

# **Directorate General of Civil Aviation**

**NOTICE INVITING TENDER FOR SELECTION  
OF TRANSLATING (English to Hindi and  
Vice-Versa) Agency to execute the  
translation work of Directorate General of  
Civil Aviation, New Delhi- 110003.**

**F. No. 11021/2/2015-O.L.**  
**Government of India**  
**Directorate General of Civil Aviation**

Opposite Safdarjung Airport,  
Aurobindo Marg, New Delhi-110003  
Date 15-09-2017

To,

**Subject: - e-Tender for Selection of Translating (English to Hindi and Vice-Versa) Agency to execute the translation work of Directorate General, Civil Aviation**

<b>Critical Dates and Information</b>		
<b>S. No.</b>	<b>Description</b>	<b>Dates</b>
<b>1</b>	Notice Inviting Tender Start Date	15-09-2017 at 02:30pm
<b>2</b>	Document Download Start Date and Time	15-09-2017 at 02:30pm
<b>3</b>	Bid Submission Start Date and Time	15-09-2017 at 02:30pm
<b>4</b>	Bid Submission End Date and Time	06-10-2017 at 06:30pm
<b>5</b>	Tender (Technical Bid) Opening Date and Time	12-10-2017 at 3:30pm
<b>6</b>	Tentative Contract Period	One year
<b>7</b>	Purchaser of Services	Directorate General of Civil Aviation
<b>8</b>	EMD money	Rs. 25,000/- (Rs. Twenty Five Thousand Only)
<b>9</b>	EMD money Instrument	Pay Order/ Demand Draft from any scheduled commercial bank or nationalized bank

**Note:-**

1. E-Tender are invited under two bid systems i.e. Technical and Financial Bid for Empanelment of Translating (English to Hindi and Vice-Versa) Agency to execute the translation work of Directorate General, Civil Aviation, New Delhi for a period of One Year from the date of contract.

2. The bids should be submitted online in the prescribed format through e-procurement website <http://eprocure.gov.in/eprocure/app>. Interested bidders may quote the rate as per prescribed financial bid.

3. If at any stage it is found that any of the details / documents furnished by the bidder are false/ misleading/fabricated, he/she would be liable to legal action and forfeiture of the Earnest money deposit. Also, any bid with NIL/N.A./BLANK/ZERO service charge will summarily be rejected.

4. ***Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app>.***

**Sd/-  
Abdul Aziz Ansari,  
Joint Director (O.L.),  
For Directorate General of Civil Aviation**

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**No. 11021/2/2015-O.L.**  
Government of India  
Directorate General, Civil Aviation  
Aurbindo Marg, Opp. Safdarjung Airport

New Delhi: 110003  
Date: 15.09.2017

**E-TENDER DOCUMENT**

**CRITICAL DATE SHEET**

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**No. 11021/2/2015-O.L.**

Government of India  
Directorate General, Civil Aviation  
Aurbindo Marg, Opp. Safdarjung Airport

New Delhi: 110003  
Date: 15.09.2017

**Subject: Selection of Translating (English to Hindi and Vice-Versa) Agency to execute the translation work of Directorate General, Civil Aviation**

**1. E-Tender Notice**

On behalf of the President of India, e-bids are invited from the reputed and experienced **Translating Agency, having complete functional office located in Delhi/NCR for executing the translation work (English to Hindi and Vice-Versa)** 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 and based on satisfactory performance during the period on the same terms and conditions.

2. The tender documents can be downloaded from the website <http://eprocure.gov.in/eprocure/app> in respect of DGCA Tenders.

3. The interested service providers may submit the e-bid online at "<http://eprocure.gov.in/eprocure/app>" in two bid system (i.e. Part I : Technical Bid and Part II : Financial Bid) in the prescribed format. Tenders are to be submitted only online through e-procurement portal i.e. "<http://eprocure.gov.in/eprocure/app>". All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the Tender Documents.

4. **Tenders sent by any other mode will not be accepted.**

Joint Director (OL)  
T.No. 24656946

**NB:** The General Instructions, terms and conditions of e-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. 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: <http://eprocure.gov.in/eprocure/app>.

