



सत्यमेव जयते

भारत सरकार

GOVERNMENT OF INDIA

कार्यालय, प्रधान आयकर आयुक्त (तकनीकी एकक)-1, मुंबई

OFFICE OF THE

PRINCIPAL COMMISSIONER OF INCOME-TAX (TU)-1, MUMBAI

कमरा संख्या-416, चौथी मंजिल, आयकर भवन, एम. के. रोड, मुंबई-400020

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No. Pr.CIT (TU)-1/Mum/Tender-Translation Services/2022-23

Date: 21.03.2023

NOTICE INVITING TENDER FOR TRANSLATION SERVICES

The office of the Principal Commissioner of Income Tax (Technical Unit) - 1, Mumbai invites sealed quotations for translation services in Indian languages i.e., Marathi, Gujarati and Konkani to English on regular basis for this office. The contract shall be initially for a period of twelve months.

2. The detailed tender document containing guidelines for submission of tender/quotations can be obtained by visiting the CPP Portal www.eprocure.gov.in/epublish/app or from the office of the Income Tax Officer (HQ) to the Principal Commissioner of Income Tax (Technical Unit) - 1, Mumbai at Room No.448, 4th Floor, Aayakar Bhavan, M.K.Road, Mumbai – 400 020.

3. Bidders are required to give a demand draft of Rs.500/- (NON-REFUNDABLE) issued by any Scheduled Commercial Bank drawn in favour of **Zonal Accounts Officer, CBDT, Mumbai** shall be furnished alongwith the Tender Document. The bids which are not accompanied by demand draft will be rejected.

4. The last date of receipt of sealed quotations for the above work contract is **10.04.2023 at 12.30 P.M.**

5. The 'technical bid' will be opened at **03.00 P.M on 10.04.2023** and the 'financial bid' will be opened at **03.00 P.M on 18.04.2023** in the presence of Tender Committee Members.



m.rahate
(MANISHA N. RAHATE)

Income-tax Officer (HQ) to the Pr. CIT(TU)-1,
Mumbai.

TENDER FOR HIRING OF TRANSLATION SERVICES

The Principal Commissioner of Income Tax (Technical Unit) - 1, Mumbai invites tenders from reputed and experienced bidders to provide translation services in Indian languages i.e., Marathi, Gujarati and Konkani to English on regular basis. The contract will be initially for a period of twelve months, which may be further extended.

1. Bid Submission:-

- a. Bid has to be submitted subject to the following Technical and Financial Eligibility Criteria and terms & conditions.
- b. Sealed tender documents should be submitted by the eligible bidders prior to the closing date and time of tender. Once the tender is submitted no withdrawal will be allowed. For the purpose of this tender, the definition of eligible bidders is as under:-
 - i. Bidder should have valid PAN;
 - ii. Bidder should have valid GST Registration Number;
 - iii. Valid proof of address of the Bidder;
 - iv. Copy of Aadhar Card in case of individual.
 - v. Bidder should produce the copy of return of income for the latest financial year.
- c. The bid shall consist of two parts (i) 'Technical bid' and (ii) 'Financial bid'. All the information sought under the head 'Technical Eligibility Criteria' is to be given in technical bid, while the price quoted by the bidder will have to be mentioned only in the 'Financial bid'.
- d. Bidders are required to give a demand draft of Rs.500/- (NON-REFUNDABLE) issued by any Scheduled Commercial Bank drawn in favour of **Zonal Accounts Officer, CBDT, Mumbai** alongwith the Tender Document. The bids which are not accompanied by demand draft will be rejected.
- e. The sealed envelope of tender document containing separate sealed envelopes of technical bid and financial bid must be dropped in the tender box kept in the office of the Income Tax Officer (HQ) to the Principal Commissioner of Income Tax (Technical Unit) - 1, Mumbai at Room No.448, 4th Floor, Aayakar Bhavan, M. K. Road, Mumbai - 400 020. The bids of all parties whose financial bid is not in a separate envelope or the rates quoted by them find mention in their technical bid, shall be rejected forthwith.
- f. No opportunity shall be given to the bidders to modify or withdraw the tender at any stage during the validity period. Incomplete tender or tenders submitted without qualifying conditions or with conditions at variance with the terms and conditions of tender are liable to be rejected.
- g. Decision of the Principal Commissioner of Income Tax (Technical Unit) - 1, Mumbai in all the matters concerning the tender will be final and binding on all. The Principal Commissioner of Income Tax (Technical Unit) - 1, Mumbai has the right to cancel all or

part or any tender without assigning any reason thereof.

