

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS-

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER PR2631974	PAGE 1 OF 11
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2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE July 2, 1013
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME Edith A. Davis	b. TELEPHONE NUMBER (No collect calls) 91-11-2419-8278	8. OFFER DUE DATE/ LOCAL TIME July 11, 2013/ 1200 hrs
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9. ISSUED BY American Embassy – New Delhi, India Gate C, Chandragupta Marg Chanakyapuri, New Delhi – 110 021	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ___ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO PAS, American Embassy – New Delhi, Shantipath, Chanakyapuri New Delhi – 110 021	CODE	16. ADMINISTERED BY Contracting Officer, American Embassy Chanakyapuri, New Delhi – 110 021, India	CODE
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17a. CONTRACTOR/OFFERER	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Finance Management Officer American Embassy, Chanakyapuri New Delhi – 110 021, India	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	Translation of American Embassy website into Hindi	400,000	Words		
2.	Translation of American Embassy website into Urdu	400,000	Words		
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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## Solicitation Document for PR2631974

### A. Price and Payment

#### A.1. Price

The Government will pay for services under this contract at a fixed rate per English word. This applies to translations of the American Embassy website into Hindi and Urdu or to translations from English. The COR shall determine the number of English words. This rate shall cover all costs associated with the translation requirements, including preparation of the translation, materials, overhead and profit. The Government will not pay any additional expenses.

The rate for this contract will be in INR *and it* shall be \_\_\_\_ in INR) per English word for Hindi Translation.

The rate for this contract will be in INR *and it* shall be \_\_\_\_ in INR) per English word for Urdu Translation.

CLIN	Item Description	Unit of Issue	Quantity	Unit price (INR)	Total Price (INR)
0001	Translation of American Embassy Website into Hindi	Words	400,000		
0002	Translation of American Embassy Website into Urdu	Words	400,000		
0003	Value Added Tax or other sales tax (if applicable)				
	<b>Total Price</b>				

Service Tax Exemption Certificate will be provided by the U.S. Embassy, New Delhi.

#### A.2 Payment

Monthly Partial progressive payment is authorized, during performance of the contract, invoice to be duly certified by the COR. Vendor can submit invoice for the

services provided. Partial payments are only authorized for up to 50 percent of the total contract cost. Please note that USG does not make advance payments.

The remainder of the balance due will be paid upon successful completion of the event for the services provided during performance of the contract, duly certified by the COR. The Contractor shall not submit an invoice for payment until all requirements identified in this contract have been completed and delivery to the COR is complete. The COR shall calculate the number of words which the contractor shall include in its invoice.

The Contractor shall submit an invoice for payment in the proper amount in INR at the following address:

Attn: FMO  
American Embassy, New Delhi  
Shantipath, Chanakyapuri  
New Delhi – 110 021

## B. Definitions

"COR" means Contracting Officer's Representative; see FAR 52.212-4 Contract Terms and Conditions – Commercial Items, in Section 2.

"Government" means the United States Government unless otherwise stated.

## C. General Work Requirements

C.1. The Contractor shall perform non-personal translation services conforming to high professional standards. The Contractor shall:

C.2. Translate from English into Hindi and Urdu, producing full, idiomatic translations of the full range of text, pages, and fields from the U.S. Embassy New Delhi website of varying complexity including but not limited to transcripts, speeches, regulations, instructions, frequently asked questions (FAQs), press stories, and advisories.

C.3. Properly convey the substance of the words and information to be translated, conducting requisite research and with attention to detail and nuances. The Contractor shall prepare a translation that can be readily understood by the intended target audience. The Contractor shall resolve linguistic problems as they arise and coordinate the work with others as necessary and as directed by the Contracting Officer's Representative (COR).

C.4. Display fluent written command of English, Hindi and Urdu, covering a wide range of terminology and specialized vocabulary in many fields. The translated material may be for the information of the Embassy/Consulate or for publication and dissemination. Translations shall be of such quality as to accuracy, terminology, and style that they require minimal review and no corrections by the Embassy/Consulate. The Government may require the Contractor to compare the English and foreign language versions of texts

of treaties, agreements, and other documents for conformity of meaning prior to signature and publication.