### **2.1 Registration**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) 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.
- (iv) 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 / TCS / nCode / eMudhra etc.), with their profile.
- (v) 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.
- (vi) 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.

### **2.2 SEARCHING FOR TENDER DOCUMENTS**

- i) 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.
- ii) 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.
- iii) 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.

### **2.3 PREPARATION OF BIDS**

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

ii) Bidders may refer to 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.

iii) 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 / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

iv) 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.

## **2.4 SUBMISSION OF BIDS**

i) 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.

ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

iii) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

iv) 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.

v) 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.



vi) 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.

vii) 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.

viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

ix) Upon the successful and timely submission of bids (ie 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.

x) 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.

xi) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

xii) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

xiii) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

xiv) The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).

## **2.5 ASSISTANCE TO BIDDERS**

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.

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.

## 2. INSTRUCTIONS TO BIDDERS

### GENERAL:-

- (a) The present tender is being invited for Translation work under which the contractor shall ensure correct and timely completion of translation work (**English to Hindi and Vice-Versa**).as specified in the SCOPE OF WORK in DGCA and DGCA shall be the accepting authority.
- (b) Bidders are required to upload PAN No. and GST registration details in respect of proprietor firm/firm/company.
- (c) Bidder is required to upload Balance Sheet along with Profit and Loss statement duly certified by Chartered Accountant having turnover of more than Rs. 3.0 lakh per year for the last three Financial Years.
- (d) Bidders are required to upload a Declaration on letter head stating that the bidder has not been black-listed by any Ministry/ Department/ Organization.
- (e) Bidders are required to upload the scanned copy of the EMD of Rs. 25,000/- (Rs. Twenty five Thousand Only) should be in the form of Pay Order/ Demand Draft issued by any commercial bank in favour of 'PAO DGCA MOCA, payable at New Delhi. 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.
- (f) Firms/Companies having MSME/SSI/Startup registration shall be eligible for exemptions as applicable as per the prevailing rules/ provisions/guidelines issued by the respective Govt. Organization .from time to time subject to submission of all relevant documents in support of their claim.
- (g)The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- (h) The bidder has to specify following details as well:-
- (i) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
- (j) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
- (k) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- (l) The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- (m) Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.
- (n) Bidder must submit ONLINE copies of all documents required, duly self-attested, along with technical bid of the tender.
- (o) Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the DGCA subsequently finds to the contrary, the DGCA reserves the

right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

(p) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

### **3. Scope of work and General Instructions for Tenderers**

(i) **Scope of Work:** The scope of the work shall include varied translation works viz. Reports, Documents, Contents of website, Annual Report, performance Budget, Outcome Budget, Demand for Grants etc & any other document required by the DGCA vetting, typing, re-typing, proof reading.

(ii) A, Monthly Target for translation: Monthly target for finally submitting translated material (after translation, vetting, typing, proof reading & retyping including hard and soft copy) will be 250 pages (A-4 size) per month (minimum).

(iii) **ONE BID PER BIDDER:-**

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

(iv) **COST OF BID:-**

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

(v) **VISIT TO DGCA:-**

The bidder is advised to visit and acquaint himself with the requirement of DGCA. The costs of visiting shall be borne by the bidder. However, submission of bid shall be deemed to imply that the bidder has made himself completely aware of the requirements and operational conditions.

### **4. ELIGIBILITY/QUALIFICATION OF BIDDERS:-**

(i) The bidder should have sufficient experience for similar type of work in this field for the last 5 years (documentary proof to be uploaded).

(ii) Bidders are required to upload the statements of minimum three such contracts of total contract value of Rs 3 lacs each contract from Central Govt. Ministries/Offices/PSUs/ Autonomous bodies of Govt. of India for doing translation work from English to Hindi & Vice-Versa only.

### **5. TERMS AND CONDITIONS**

**5.1** The agency should have adequate in-house infrastructure required for executing the translation work (English to Hindi and vice versa). Such infrastructure must be capable to meet the urgent requirement of translation work on priority basis. The owner/partners of

the proprietor/partnership firm or directors of the company himself/herself should have following minimum qualification i.e.