- h. The 'Financial bids' of only those parties shall be opened whose 'Technical bids' are found to be eligible. **The 'technical bid' will be opened at 03.00 P.M on 10.04.2023 and 'financial bid' will be opened at 03.00 P.M on 18.04.2023 in Room No. 450, Aaykar Bhawan, M.K. Road, Mumbai** in the presence of Tender Committee and one representative of each of bidders who wishes to be present. The decision of Tender Committee shall be final with regard to technical bids.

2. Reserved Bid Price:-

The maximum rate for translation services as approved by the Tender Committee are as follows:-

S. No.	Item for which rates are to be quoted	Rate (in Rs.) exclusive of taxes
1	Translation Charges (per word) for translation of documents from Marathi, Gujarati and Konkani to English including typing, vetting, proof reading, comparison and making complete set in soft and hard copy.	Rs. 1.50 per word

3. Technical Eligibility Criteria:-

The bidder must fulfill the following technical specifications in order to be eligible for award of the contract. The duly filled Technical bid document in **Annexure-I** and the following documents duly indexed, numbered and self-attested/certified should be submitted.

- 1) The registered office of the bidder should be located in India. Following document should be enclosed as an evidence for the same:-
 - a. An attested copy of the registration certificate of office; OR
 - b. GST registration certificate showing principal place of business; OR
 - c. Udyam Registration Certificate (in case of MSE) showing principal place of business.
- 2) The bidder must have a minimum of three years' experience (ending month of January, 2023 prior to bid opening) in providing translation services in Indian languages i.e., Marathi, Gujarati and Konkani to English on regular basis to any Central / State Govt. Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be submitted along with bid in support of having provided services during each of the year.
- 3) The bidder should have its own Bank Account. The bank details including Bank Name, Bank Account Number and IFSC Code should be provided.

- 4) The copy of the PAN card shall be attached with the bid document.
- 5) Copy of Aadhar Card in case of individual shall be attached with the bid document.
- 6) The bidder should be registered with GST. The copy of the registration shall be attached with the Bid documents.
- 7) Bidders are required to give a demand draft of Rs.500/- (NON-REFUNDABLE) issued by any Scheduled Commercial Bank drawn in favour of **Zonal Accounts Officer, CBDT, Mumbai** alongwith the Tender Document. The bids which are not accompanied by demand draft will be rejected.
- 8) An affidavit that the bidder has not been blacklisted by any Central Government Department/State Government Department/Ministries/PSUs/Banks/Public Sector Companies must be furnished with the technical bid.
- 9) The bidders whose technical bids are found to be eligible will be provided with sample documents to be translated in all the three languages viz., Marathi, Gujarati and Konkani as applicable as per their bid document. The translated documents will be evaluated by the In-house Panel of Officers/Officials and the eligible bidders will be shortlisted. **The 'Financial bids' of only those bidders shall be opened whose 'Technical bids' are found to be eligible.**

4. Financial Bid:-

S. No.	Item for which rates are to be quoted	Rate (in Rs.) quoted by Bidders	Remarks
1.	Translation Charges should be quoted (per word) for translation of documents from Marathi, Gujarati and Konkani to English including typing, vetting, proof reading, comparison and making complete set in soft and hard copy.		

- In case of a tie in the above rate, the deciding factor will be the experience of the bidder in providing the translation services and the number of translators available with the service provider.
- Rate should be exclusive of taxes.
- The contract will be awarded to the successful lowest bidder in respect of each of the three languages viz., Gujarati, Marathi and Konkani.
- The duly filled Financial Bid document as per enclosed **Annexure-II** should be submitted.

