

No. JSERC/318/PT-I/184

**JHARKHAND STATE ELECTRICITY REGULATORY COMMISSION
RANCHI**

Date : 02.07.2018

TENDER DOCUMENT

NAME OF WORK: TRANSLATION FROM ENGLISH TO HINDI AND VICE-VERSA

CRUCIAL DATE SHEET

Category	CRITICAL DATES
Uploading of Tender Document on the website of the Commission	02.07.2018 at 3.00 PM
Bid Document Download start date	02.07.2018 at 3.30 PM
Bid Document Download end date	31.07.2018 at 3.00 PM
Bid Submission Start Date	02.07.2018 at 10.30 AM
Bid Submission End Date	31.07.2018 at 4.00 PM
Bid Opening Date	01.08.2018 at 3.00 PM

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No. JSERC/318/PT-I/184

JHARKHAND STATE ELECTRICITY REGULATORY COMMISSION, RANCHI

Date : 02.07.2018

Subject: Empanelment of Translating (English to Hindi and Vice-Versa) Agency to execute the translation work.

1. Tender Notice

On behalf of Jharkhand State Electricity Regulatory Commission (JSERC) bids are invited from the reputed and experienced Translating Agency, located in the State of Jharkhand at Ranchi for executing the translation work (English to Hindi and Vice-Versa) of the Commission 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 (JSERC and Firm) and based on satisfactory performance during the period on the same terms and conditions.

2. The tender documents can be downloaded from the website www.jserc.org

3. 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 format. All documents in support of eligibility criteria etc. are to be scanned and attached with the Tender Documents.

Secretary

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 BoQ which must be used for quoting rates.

2. **Scope of work and General Instructions for Tenderers.**

Scope of Work: The scope of work shall include varied translation work from English to Hindi and Vice-Versa viz. Regulations, Orders, Reports, Documents, Books, Magazines, Contents of website, Annual Report, Budget, Demand of Grants etc. vetting, typing, re-typing, proof reading.

General Instructions:

- i) The interested service providers have to submit the tender by post as per required packet/cover contents.
- ii) The 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 (English to Hindi and Vice-Versa) that should be competent to meet the urgent requirement of translation work on priority basis. The bidder should have adequate manpower required for executive the translation work with minimum qualification i.e.

Master Degree either in Hindi or in English

OR

Degree with Hindi as medium of instruction with Diploma/ Certificate course in translation from Hindi to English

OR

Graduate in Hindi with certificate of translation and 2 years experience.

- iv) The Bidder shall be located in State of Jharkhand
- v) The Earnest Money Deposit (Annexure-I) should be submitted to the Secretary, Jharkhand State Electricity Regulatory Commission, Ranchi on or before the last date of bid submission upto 3.00 PM without which the tender will not be considered. Late receipt of Earnest Money 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 Secretary, Jharkhand State Electricity Regulatory Commission, Ranchi 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 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 EMD will be forfeited.