- (i)** Master Degree either in Hindi or in English with Hindi & English as one of the subjects at Graduation level and Diploma/ Certificate course in translation from Hindi to English & vice versa from recognized institute/organization.
- (ii)** Minimum five year experience in the translation work. (From English to Hindi & vice versa).
- (iii)** The Bidder must have a complete functional office located in Delhi/NCR, so as to ensure physical presence of the qualified translator to execute the translation work in DGCA, HQ, New Delhi as and when required.
- (iv)** The translating agency to strictly adhere to the time schedule provided for each and every assignment of translation by the DGCA.

**5.2** 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.

**5.3** The successful bidder has to carry out all the amendments/corrections if any detected by Official Language Division of DGCA as many times as required free of cost. The payment shall be made on submission of a satisfactory certificate issued by O.L. Division.

**5.4** 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.

**5.5** 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 DGCA before final translation and effective delivery. The DGCA 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.

**5.6** 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 publication/document/ or any part thereof is preferred by any party regarding the content or text.

**5.7** 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 DGCA.

**5.8** Secrecy of the matter given should be maintained at all times by the selected Agencies/firms.

**5.9** Material as given to the firm for translation, whether in the form of Soft copy or Hard copy by the DGCA or prepared/arranged by the supplier during the process, will be the sole property of DGCA and shall be deposited after use at the time of submitting the bills for payment.

**5.10** The successful bidder has to arrange delivery of translated text through typed text (in A4 size paper in 12 Font size ) one copy duly stamped and signed by authorized person

and corrected/ vetted copy in CD free of charge. The DGCA may ask the firm to send translated text through e-mail in compatible font (i.e. Unicode or in Mangal font, etc. if required)

**5.11 The DGCA reserves the right to modify and amend any of the above stipulated condition/ criterion depending upon requirement/ priorities vis-a-vis urgent commitments.**

**5.12** All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.

**6. Delivery period :** - The nature of job is strictly time-bound. The successful bidder is liable to carry out all amendments/improvements suggested by the DGCA, 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, the penalty will be levied as per Liquidated Damages clause.

**7. Payment:** The payment shall be released to the firm through ECS, only after completion of the assigned work on Quarterly basis. A pre-receipted bill is to be produced in triplicate which should be accompanied with a certificate issued by OL Division indicating that the assigned work has been completed satisfactorily. Penalty levied if any may be deducted from the bill of the contractor.

#### **8. EMD money:-**

(i) The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.25,000/-(Rupees Twenty Five Thousands only)** in the form of an Account Payee Demand Draft in favour of **PAO, DGCA, MCA** payable at NEW DELHI. The EMD money will remain valid till the time the bid is valid. EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity. The Hard Copy of original instruments (Demand Draft) in respect of earnest money must be delivered to the Reception, DGCA, Opp. Safdarjung Airport, New Delhi-110003 on or before last date of bid submission date/time as mentioned in critical date sheet in an envelope super-scribed "EMD money for Translation Work Tender at DGCA, New Delhi.

(ii) Any bid not accompanied by EMD money shall be rejected.

(iii) EMD money so deposited shall not carry any interest.

(iv) EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.

(v) EMD money of the successful bidder shall be returned on receipt of **Performance Security** in the form of bank demand draft of amount which is Rs. 50000 ( Rs. Fifty Thousands only) in the favour of "**PAO, DGCA, MCA** payable at **NEW DELHI**". Successful bidder is solely responsible to furnish performance security in the form of bank demand

draft. However, any deviation during the tender by successful bidder, the performance security will be forfeited.

**(vi)** EMD money shall be forfeited if the bidder withdraws his bid during the period of Tender validity. However, the bids will be valid for a period of 90 days from the opening of the bids.

**(vii)** Successful bidder has to take charge of the services within a period which cannot be more than 30 days from the date of issue of award letter. However, the date of taking charge of services will be intimated to the successful bidder. Also, successful bidder has to furnish the acceptance of the award letter issued to him/her within 15 days from date of issue of award letter.

**(viii)** EMD money shall be forfeited if the successful bidder refuses to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the DGCA.