Note: The Evaluation Committee will consider successful L-1 bidder for contract and if L-1 bidder fails to provide the translation services on the prescribed norms, Evaluation Committee reserves the right to consider the subsequent successful bidder (L-2).

5. Terms and Conditions of the Contract:-

A. General:-

1. The contract will be initially for a period of twelve months and will commence from the date of signing of the agreement which may be extended for a further maximum period of six months with mutual consent on the same rates, terms & conditions depending upon the requirement and administrative convenience of the Principal Commissioner of Income Tax (Technical Unit) - 1, Mumbai, who reserves the right to terminate/ curtail the contract at any time after giving one week's notice without assigning any reason thereof.
2. Service Provider will be responsible to provide the translation services in Indian languages i.e., Marathi, Gujarati and Konkani to English.
3. The bidder should have sufficient numbers of translators having adequate experience in providing translation services in Indian languages i.e., Marathi, Gujarati and Konkani to English. Service Provider should give a certificate regarding qualification and experience of the translators whose services are availed in translating work assigned to the said agency.
4. Assigned work is required to be translated precisely from Marathi, Gujarati, Konkani to English in Unicode enabled Font as advised by the concerned authority through available mode of communication. Since the assigned work will be of time bound in nature, it will be required to be provided within the prescribed time limit (within 7 days from the date of receipt of mail) while maintaining the quality of translation, typing and vetting. Thereafter, the quality and accuracy will be checked by the department. Corrections if any, are to be carried out by the Agency / Firm at its expenses. No payment/compensation etc., would be given for carrying out corrections.
5. Translation work to be assigned could be any nature viz., Sale Deeds, Trust Deeds, Legal Matters and all other matters pertaining to Income-tax Department.
6. The successful bidder (i.e., selected agency / Firm) would work from their premises. All manpower/equipment/hardware/software etc., required for the tendered work should be arranged by the Agency / Firm at their cost. The Buyer will not provide any office space, computers, internet, telephone, etc., for the translation works. The Buyer will not provide any stationery, papers, CDs etc., for this purpose.
7. Translation charges (inclusive of translation, vetting, typing and proof-reading charges) per word should be quoted in the Financial Bid of the tender. No other payment whatsoever will be made for any activity/visit connected with the work other than agreed translation charges.

8. The Service Provider shall translate the content on the basis of grammar, syntax and tenses, basis which the accuracy of the deliverables will be measured.
9. Service Provider will proof read and verify the translated contents of all languages through reputed expert (Content Validate) to ensure accuracy of contents.
10. Service Provider must ensure that:-
 - a. the delivered translated text is complete (no omissions or additions are permitted);
 - b. the translated text is a correct accurate and consistent rendering of the source text;
 - c. the terminology and lexis used are consistent throughout the text and with any relevant reference material;
 - d. sufficient attention has been paid to the clarity of the translated text;
 - e. the translated text contains no syntactical, spelling, punctuation, typographical or other grammatical errors;
 - f. the formatting of the original content has been maintained (including codes and tags if applicable);
 - g. any specific instructions given by the Buyer are followed and the agreed deadline is scrupulously respected.
11. Translation of content, to be done through resource persons/licensed software of the Service Provider and not through the auto-translate software such as Google Translate, etc.
12. The Service Provider should adhere to timelines and accomplish the tasks within timeline specified by the Buyer. In case of deviation, payment shall be held back for one month.
13. In case of content change, the Service Provider should translate/convert the contents accordingly, as per the direction of the Buyer.
14. The Buyer reserve the rights to check the language proficiency of the personnel of the Service Provider.
15. The software licenses required if any will have to be procured by the selected Service Provider at its own cost. The Buyer shall not bear any cost for the procurement of Software licenses. The system software licenses required (if any) shall be genuine, perpetual, unrestricted providing patches, fixes, security updates directly from the OEM at no additional cost to the Buyer for the entire period of contract.
16. Contents translated should also be compatible with mobile devices such as Apple/Android and should be able to run on all popular browsers.
17. The Service Provider shall at all times ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, notifications, recommended practices and guidelines etc., and no liability in this regard will be attached to the Buyer.