- ix) The Technical Bid shall be opened on the Scheduled date and time.
- x) If after awarding of the contract, the successful bidder (L-1) fails to provide 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 provide Demand Draft for Rs.1000/- (Rupees One thousand only) (to be purchased on or after publication date of this tender) in favour of Jharkhand State Electricity Regulatory Commission payable at Ranchi obtained from any Nationalized/Scheduled Bank valid for six months with their application/downloaded tenders as the cost of tender forms/documents. All applicable bank charges shall be borne by the applicant and shall not have any claim whatsoever on this account on JSERC. In case of re-tendering, the firm which has submitted the Demand Draft in earlier calls will require to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with 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 attached. 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 Performa other than the Performa provided for the purpose, will be rejected summarily.
- xiii) The bidders should have at least one dedicated landline telephone connection and one mobile for contact. The details of the same be furnished in the bid (Annexure-I)
- xiv) Selected lowest Bidder(s) shall be empanelled 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 empanelled 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 agreement/contract may be terminated leading to forfeiture of performance security. The decision of the Commission shall be final in this regard.
- xv) It may specifically be mentioned whether quotation is strictly as per terms and conditions of tender. Deviation, if any, must be spelt out specifically in Technical Bid. In the absence of this, the quotation may be rejected.
- xvi) Duly constituted Committee shall first open and evaluate Technical Bids. 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.
- xvii) The Commission 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 3 years (documentary proof to be attached).
 - ii) Bidders are required to attach the statement of contract which values not less than Rs.1.00 lakh (Rs. One lakh) per year or at least two contracts values not less than Rs.50,000/- (Rupees Fifty thousand) per year indicating the contracts on hand (especially translation work) with details of the Departments, Ministries/PSUs and reputed business organizations, contact of dealing person (Name & Designation) with complete official address and Telephone/Mobile number.
 - iii) The bidder is required to submit copies of work order (especially translation work) from at least three Departments, Ministries/PSUs and reputed business organizations, contact of dealing persons (Name & Designation) with complete official address and Telephone/Mobile number.
 - iv) Bidders are required to furnish PAN No., TIN or Service Tax/GST No., ISO certificate in respect of firm, allotted by concerned authorities.
 - v) Bidders should be registered with ESI & EPFO and required to attach certificate allotted by concerned authorities.
 - vi) Bidder is required to attach a copy of Balance sheet along with Profit and Loss statement duly certified by Chartered Accountant having turnover of more than Rs. 1.50 lakh (Rupees one lakh fifty thousand only) for the last financial year.
 - vii) Bidders are required to attach a Declaration on letter head stating that the bidder has not been black-listed by any Minister/Department/Organization.
 - viii) Bidders are required to attach a scanned copy of the EMD of Rs.10,000/- (Rupees Ten thousand only) in the form of Pay Order/Demand Draft issued by any commercial Bank in favour of Jharkhand State Electricity Regulatory Commission payable at Ranchi.
- NB: 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 contract.
- ii) The successful bidder has to carry out all the amendments/corrections, if any, detected by the Commission as many times as required free of cost. The payment shall be made on submission of a satisfactory certificate issued by the Commission. The quantity of work shown in the price schedule is only estimated and may vary depending upon work-load in a particular month, especially during Tariff Sessions. The bidder shall be

capable to execute/complete such assigned work at a very short notice. The bidder cannot 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 effected.
- iv) Quality of 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 Commission before final translation and effective delivery. The Commission or its representative shall have the right to inspect the assigned translation 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 firm shall be required to acknowledge that the copyright of the translated text from English to Hindi and Vice-Versa rests with the Commission 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 electronic means of copying or any other means whatsoever without the written permission of this Commission.
- 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 Commission or prepared/arranged by the supplier during the process, will be the sole property of this Commission 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. The Commission may ask the firm to send translated text through e-mail in compatible font (i.e. Unicode or in Krutidev, a true font, etc. if required).
- x) The Commission 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 at Ranchi.

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 Commission, 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 11** will be charged.

6. **Receipt of Tax Liability:** The contract awarding firm for executing the translation work will be given applicable tax on the bills raised in the first quarter. The firm will ensure that the tax receipts are deposited to the Commission, while raising bill for the send and subsequent quarters. In case the receipt(s) is/are not submitted by the firm, the tax would not be paid to the firm and the already paid tax would be recovered from the bill so raised.

7. **Payment:** The payment shall be released to the firm through ECS, 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 the Commission indicating that the assigned work has been completed satisfactorily.

8. **Earnest Money Deposit (EMD):** Each quotation must be accompanied by Earnest Money Deposit of Rs.10,000/- (Rs Ten thousand only) which shall be in the form of Demand Draft/Pay Order in the name of “Jharkhand State Electricity Regulatory Commission” payable at Ranchi. 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 Commission on the Earnest Money Deposit.
- c) Earnest Money of successful bidder shall be returned after furnishing of performance security.

9. **Performance Security:** The successful bidder shall submit a Performance Security in the form of Bank Guarantee for an amount of Rs.50,000/- (Rupees Fifty thousand only) 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.

10. **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 completion 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.