**(ix)** DGCA will be not held responsible to pay any interest, whatsoever, on EMD money and performance security.

## **9. PERFORMANCE SECURITY**

The successful bidder shall be required to furnish a Performance Security of Rs. 50,000/- within 15 days of receipt of "Award of Contract (AoC)" for an amount of Rs. 50000( Fifty thousands) in the form of bank demand draft in favour of **PAO,DGCA, MoCA** payable at **NEW DELHI**. No interest will be paid on performance security at any level.

## **10. Definition for default, Issue of Notice & Termination of Contract**

Default is said to have occurred:

**I.** If the selected vendor fails to deliver any or all of the services within the stipulated time frame prescribed in the time schedule or by the concerned department of DGCA from time to time.

**II.** If the selected vendor fails to deliver the desired quality services and he is noticed to remove the defects in the quality and after such notice period is over without removing the defects then the contract will be liable for termination on expiry of 15days from expiry of notice period ( i.e. 30 days from the issue of notice) is commenced.

## **11. Liquidated Damages:-**

If the selected agency fails to deliver any part or all the translated work within the specified period in the work order, the DGCA 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 10% of the delayed work value and the same shall be recoverable or deducted from the bill(s) due to the firm. The DGCA 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 :-**

**(a)** Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties.

**(b)** 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 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 Chief Justice of Delhi High Court will be approached for appointment the Arbitrator. The provisions of Arbitration and Conciliation Act, 1996, as amended will apply. The arbitration proceedings will be held in New Delhi. 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 as amended, or of any modifications or re-enactment there of including the rules framed there under.

**(c)** The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

**(d)** The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

**13. 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 min 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 ' DGCA ' 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 ` DGCA ' in writing of such condition and the cause thereof. Unless otherwise directed-by the ' DGCA ' 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. MISCELLANEOUS**

**14.1** The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

**14.2** The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

### **14.3 CLARIFICATION OF TENDER DOCUMENT**

(i) The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Asst, Director (OL), DGCA. Any type of clarification regarding work & tender etc., if required, the bidder can contact to OL Division of DGCA.

(ii) Except for any such written clarification by DGCA, which is expressly stated to be an addendum to the tender document issued by the OL division of DGCA, no written or oral communication, presentation or explanation by any other employee of DGCA shall be taken to be part of conditions of tender and shall not bind DGCA or fetter the DGCA under the contract.

(iii) Any bid of the bidder is liable to be rejected, summarily if the proposed bid is found to be deviated from the terms and conditions mentioned in the notice inviting tender.

### **14.4 PREPARATION OF BIDS**

#### **(i) Language**

Bids and all accompanying document shall be in English OR in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

(ii) The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid online.

(iii) One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

(iv) The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works completed in preceding three years, which were similar in nature and complexity as in the present contract .

### **14.5 BID PRICES:-**

(i) Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of translation work at DGCA, Opp Safdarjung Airport.

(ii) Conditional bids/offers will summarily be rejected. Also, the bids which are not conforming to terms and conditions of the tender document are liable for rejection out rightly.

### **14.6 CURRENCIES OF BID AND PAYMENT-**

The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.



#### **14.7 DURATION OF CONTRACT:-**

- (i)** The contract will be valid initially for ONE YEAR.
- (ii)** DGCA reserves the right to curtail, depending on the decision taken by competent authority, if any, the contract if the services were not found satisfactory.
- (iii)** DGCA may extend the contract on mutual consent on same rates and same terms and conditions, if the services provided by contractor are satisfactory to the satisfaction level of DGCA and such extensions, in any case, cannot be more than two extensions of one year each.

#### **14.8 FORMAT AND SIGNING OF BID:-**

- (i)** The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- (ii)** The documents comprising the bid shall be printed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- (iii)** The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by DGCA, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed and dated by the person or persons signing the bid.

#### **14.9 SUBMISSION OF BIDS:-**

- (i)** The bidder shall submit the Technical Bid and the Financial Bid online on central public procurement portal.
- (ii)** The submission of bids will imply that bidder has acquainted himself with the operational conditions of DGCA and has acquainted with terms and conditions of tender document, notice inviting tender, addendum, and corrigendum, if any.