- 18. Correction of Defects:** The Service Provider shall categorically undertake to promptly remove all defects and deficiencies and shall make necessary corrections in the work submitted by the Service Provider within the timeframe specified by the Buyer from the date of receipt of information of such defects from the Buyer.
- 19. Data Protection:** To the extent the Service Provider collect, use, store or otherwise process (collectively, "Process") Confidential Information that can be linked to specific individuals ("Personal Data") in connection with the performance of their Services under a contract, the Service provider shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "Act"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Rules"). Without prejudice to the generality of the preceding clause, the Service Provider represents that the Service Provider shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules ("Data Protection Procedures"). The Service Provider shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order with the prior written consent of the Buyer. The Service Provider shall not retain/store Personal Data for longer than is reasonably required for the performance of their Services and the Service Provider shall not process the personal data in any manner whatsoever, except for the purpose of this Agreement. The selected agency / firm shall be solely responsible for maintaining complete confidentiality of the contents/documents/action that may become known to it in the process of its work and any failure on this count shall attract strict action as per law and would make the party liable for termination.
- 20. Indemnification:** The Service Provider shall be fully responsible for the actions of their representatives/employees/team members and shall fully indemnify the Buyer for any kind of losses or damages caused to the Buyer owing to any deficiency in services of Service Provider. The Buyer shall not be responsible for any claim from any third party owing to any incorrect or any deficiencies in the services rendered by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.
- 21. Termination:** The Buyer may terminate the contract of the agency in case of occurrence of any of the events specified below:-
- a. If the agency becomes insolvent or goes into compulsory liquidation.
 - b. If the agency, in the judgement of Technical Unit has engaged in corrupt or fraudulent practices in competing for or in executing this contract.
 - c. If the agency submits to the Technical Unit a false statement which has a material effect on the rights, obligations or interest of the Technical Unit.

- d. If the agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Technical Unit.
 - e. If the agency fails to provide the quality services as envisaged under the terms of this tender.
22. **Subcontracting:** The bidder/agency so selected should have the capability to perform the entire scope of work without outsourcing the same to any third party in any manner.
23. Translation work may be given even in odd hours through e-mail which would be required to complete on urgent basis within the prescribed time limit with accuracy.
24. The Service Providing Agency/its translators would be required to be in constant communication with the concerned officials of the Technical Unit through email/phone till the task is completed satisfactory.
25. The Service Provider has to provide services on 24X7 basis.
26. After empanelment of service provider and award of contract, if any service provider is not able to provide the translation services as per the specifications, this office will be free to hire the translators from other empanelled service providers or from outside at the rate at which the tender was awarded.
27. The service provider submitting a tender would be presumed to have read and fully understood all the terms and conditions and instructions contained in the tender documents and parts / annexure thereof. No enquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
28. No additional terms and conditions over and above the conditions stipulated above shall be entertained by the Principal Commissioner of Income Tax (Technical Unit)-1, Mumbai.
29. The tenderer is at liberty himself or authorize, not more than one representative to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

B. Terms of Payment:-

- 1. Translation charges (inclusive of translation, vetting, typing and proof-reading charges) per word should be quoted in the Financial Bid of the tender. No other payment whatsoever will be made for any activity/visit connected with the work other than agreed translation charges.
- 2. The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
- 3. The successful bidder who has been awarded the contract shall submit the bills within a week of expiry of a month indicating full description.
- 4. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

5. The Principal Commissioner of Income Tax (Technical Unit)-1, Mumbai shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in the contract.
6. The term 'payment' mentioned in this para includes all types of payment due to the bidder arising on account of this contract excluding Earnest Money/Security deposit governed by the separate clauses of the contract.
7. Payments subject to Tax Deduction at Source (TDS) shall be processed on the submission of the complete documents.

C. Penalty Clause:-

1. In case of delay/untimely submission of work/assignments, a penalty of 0.5% of the contract value per day subject to a maximum of 10% of contract value will be charged as Liquidated Damages on the agency.
2. If the above default continues on regular basis, the Principal Commissioner of Income Tax (Technical Unit)-1, Mumbai reserves the right to cancel the contract without giving statutory one month's notice. The unsatisfactory services rendered may also lead to blacklisting of the service provider.