11. **Liquidated Damage:** - If the selected agency fails to deliver any or all the translated work within the specified period in the work order, the Commission 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 Commission 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.

12. **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 hereinabove contained or any claim or liability of 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 Commission will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held at Ranchi. 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 thereof including the rules framed thereunder.

13. **Force Majeure:** Notwithstanding the provision of **Clause 9**, the firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for breach, if and to the extent the 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 Commission, 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 'Commission' in writing of such condition and the cause thereof. Unless otherwise directed by the 'Commission' 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.

14. All disputes are subject to the jurisdiction of Courts in the State of Jharkhand at Ranchi.

Secretary

Annexure-I

BID FORM

1. Tender No. : Due Date: 31.07.2018 at 4.00 PM
2. Name and address of Bidding Firm : _____

3. Name and designation of the person : _____
Signing the bid
4. Mobile/Land line Telephone No. : _____
5. PAN, TIN, Service Tax/GST No., ISO : _____
Regn.No., VAT No. ESI & EPF No. : _____
(copy enclosed)
6. Whether bidder is a Micro/Small : _____
Entrepreneur, please specify.
7. Capacity in which bid is signed by the : _____
Bidder (Proprietor/Partner/Director)
8. Details of Earnest Money Deposit : _____
9. Copy of letter heard stating that the : _____
Bidder has not been black-listed by
Any Government/Ministry/Department
Organization
10. Copies of Work order for the FY (2016-17): _____
Having value of Rs.1.00 lakh per year and
Above.
11. Copies of contract at least 2 (in hand) : _____
Each value of Rs.50,000/- and above.
12. Copies of Balance Sheet including P&L: _____
A/c for the FY (2016-17) showing
Turnover at least Rs.1.00 lakh and above
13. Terms and conditions mentioned in the : _____
Tender Document are acceptable/
Not-acceptable.
15. Deviation in Terms and Conditions : _____
(if any)

Signature of Bidder _____
Name in Block letter _____

Place _____
Date _____

Annexure-II

PRICE SCHEDULE

Sl.No.	Scope of Work	Rate per page of printed/ Typed material in A-4 size Paper)	Service Tax/GST %	Total (3+4)
1	2	3	4	5
1.	Translation (English to Hindi and Vice-Versa)			

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	Final Delivery of ordered work after certification
A.	Regulations, Orders, Reports, Documents, Books, Magazines, Annual Report, Budget, Demand of Grants etc	As per work order	At short notice or maximum 15 days from the date of work order	5 days from the date of delivery of the executed work by the firm	3 days from the date of certification
B.	Contents of website,	As per work order	10 days from the date of work order	5 days from the date of delivery of the work executed by the firm	3 days from the date of certification

CHECK LIST

Bidders must check whether documents have been enclosed in all respect and bid fulfils following:

A. Technical Bid

Sl.No.	Description	Yes or No	Page
1.	Documentary evidence indicating that the firm is located in the State of Jharkhand at Ranchi.		
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 the cover).		
4.	Proff of three contracts with Govt. Ministries/ Semi-Government Departments with satisfactory report. (Work order with satisfactory/completion report to be enclosed)		
5.	Proof of Annual Turn-over which should not be less than 1.5 lakh along with the audited Balance sheet and Profit and Loss Account for the last three years.		
6.	Proof of Service Tax/GST number/Sales Tax Number/VAT Number/ISO Certificate (copy to be enclosed)		
7.	The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only) through a Demand Draft in favour of JSERC payable at Ranchi.		
8.	Copy of Income-Tax Returns for the last two years.		
9.	Bidders are required to attach a Declaration on letter head stating that the bidder has not been black-listed by any Ministry/Government Department/Organization		
10.	Bidder should be registered with ESI & EPFO and required to attach certificate allotted by concerned authority.		

B. Price Bid Cover

Sl.No.	Description	Yes or No.	Page
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 in Company letter Head)

Date.....

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 document for the above mentioned 'Tender/Work' from the website(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 JSERC 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 JSERC 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)