**14.10** The bid should be submitted online in two packets only :-

##### **a) Technical Bid**

- 1)** Scanned copy of EMD.
- 2)** Self attested scan copy of PAN No. card of firm under Income Tax Act, GST Registration Number, and Valid Registration No. of the Agency/Firm.
- 3)** Scanned and signed copy of last three years (FY2014-15, FY2015-16, FY2016-17) income tax returns and Proof of Annual turnover for the same supported by audited Balance Sheet.

- 4) Signed and Scanned copy of proof of experience supported by documents from the concerned Government organizations
- 5) Signed & scanned copy of Annexure I,II,IV,V,VI,VII
- 6) Signed and scanned copy of GST registration, Firm Registration etc.

**b) Financial Bid**

**1) Price Bid**

- 2) The financial Bid should be submitted online and only highlighted fields must be filled and no values must be entered in the fields other than highlighted fields.
- 3) The bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

**14.11 Late and Delayed Tenders:-**

- i) Bids must be submitted in the portal of central public procurement portal well before the last date of submission of bid. DGCA may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of DGCA and the Bidder will be the same.
- ii) Any error occurred at the time of submission of the bids, as stipulated above, shall not be the responsibility of DGCA and any incomplete bid in any form will summarily be rejected.

**14.12 BID OPENING AND EVALUATION:-**

- i) The authorized representatives of the DGCA will open the Technical Bids. However, any bidder wishes to attend can do so without giving any prior intimation and also, if any bidder(s) fail to attend, DGCA is not responsible for this whatsoever.
- ii) The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- iii) Conditional bids will also be summarily rejected.

**14.13 RIGHT TO ACCEPT/REJECT BIDS:-**

- i) Normally, the tender will be awarded to the lowest bidder. However, DGCA is not bound to follow this in any situation whatsoever. Also, DGCA is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- ii) DGCA may terminate the contract or cancel the award letter if it is found that the contractor is black listed on previous occasions by the any of the Central or State Government/Departments/Institutions/Local Bodies/Municipalities/ Public Sector Undertakings, etc.

**iii)** Also, contractor has to submit an undertaking stated in a prescribed format as mentioned in Annexure-V

**iv)** DGCA may cancel the award of contract in the event of the successful bidder fails to furnish the Performance Security or fails to execute the agreement within the time specified.

**v)** In case any attempt is made by vendor to bring pressure towards DGCA's decision making process, such vendor shall be disqualified for participation in the present tender. Also, any act on the part of the tenderer to influence anybody in DGCA is liable to rejection of his tender.

**vi)** Upon verification, evaluation / assessment, if in case any information furnished by a vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

#### **14.14 Award of Contract:-**

**i)** DGCA will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

**ii)** DGCA will communicate the successful bidder by mail and fax provided and will be confirmed by letter sent to successful bidder by registered post/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Award of Contract (AoC)" shall prescribe the duration of contract and the amount which DGCA will pay to the contractor in consideration of the execution of services by the contractor as prescribed in the contract.

**iii)** The successful bidder will be required to execute an agreement in the form specified in Annexure-VII within a period of 30 days from the date of issue of Award of Contract. Decision of DGCA regarding satisfactory completion of the job will be final & binding on the Vendor. If the work is not found satisfactory then the Vendor may be asked to redo the work at no additional cost to DGCA. The Vendor shall be bound by any such decision/direction of DGCA officials.

**iv)** Failure to comply with the conditions governing this Contract, unsatisfactory work/workmanship shall subject the Vendor liable for Penalty and Termination of Contract.

**v)** "NOTICE TO PROCEED" means the notice issued by DGCA to the contractor communicating the date on which the work/services under the contract are to be commenced.

