forfeited and no excuse whatsoever will be entertained thereafter.

4. Terms and conditions

- i. The rate approved in this tender shall be valid for the whole of the period of the rate contract and no upward revision will be allowed during the period of the contract.
- ii. The successful bidder has to carry out all the amendments/ corrections if any detected by the Translation Team of NIELIT Kohima as many times as required free of cost. The payment shall be made on submission of a satisfactory certificate issued by Translation Team of NIELIT Kohima. The quantity of work shown in the price schedule is only estimated and may vary depending upon work-load in a particular month. The bidder shall be capable to execute/ complete such assigned work at a very short notice. The bidder can't claim any right on the basis of estimated quantity.
- iii. In case voluminous work is assigned to the successful bidder at a given point of time; the time schedule as indicated in the Annexure III would not be affected.
- iv. 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 Office before final translation and effective delivery. The Office 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.
- v. Selected firms shall be required to acknowledge that the copyright of the translated text, rests with NIELIT Kohima for both text and visuals. The firm has to unconditionally undertake and agree that no claim in any manner for ownership of the publication/ document/ book or any part thereof is preferred by any party regarding the content or text.

- vi. 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 Office.
- vii. Secrecy of the matter given should be maintained at all times by the selected Agencies/ firms.
- viii. Material as given to the firm for translation, whether in the form of Soft copy or Hard copy by the Office or prepared/ arranged by the supplier during the process, will be the sole property of this Office and shall be deposited after use at the time of submitting the bills for payment.
- ix. The successful bidder has to arrange delivery of translated text through typed text (in A4 size paper) one copy duly stamped and signed by authorized person and corrected/ vetted copy in CD/ DVD or PD free of charge. NIELIT Kohima may ask the firm to send translated text through email in compatible font (i.e. Unicode if required).
- x. NIELIT Kohima reserves the right to modify and amend any of the above stipulated condition/ criterion depending upon requirement/ priorities vis-a-vis urgent commitments.
- xi. All disputes are subject to the jurisdiction of courts in Kohima, Nagaland

5. Delivery period

The nature of job is strictly time-bound. The successful bidder is liable to carry out all amendments/ improvements suggested by the NIELIT Kohima, in a prescribed time frame as per **Annexure III**. In case the firm fails to deliver the required work as per time frame mentioned in the supply order, Liquidated Damages as per clause 10 will be charged.

6. Payment

The payment shall be released to the firm through RTGS, only after completion of the assigned work. A pre-receipted bill is to be produced in triplicate which should be accompanied with a certificate issued by Translation Team of NIELIT Kohima indicating that the assigned work has been completed satisfactorily.

7. Earnest Money Deposit (EMD)

Each quotation must be accompanied by the receipt of the Earnest Money Deposit of **Rs. 10,000/-** which shall be paid through online to Director, NIELIT Kohima. Quotations received without Earnest Money deposit are liable to be rejected.

- a) The earnest money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws amends, impairs or derogates from the tender in any respect within the period of validity of the tender.

- b) The earnest money of all the unsuccessful tenderer will be returned as early as possible after award of contract letter. No interest will be payable by the NIELIT Kohima on the Earnest Money Deposit.
- c) Earnest Money of successful bidder shall be returned after furnishing of performance Security.

8. Performance Security

The successful bidder shall submit a Performance Security in the form of Bank Guarantee for an amount of **Rs. 30,000/-** within 10 days of the issue of award letter which should be valid for a minimum period of 14 months from the date of award of Contract. The performance security will be in the form of Bank Guarantee of any commercial bank. In case selected Service Provider fails to provide satisfactory services during the contract period, the performance security submitted by the firm will be forfeited without prejudice to other remedies. Performance Security shall be released immediately after the expiry of contract period. No interest will be payable on the performance Security.

9. Agreement Deed

The successful bidder shall execute an agreement for the fulfilment of the contract on Rs. 100/- non-judicial stamp paper within 15 days from the date of award of the contract. Agreement/ Contract will be signed after the submission of the performance security at the following terms.

- a) The period of contract for compilation of job shall be 90 days from the date of award of contract/ submission of the performance security/ Agreement Deed whichever is later but not more than seven days. The contractor has to submit all the formalities within 15 days, failing which the schedule of time will be counted from the date of award of contract.
- b) The incidental expenses of execution of Agreement/ Contract shall be borne by the successful bidder.

10. Liquidated Damage

If the selected agency fails to deliver any or all the translated work within the specified period in the work order, NIELIT Kohima shall without prejudice to its other remedies, deduct liquidated damage @ 1.5% of the price of the delay for each and every week (part of the week shall be considered as full week) subject to maximum of 7.5% of the delayed work value and the same shall be recoverable or deducted from the bill(s) due to the firm. The NIELIT shall be at liberty to terminate the agreement, cancel the work order and may also forfeit the Performance Security. In case, the agency/ firm fails to deliver the assigned work within the stipulated period.

11. Arbitration

In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms herein above contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then the Office will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in Kohima, Nagaland. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or re-enactment there of including the rules framed there under.