This is a contract for the translation (English to Hindi and English to Urdu) of the entire Embassy of the United States New Delhi English language website. The website is found at <http://newdelhi.usembassy.gov/>

The following are requirements under the contract:

1. Each and every translation must convey exactly the same meaning, tone, and level of sophistication as the English language text on the website. Translations done by computer software will not be accepted. Translations must be done by persons who are native Hindi, Urdu, and English readers and writers. The translators must not only know the language but must be conversant with the usage, diction, syntax and the construction of English to Hindi and English to Urdu translations.
2. Translations must transfer the meaning and tone of the English being translated. The mere transfer of words or word-for-word translation is not acceptable. Correct grammar, word order, and wording must be used to translate the meaning and tone of the English being translated.
3. Translations must be proofread by the translator before being submitted to the Contracting Officer's Representative (COR) or designees. Proofreading must be done in two stages: First, a proofreading and editing done without reference to the English language text on the website must be done to ensure the translation reads well in the target language and is free of mistakes in grammar, syntax, and word choice. Second, a comparison of the translation with the English language text on the website to make sure that is translated accurately must be done.
4. The final translated document submitted to the COR or designees must be perfect.
5. Any of the following will be deemed an error: each missing word, each incorrect use of word, each missing punctuation, each grammatical error. Any page that is deemed by the COR or designee (at their sole discretion) to fail to convey exactly the same meaning, tone, and level of sophistication as the English language text on the website or contains 5 or more errors will be sent back to the contractor. This contract is terminable at the sole discretion of the COR if, at any time, cumulatively, three or more pages out of 10 translated pages are returned to the contractor.
6. Translations submitted must be in Unicode.

D.1. Translation Requirement. This is a contract for the translation (English to Hindi and English to Urdu) of the entire Embassy of the United States New Delhi English language website. The website is found at <http://newdelhi.usembassy.gov/>

Pages at the following URLs need not be translated into Hindi and should not be priced in bidding.

#### **ABOUT US**

<http://newdelhi.usembassy.gov/about-us.html>

[http://newdelhi.usembassy.gov/contact\\_us\\_2.html](http://newdelhi.usembassy.gov/contact_us_2.html)

<http://newdelhi.usembassy.gov/hours2.html>  
<http://newdelhi.usembassy.gov/holidays.html>  
<http://newdelhi.usembassy.gov/ambpowellnj.html>

## **VISA**

<http://newdelhi.usembassy.gov/visas.html>

## **NEWS AND EVENTS**

[http://newdelhi.usembassy.gov/news\\_from\\_washington.html](http://newdelhi.usembassy.gov/news_from_washington.html)  
[http://newdelhi.usembassy.gov/latest\\_ambassy\\_news.html](http://newdelhi.usembassy.gov/latest_ambassy_news.html)  
<http://newdelhi.usembassy.gov/amcenterbulletin.html>

## **BUSINESS**

<http://newdelhi.usembassy.gov/businessinusa.html>  
<http://newdelhi.usembassy.gov/businessfaqs.html>  
[http://newdelhi.usembassy.gov/types\\_of\\_visas.html](http://newdelhi.usembassy.gov/types_of_visas.html)  
[http://newdelhi.usembassy.gov/types\\_of\\_visas/tourism-/-business.html](http://newdelhi.usembassy.gov/types_of_visas/tourism-/-business.html)  
[http://newdelhi.usembassy.gov/types\\_of\\_visas/students-f-and-m.html](http://newdelhi.usembassy.gov/types_of_visas/students-f-and-m.html)

### **D.2 Contracting Officer's Representative (COR)**

The Contracting Officer's Representative (see clause 652.242-70 in Section 2 Addendum) will provide specific guidance and answer questions relative to the requirement described in paragraph D.1, above. The COR for this contract is:

***Assistant Information Officer, Public Affairs Section, New Delhi***

D.3 The Contractor shall deliver a complete and full translation of the entire Embassy of the United States New Delhi English language website listed in paragraph D.1, above, by ***COB, September 30, 2013***. Once this contract is signed by the Contractor and the Embassy, a minimum of 8 different pages per business day shall be translated and delivered. The COR will provide an initial schedule for translation of the website into Hindi and Urdu, which, once agreed to by the Contractor, will be part of the work required of the Contractor to be performed by the Contractor under the standards set in Sections C and D. The Contractor shall deliver all materials to the COR via e-mail, at the following addresses:

[LohPA@state.gov](mailto:LohPA@state.gov)  
[HasanSZ@state.gov](mailto:HasanSZ@state.gov)  
[MahipalX@state.gov](mailto:MahipalX@state.gov)

E.1 Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

<b>Performance Objective</b>	<b>Work Requirements Para</b>	<b>Performance Threshold</b>
<p><b><u>Services.</u></b>            Performs all translation services set forth in the general and specific work requirements            Any of the following will be deemed an error: each missing word, each incorrect use of word, each missing punctuation, each grammatical error. Any page that is deemed by the COR or designee (at his or their sole discretion) to fail to convey exactly the same meaning, tone, and level of sophistication as the English language text on the website or contains 5 or more errors will be sent back to the contractor.</p>	<p>All work covered in paragraphs in Section C., and all work covered in paragraphs in Section D.</p>	<p>All required services are performed and at any time, no more than three (3) pages per 10 translated pages are submitted are returned to the contractor for correction.</p>
<p><b><u>General Work Requirements.</u></b>            Complies with all General Work requirements (including but not limited to [personnel and other requirements) in Section C and all Translation Requirements (including but not limited to format and delivery requirements) in all Sections entitled D (D.1, D.2, D.3, etc.).</p>	<p>All requirements in Sections C and D.</p>	<p>All requirements must be met and deviation from requirements is not permitted.</p>
<p><b><u>Quantitative Requirements.</u></b>            A minimum of 8 different website pages per business day shall be translated and delivered. The COR will provide an initial schedule for translation of the website into Hindi and Urdu, which, once agreed to by the Contractor, will be part of the work required of the Contractor to be performed by the Contractor under the standards set in Sections C and D.</p>	<p>All requirements in Sections C and D.</p>	<p>The minimum of 8 different website pages per business day translated (into Hindi and Urdu) and delivered must be met. Compliance with the initial schedule for translation of the website must be met by each day specified and with the website pages specified.</p>

E.1.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.1.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions- Commercial Items), if any of the services exceed the standard.

E.1.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

**SOLICITATION PROVISIONS**

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN2008), is incorporated by reference.

ADDENDUM TO 52.212-1

Summary of instructions: Each offer must consist of the following:

Information demonstrating the offeror's/quoter's ability to perform, including:

**PROPOSED WORK INFORMATION** - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project; and

**EXPERIENCE AND PAST PERFORMANCE** - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

Customer's name, address, and telephone numbers of customer's lead contract and

Technical personnel;

Contract number and type;

Contract total value after completion of work;

Brief description of the work, including responsibilities;

## **LICENSES**

A copy of the company registration with the registrar of companies, India

## **ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

## TECHNICAL EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.
- The Government will determine the translating ability of the offer by assessing the sample translated document attached to this solicitation for translation by the offeror according to the following criteria:
  7. The translation must convey exactly the same meaning, tone, and level of sophistication as the English language text on the website. Translations done by computer software will not be accepted. Translations must be done by persons who are native Hindi, Urdu, and English readers and writers. The translators must not only know the language but must be conversant with the usage, diction, syntax and the construction of English to Hindi and English to Urdu translations.
  8. Translations must transfer the meaning and tone of the English being translated. The mere transfer of words or word-for-word translation is not acceptable. Correct grammar, word order, and wording must be used to translate the meaning and tone of the English being translated.
  9. Translations must be proofread by the translator before being submitted. Proofreading must be done in two stages: First, a proofreading and editing done without reference to the English language text on the website must be done to ensure the translation reads well in the target language and is free of mistakes in grammar, syntax, and word choice. Second, a comparison of the translation with the English language text on the website to make sure that is translated accurately must be done.
  10. The final translated document must be perfect.
  11. Any of the following will be deemed an error: each missing word, each incorrect use of word, each missing punctuation, and each grammatical error, failure to convey exactly the same meaning, tone, and level of sophistication as the English language text.
  12. Translations submitted must be in Unicode.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.