**vi)** If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Department.

**vii)** The contract period shall be twelve months from the date of the commencement of contract (as mentioned in Notice to Proceed or award of contract letter).

viii) Each page of the tender document should be signed and stamped by the vendor before uploading to the CPP portal.

ix) Tenders containing omissions and alterations are liable to be rejected. Where corrections are necessary, the same must be made in ink and all such corrections are to be attested by full signature of the authorized person(s) of vendor and dated.

x) The bidder shall treat the contents of the tender documents as private and confidential.

xi) In the event of the vendor's business or if any of its concerned division is taken over/bought over by another party, all the obligations and execution responsibilities under the tender/contract with DGCA shall be passed on for compliance to that new party, inheriting business operations from earlier assigned party/agency.

xii) The vendor should not assign or sublet or subcontract the contract or any part of it to any other agency. The penalty for non-compliance shall be revoking the contract and encashment of the Performance Security Deposit.

xiii) Incomplete and unsigned bids are liable to be rejected and no correspondence about such cases shall be entertained by DGCA.

xiv) DGCA will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

xv) DGCA also reserves the right to modify/relax any of the terms & conditions and/or cancel the tender without assigning any reason.

xvi) DGCA reserves the right to reject the lowest tender or any other tender or all the tenders and /or to accept any tender either in whole or in part without assigning any reason whatsoever and to cancel the bidding process at any time prior to award of contract without thereby causing any liability to the affected vendor or vendors or anybody else. The decision of the DGCA in this regard shall be final & binding on all the participating vendors.

#### **14.15 OBLIGATION OF THE CONTRACTOR:-**

**Preparation of 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.

i) 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.

ii) The incidental expenses of execution of Agreement/ Contract shall be borne by the successful bidder.

iii) The decision of DGCA arrived during the various stages of the evaluation of the bids is final and representation of any kind shall not be entertained on the above.

iv) In case the contractor is found in-breach of any condition(s) of tender or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the vendor and Performance Security Deposits shall be forfeited.

v) DGCA reserves the right for discontinuation of the service at any time by giving one month's notice if the services are found to be unsatisfactory and also DGCA has the right to award the contract to any other agency at the costs, risks and responsibilities of the current agency and excess expenditure incurred on account of this could be recovered from the Performance Security Deposit or pending bill or by raising a separate claim on defaulting service provider agency.

#### **14.16 INDEMNIFICATION**

DGCA will not be responsible for any injury or losses sustained by agency's personnel during the performance of their duties and also for any damages or compensation due to any dispute between the agency and its workers. With all the liabilities arising out of any provisions of any law / Acts / enactments / instructions in-force or enacted from time to time during the duration of this agreement, shall be the responsibility of the agency. Furthermore, the agency shall be responsible for the payment of compensation, insurance or other claims of its employees or any other kind what so ever. DGCA will not be responsible of being a principal employer for the employees deployed on the work by the agency. DGCA will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the vendor.

#### **14.17 APPLICABLE LAW**

i) The Contract shall be governed by the laws and procedures established by Government of India, within the frame-work of applicable legislations and enactments made from time to time concerning such techno commercial dealings/processing.

ii) All disputes in this connection shall be settled in Delhi jurisdiction only.

iii) DGCA reserves the right to cancel this tender or modify the requirement.

iv) DGCA also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.

v) DGCA in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

vi) Vendor has to follow all the provisions mentioned under Indian Contract Act,1862, Copy Right Act, Official Secrecy Act 1923 etc as applicable from time to time.

Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Agency and DGCA, during the period of the contract. Any default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD/Security deposit, accordingly.

(ABDUL AZIZ ANSARI)  
Joint Director

## ANNEXURE-I

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

### A. Technical Bid

Sl. No.	Description	Details	Page
1.	Name & address of the Firm with documentary evidence indicating that the Agency/ firm is located in Delhi		
2.	Contact details of the firm i.e. telephone /mobile no. and E-mail ID		
3.	Name of the contact person of the firm and contact details		
4.	Type of firm(sole/proprietor/partnership/other) -specify		
5.	Whether the bidder has submitted copies of the Owner's/ partner's or director's Master's degree in Hindi or in English and Bachelor's degree with Hindi & English as one of the subjects? And copies of the Diploma/Certificate course in Translation from English to Hindi or Vice-Versa only.		
6.	Bid Form (as per annexure-I)		
7.	Price Schedule as per Annexure-II indicating -Yes or No against each item. <b>(Price must not be indicated in this cover)</b>		
8.	Experience Certificate of three contracts with Govt. Ministries/ Offices/ PSUs/Autonomous bodies recognized by Govt. of India with satisfactory performance report. (During the last three years)		
9.	Proof of Annual Turn-over which should not be less than 3 lakh per year along with the audited Balance Sheet and Profit and Loss Account for the last three years		
10.	GST Registration no. (copy enclosed)		
11.	PAN no. ( scanned copy enclosed)		
12.	The Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Thousand Only) through a demand draft in favour of 'PAO' DG, CA, payable at New Delhi.		
13.	Copies of Income-Tax returns for the last three years (2014-15, 2015-16, 2016-17)		
14.	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**

<b>Sl. No.</b>	<b>Description</b>	<b>Yes or No</b>	<b>Page</b>
1.	Price Schedule as per Annexure -II.		

**Note:** Photocopies of all necessary documents duly self-attested must be scanned for verification of the information provided and submitted at the time of acceptance of award of contract. Also, every document whatsoever, attached or submitted in the bids must have self attestation of the firm's/agency's authorized signatory. Bids will summarily be rejected if any paper found with no self-attestation.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in notice inviting tender and undertake myself/ourselves abide by them. I/We\_\_\_\_\_ certify that all the information provided on previous page are true to the best of my knowledge.

Name of the bidder and Signature of the bidder with seal of the firm

**FINANCIAL BID FORM**

1.	Tender No. ....	Due Date: ..... at .....
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, GST Registration (Copy Enclosed)	
6.	Capacity in which bid is signed by the Bidder (Proprietor/Partner/Director)	
7.	Details of Earnest Money Deposit	
8.	Statement on letter head stating that the bidder has Not been Black-listed by any Ministry/ Department/ Organization.	
9.	Copies of Work order for the FY (2015-16 and 2016-17) Having value Rs. 2.5 Lakh per year and above.	
10.	Copies of Balance Sheet including P&L A/c for the financial Year (2014-15 & 2015-16) showing Turnover at least Rs. 5.0 Lacs and above.	
11.	Terms and conditions mentioned in the tender Document are Acceptable/Not-Acceptable	
12.	Deviation in Terms and Conditions (if any)	
13.	Firm Registration Certificate	

Signature of Bidder \_\_\_\_\_

Name in Block Letter: \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_



**Price Schedule**

<b>Sl. No.</b>	<b>Scope of Work</b>	<b>Rate (Per Thousand Words) In INR</b>	<b>GST (Per Thousand Words) in %</b>	<b>Total (Per Thousand Words)</b>
1.	Translation (English to Hindi and vice versa)			

1. Statutory or other levies, if any, will be paid as per prevailing Government norms.

**Time Schedule for execution of assigned work**

<b>S. N o.</b>	<b>Description of Work</b>	<b>Date of award of work</b>
1	2	3
A	Website content	As per work order
B	Any Other document as per requirement	As per work order

**UNDERTAKING**

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on \_\_\_/\_\_\_/2017.

Place:

Date: \_\_\_/\_\_\_/2017

Signature of the Tenderer  
Name of the Signatory

Name of the Firm/agency  
Seal of the Firm/Agency

**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/organisation 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/organisation 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)

**Directorate General of Civil Aviation**  
**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_ day \_\_\_\_\_ (Month)\_\_\_\_\_(Year) Between the President of India through \_\_\_\_\_ (Name and address of the Department) (hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_ , authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for undertaking translation work(English to Hindi & Vice-versa)of the Directorate General of Civil Aviation.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Notice Inviting Tender for Translation work(English to Hindi & Vice-Versa)
  - b. Award of contract;
  - c. Terms and Conditions;
  - d. Scope of Work;
  - e. Addendums, if any; and
  - f. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Translation work(English to Hindi & Vice-Versa) w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the Provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor For and on behalf of the DGCA Signature of the authorized official Signature of the authorized Officer

Name of the official Name of the Officer

Stamp/Seal of the Contractor Stamp/Seal of the Employer By the said By the said  
\_\_\_\_\_Name \_\_\_\_\_Name on behalf of the Contractor in on  
behalf of the Employer in the presence of: the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_