12. Force Majeure

Notwithstanding the provision of the clause 10, the firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for breach, if and to the extent that, it's delay in performance or other failure to perform its obligation under the agreement is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of the 'Ministry' either in its sovereign or contractual capacity, wars or revolution, fire, floods, epidemics, quarantine restrictions and freight embargoes. The Force Majeure situation arises, the firm shall promptly notify the 'Ministry' in writing of such condition and the cause thereof. Unless otherwise directed by the 'Ministry' in writing, the firm shall continue to perform its obligation under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

All disputes are subject to the jurisdiction of Courts in the Kohima, Nagaland.

Director

Annexure-I

BID FORM

1. Tender No. : _____
2. Name and Address of Bidding Firm : _____

3. Name and Designation of the person Signing the bid : _____

4. Mobile/Land line Telephone No. : _____
5. GST No. (Copy Enclosed): : _____
6. Capacity in which bid is signed by the Bidder (Proprietor/Partner/Director) : _____
7. Details of Earnest Money Deposit : _____
8. Copy of letter head stating that the bidder has Not been Black-listed by any Ministry/ Department/ Organization. : _____
9. Copies of Work order having value Rs. 50,000/- per year and above. : _____
10. Terms and conditions mentioned in the tender : _____
 :Document are Acceptable/Not-Acceptable
11. Deviation in Terms and Conditions (if any) : _____

Place: _____

Date: _____

Signature of Bidder

 Name in Block Letter

Annexure-II**Price Schedule**

Sl.	Scope of Work	Rate (Per Word) In INR	Service Tax (Per Word) in INR	Total (Per Words)
1.	Translation (English to local Naga Language)			

Note:

- 1) No. of words shall be counted from the text of source language i.e. the text to be translated.
- 2) Statutory or other levies, if any, will be paid as per prevailing Government norms.

Annexure — III**Time Schedule for execution of assigned work**

Sl. No	Description of Work	Date of award of work	Delivery of ordered work by the firm	Certification of executed/completed work of NIELIT Kohima	Final Delivery of ordered work after certification by NIELIT Kohima
1	2	3	4	5	6
A	Cyber Security Awareness Content, posters, slogans	As per work order	Maximum 1 day per 500 words from the date of work order	2 days from the date of delivery of the executed work by the firm	1 day from the date of certification by NIELIT Kohima
B	Cyber Security video & audio	As per the work order	maximum 1 hour per 1 minute video or audio	1 day from the date of delivery of the executed work by the firm.	1 day from the date of certification by NIELIT Kohima

Annexure — IV**Instructions for Bid Submission**

The bidders are required to submit their bids in two separate envelope containing the Technical and Financial bids to NIELIT Kohima, New High Court Road, Meriema, Nagaland.

SUBMISSION OF BIDS

1. The bidders are required to prepare two separate envelopes for the above said item – as described below
 - a. Envelope 1 –
 - i. Payment receipt of Tender document
 - ii. Documentary evidence indicating that the firm is located in Nagaland
 - iii. Bid Form as per Annexure I
 - iv. Copies of Work order having value Rs. 1.00 Lakh per year and above AND/ OR Copies of contract at least 2 (in hand) each Value of Rs. 50,000/- and above
 - v. Copy of GST Certificate
 - vi. Containing receipt of the deposit of Earnest Money Deposit (EMD)
 - vii. Copy of self-declaration on the firm's letter head stating that the bidder has Not been Black-listed by any Ministry/ Department/ Organization.
 - b. Envelope 2 – Containing the Financial bid as prescribed in Annexure II.

Both the envelopes should be sealed and highlighted in bold letters as mentioned below:

Envelope-1: **“TECHNICAL BID FOR TRANSLATION WORK (English To Naga Language)”**

Envelope-2: **“FINANCIAL BID FOR TRANSLATION WORK (English To Naga Language)”**

Finally, the above mentioned two envelopes should be enclosed in one bigger envelope highlighted as **‘OFFER FOR TRANSLATION WORK (ENGLISH TO NAGA Language)’** along with tender no and due date.

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 tender may be sent to orendro@nielit.gov.in

CHECK LIST

Bidders must check whether documents have been enclosed in the respective and bid fulfils the following:

A. Technical Bid

Sl. No.	Description	Yes or No	
1	Documentary evidence indicating that the firm is located in Nagaland		
2	Bid Form as per annexure-I		
3	Price Schedule as per Annexure-II indicating Yes or No against each item. (Price must not be indicated in this cover		
4	Proof of contracts with Govt. Ministries/ Semi-Government Departments or other business with satisfactory report		
5	Proof of GST Certificate (copy to be enclosed)		
6	The Earnest Money Deposit (EMI) of Rs. 10,000/- (Rupees Ten Thousand Only) through online to the account of Director, NIELIT Kohima		
7	Bidders are required to upload a Declaration on letter head stating that the bidder has not been blacklisted by any Ministry/ Department Organization		

B. Price Bid Cover

Sl. No.	Description	Yes or No	
1.	Price Schedule as per Annexure —II		
2.	Have you Quoted for all items of the tender?		

Signature and seal of the Bidder

**TENDER ACCEPTANCE LETTER
(To be given on Company letter Head)**

Dated:

To

Subject:- Acceptance of Terms & Conditions of Tender.

Tender Reference No

Name of Tender/Work:

Dear Sir,

1. I/We have downloaded/obtained the tender documents for the above mentioned 'Tender/Work' from the web site(s) namely: -
.....
.....
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. to - - (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/We shall — abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from, time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)