D. Condition in case of dispute:-

1. All disputes / differences / interpretations whatsoever arising between the parties out of or relating to the meaning, operation or effect of the contract or on the breach thereof shall be referred to the Principal Commissioner of Income Tax (Technical Unit)-1, Mumbai or his/her nominees who will act as the sole arbitrator and the decision of the Principal Commissioner of Income Tax (Technical Unit)-1, Mumbai shall be final and binding on both parties.
2. Decision of the Principal Commissioner of Income Tax (Technical Unit)-1, Mumbai in all the matters concerning the tender will be final and binding on all. The Principal Commissioner of Income Tax (Technical Unit)-1, Mumbai has the right to cancel all or part of the Tender Process or tender / contract at any time without any notice and without assigning any reason thereof.
3. At any point of time if it is found that the conditions are violated, the following actions shall be taken against the service provider:-
 - i. The Contract will be cancelled forthwith and the service provider will be blacklisted.
 - ii. The legal actions as per the relevant provisions of Criminal/Civil Procedure Code will be taken.
 - iii. Any expenses if incurred by the department on legal proceeding or otherwise due to the default caused by the service provider, will have to be borne by the service provider.

The sealed envelope of tender document containing separate sealed envelopes of technical bid and financial bid must be dropped in the tender box kept in the office of the Income Tax Officer (HQ) to the Principal Commissioner of Income Tax (Technical Unit) - 1, Mumbai at Room No.448, 4th Floor, Aayakar Bhavan, M. K. Road, Mumbai - 400 020.

The tenders will be accepted upto 12:30 PM on 10.04.2023. All the bidders, who fulfill the above terms and conditions may submit their bids well in advance to the last date of bidding, so that there is no cause of any grievance due to technical / any other difficulties on the last date of Bidding.

The 'technical bid' will be opened at 03.00 P.M on 10.04.2023 and 'financial bid' will be opened at 03.00 P.M on 18.04.2023 in Room No. 450, Aaykar Bhawan, M.K. Road, Mumbai in the presence of Tender Committee Members and one representative of each of bidders who wishes to be present and informed through e-mail/by post/by telephone to the bidders. Please take note that the L-1 will be decided on the basis of eligibility criteria mentioned above out of the bids received.

Annexure-I

Technical Bid Document

1. Name, Registered Address, Email ID and Phone Number of Service Provider :
2. Name, Address and Mobile No. of the Proprietor/Partner/Directors of the concern :
3. PAN of the bidder :
(Photocopy of the PAN Card should be enclosed)
4. GST Registration No. of the bidder :
(Photocopy of the GST Registration Certificate should be enclosed)
5. Years of Experience in the field :
6. Bank Account Details (Bank Name, Account No, Branch Address, IFSC Code):
7. Copy of the latest Income-tax Return should be enclosed.
8. Details of the Translators available with the bidder:

S No	Name of the Translator	Qualification	Experience

I/We hereby declare that the above mentioned particulars are true and correct.

I/We have thoroughly examined and understood all the terms and conditions as contained in the document and agree to abide by them.

Signature of Bidder:

Name:

Seal/Stamp:

Capacity in which Signed:

Date:

Place:

Annexure-II

Financial Bid Document

1. I/We quote the rates as under:-

S. No.	Item for which rates are to be quoted	Rate (in Rs.) exclusive of taxes
1	Translation Charges should be quoted (per word) for translation of documents from Marathi, Gujarati and Konkani to English including typing, vetting, proof reading, comparison and making complete set in soft and hard copy.	

NOTE: The bids of all parties where rates quoted by them find mention in their technical bid, shall be rejected forthwith.

2. I /We have thoroughly examined and understood the terms and conditions of the tender issued by the Income Tax Department, Mumbai.
3. I/We shall bound by the terms and conditions laid down in the tender is enclosed.
4. I/We hereby declare that the entries made in this tender form are correct to the best of my/our knowledge.

Signature of Bidder:

Name:

Seal/Stamp:

Capacity in which Signed:

Date:

Place: