

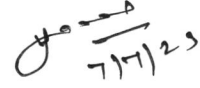
RAJASTHAN HIGH COURT BENCH, JAIPUR

No. /RHCB/STORE/2023-24/ 09

Date: 07.07.23

Notice Inviting E-Bid

E-Bid for **procurement for translation services** for translation of **judgment of Hon'ble Supreme Court and Hon'ble High Court** are invited from the eligible bidders. Estimated cost of Rs.20.00 Lacs. The bearing UBN No. ~~H.C.J. 2324 W.S.R.C. 00003~~ Last date of submission of online bids is 28.07.2023 up to 05.00 pm.

A handwritten signature in black ink, followed by the date '7/7/23' written below it.

REGISTRAR (ADMN.)

RAJASTHAN HIGH COURT BENCH, JAIPUR

Bid Ref. No. /RHC/B/STORE/2023-24/ 09 : Date: 07.07.23

Downloading of bid document
Start Date and time : 11.07.2023 05.00 pm.

Clarification start date : 14.07.2023 10.00AM

Clarification end date : 20.07.2023 5.00PM

Pre-Bid conference : 21.07.2023 1.00PM

Last date and time of
submission of online bid : 28.07.2023 5.00PM

Last date and time to deposit physical
form of DD/BC for cost of bid document.
RISL processing fees and Bid security : 31.07.2023 1.00 PM

Technical Bid opening date and time : 31.07.2023 3.30 PM

Cost of bid document : Rs. 500/-

RISL processing fee : Rs. 500/-

Estimated cost : Rs. 20.00 Laes.


REGISTRAR (ADMN.)

BID DOCUMENT

The Registrar (Admn.), Rajasthan High Court Bench, Jaipur invites bids from reputed agencies, for procurement of translation services for translation of Judgements of Hon'ble Supreme Court and Hon'ble High Court.

(A) Scope of work:

1. The work would include the following:

- i. Translation of Judgements of Hon'ble Supreme Court and Hon'ble High Court alongwith other documents from English to Hindi and vice versa Translation of material is to be done with the help of Supreme Court Vidhik Anuwad Software (SUVAS) tool.
- ii. The original text will be provided to the selected service provider in soft copy and the selected service provider shall conduct translation work at his own premises.
- iii. The selected service provider shall provide translated material in soft copy in a haddisk of computer to store for future in PDF format.
- iv. The selected provider shall provide hard copy of translated material on demand printed on 80 GSM photostat paper

2. OTHER CONDITIONS:

- i. **Turn-around time:** The selected service provider shall complete the translation work of 25,000 pages as early as possible but not later then 6 months from the date of signing the agreement. Delay in the work performance will be dealt according to RTPP rules 2013.
- ii. Page margin, page setting, font size, line space and other specification of the soft copy/hard copy must be according to original text and page format to be legal size.
- iii. The selected bidder shall provide main soft copy of the translated material in hard-disk.
- iv. The service provider shall attend all the meeting as may be convened by the RHCB, Jaipur for review of the work.
- v. The selected service provider shall incorporate all the comments and observation as may be made by the RHCB, Jaipur in the work.
- vi. The translation work is to be duly certified by the selected service provider.
- vii. Point(s) of Contact (POC) - The bidder shall designate key personnel as POC(s) for coordination of file transfer method(s), turnaround times, translation delivery, feedback and serve as general contract liaison.

3. Quality Check

- i. Necessary proof reading of the material translated for its authenticity will be the responsibility of the Selected Service Provider. In case of negligence, it will be the responsibility of the Selected Service Provider.
Selected Service Provider must ensure:
 - ii. Delivered target text is complete – no omissions and additions are permitted
 - iii. The target text is faithful, accurate and consistent rendering of the source text
 - iv. terminology and lexis used are consistent with the source text
 - v. target text has no syntactical, spelling, punctuation, typographical or other grammatical errors
 - vi. any specific instructions given by the authorising department are followed and agreed deadline is scrupulously respected
 - vii. Any errors in the deliverables must be corrected by the bidder free of charge immediately and corrected text must be returned immediately.
 - viii. The RHCB, Jaipur will also provide regular feedback on the quality of translation, based on which improvements shall be made in the quality of the output by the Selected Service Provider.

4. Confidentiality & Secrecy

- i. Secrecy of the matter given should be maintained at all times by the Selected Service Provider.
- ii. Selected Service Provider shall be required to acknowledge that the copyright of the translated text, whether from English to Hindi or vice versa rests with the RHC, Jaipur. The Selected Service Provider has to unconditionally undertake and agree to indemnify RHC, Jaipur for any claim in any manner for ownership of the publication/document/or any part thereof if preferred by any party regarding the content or text.
- iii. The Service Provider so selected will not be authorized to reproduce/reprint/transmit to a third party in any manner including photocopying, photographing, cyclostyling, microfilming, scanning or any electronic means of copying or any other means whatsoever without the written permission of the RHC, Jaipur.

5. Resource persons

- i. List of permanent/hired Key Personnel of the Bidder along with their qualification and experience shall be submitted to the RHC, Jaipur.
- ii. Selected Service Provider will be required to adhere to the resource persons listed and submitted to the RHC, Jaipur to carry out all of the RHC, Jaipur work.
- iii. Any change in the list of the resource persons shall be brought to the RHC, Jaipur.
- iv. Minimum of 2 Resource persons must participate in the Test conducted by the RHC, Jaipur. Resource persons, who participate in the test during the technical Evaluation for selection of the Service Provider, should necessarily and primarily handle RHC, Jaipur work .
- v. Resource persons of the Service Provider should hold graduate or postgraduate degrees in any one language, or in translation in the relevant languages from reputed national/state level universities, or should have completed translation course from Central Translation Bureau (MHA) with Grade A, or should have work experience as a Translator with Govt. of India/State Governments, or with reputed organisations/companies in India.
- vi. In case the resource person who participate in the test, it is the sole responsibility of the Selected Service Provider to give the suitable replacement to the RHC, Jaipur. In this case, Selected Service Provider has to obtain prior approval of the RHC, Jaipur before deploying the new resource person.

(B) Validity & Extension of Contract: The contract will be signed initially for translation of 25000 pages which may be extended at the sole discretion of the RHC, Jaipur on the existing terms & conditions and with the written consent of the concerned Selected Service Provider.

(C) A two bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened online on e-proc portal in the presence of those Bidders who may desire to be present at that time. The Technical Bid/presentation will be evaluated by Technical Evaluation Committee.

(D) Minimum Eligibility Criteria:

- i. Individuals who have done freelancing/piecemeal/job work are not eligible to participate in this tender.
- ii. Bid security of Rs. 40,000/- (Rupees Forty thousand only) in the form of Demand Draft in favour of Registrar (Admn.), RHC, Jaipur payable at Jaipur. In case of Micro and Small Enterprises (MSEs) of Rajasthan as defined in MSME

Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and SSI units Rs. 10,000/- (Rupees Ten Thousand only) [Subject to production of required MSME /SSI certification]. Cost of bid document Rs. 500 /- in form of DD / Bankers cheque in favour of Registrar (Admn.) RHCBC, Jaipur payable at Jaipur, RISL processing fee of Rs. 500/- in the form of DD / Bankers cheque in favour of MD, RISL Jaipur payable at Jaipur.

These fee are to be paid three separate DD or Bankers cheque and to be submitted in physical form in the office of **Registrar (Admn.) RHCBC Jaipur on date 31.07.2023 up to 01.00 pm** and their scanned copies to be uploaded in technical bid.

- iii. Bids will be opened after ensuring receipt of bid document fee alongwith processing fee and bid security in the absence of bid document fee and processing fee and bid security deposit the bid will be rejected and will not be opened.
- iv. The Bidder should hold valid PAN/GST registrations.
- v. A minimum of two years of relevant experience of work with reputed organizations, Govt. Ministries/departments would be preferable.
- vi. The average annual turnover of the bidder should be at least Rs 20 Lakh for the last three financial years - The bidder is required to submit a certificate from its auditor to this effect. The turnover figures for the preceding three financial years should also be marked clearly on the balance sheet. Turnover figures only for complete (not partial) financial years shall be accepted.
- vii. The bidder should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the bidder or its owner or partners anywhere in India.
- viii. Bidder must have filed ITRs for the last three years.

(E) Pre-bid Meeting: A prospective applicant, requiring a clarification on the Tender document shall notify RHCBC, Jaipur via email to regadmnrhcb@gmail.com within the time-frame as indicated in the Data Sheet.

RHCBC, Jaipur will conduct the Pre-bid Meeting in Rajasthan High Court Bench, Jaipur office to address the submitted queries. Responses to the queries notified through email will be uploaded on e-proc portal.

(F) Submission of Bids:

The bidders should upload their bids on e-proc Portal in two separate parts, viz.:

- i. Technical Bid: The bidding agencies are required to submit documents as detailed in **Annexure I**. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.
- ii. Financial Bid: to be submitted as described in para (E).

(G) Technical Evaluation:

- i. Only the agencies who fulfill the Minimum Eligibility Criteria and upload the documents as mentioned in Annexure I shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation.
- ii. Technical evaluation shall also include the following skill tests: Translation test - English to Hindi
Translation test - Hindi to English
- iii. All the tests shall be carried out offline.
- iv. The technical evaluation of the bidders shall be made on the following points:

No of Graduate employees working in the bidder	Max. 10 marks [1<= 10 = 2 marks 10 <= 20 = 4 marks 20 <= 30 = 6 marks 30 <= 40 = 8 marks > 40 = 10 marks]
Number of work orders (piece work or work of less than 5000 pages with reputed organisations, Government ministries/departments) - Translation in Hindi, English languages	Max. 5 marks [1 – 2 = 1 marks 3 – 4 = 2 marks 5 – 6 = 3 marks 7 – 8 = 4 marks > 8 = 5 marks]
Number of long term contracts/empanelment (agreements of 5000 pages or more than 5000 pages) - Translation in Hindi, English languages	Max. 5 marks [1 – 2 = 1 marks 3 – 4 = 2 marks 5 – 6 = 3 marks 7 – 8 = 4 marks > 8 = 5 marks]
Average turnover of the bidder over the last three financial years	Max. 5 marks [= 20 lakhs = 4 marks > 20 lakhs = 5 marks]
Quality of translation sample [it is expected that bidder is well conversant in the terminology used by Courts of India and well versed in their use]	75 marks English/Hindi translation Note: Marks in this section will be proportional to the accuracy in the test. For eg, If the accuracy is 90%, then marks will be 90% of maximum marks allowed. Marks will be rounded off upto 2 decimal points.
TOTAL	Max. 100 marks

- The minimum qualifying score shall be 80.

(H) Financial Bid:

- Only the agencies who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The date and time for opening of the Financial Bid will be intimated on a later date.
- The bidder will quote their 'Rs. per page rates' (inclusive of applicable taxes) for the following:
 - Translation charges-English to Hindi/Hindi to English
 - Charges for hard copy printed on 80 GSM photostat paper

* A single rate shall be required for English to Hindi/Hindi to English

- No change in financial bids shall be allowed after the last date of submission of tender documents.
- After evaluation of bids, the L1 (lowest financial bid) bid will be selected.

(I) Terms & Conditions:

- i. Proposals received after closing date and time will not be entertained.
- ii. Rajasthan High Court Bench, Jaipur (RHCBC, Jaipur) reserves the right to extend the last date and time for submission of the bids at its own discretion.
- iii. The bidder shall bear all costs associated with the preparation and submission of its bids and the RHCBC, Jaipur will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the bidders and the RHCBC, Jaipur until execution of a contractual agreement.
- iv. The bids shall remain valid for a period of 120 (One hundred & twenty) days starting from the date of 'Technical bid opening'.
- v. Any notice by one party to the other, pursuant to the Contract shall be sent by e-mail/ physical letter and conveyed in writing to the address specified for that purpose in the Contract.
- vi. To assist in Technical evaluation, the RHCBC, Jaipur reserves the right to call for any clarification from any/all bidder/bidders during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.
- vii. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.
- viii. The RHCBC, Jaipur shall have the sole proprietary rights over the content created/edited/provided by the bidder which has been awarded the contract through this tender.
- ix. In all matters related to dispute relating to this tender, the decision of the RHCBC, Jaipur will be final and binding upon the bidder.

x. Payment terms:

(a) The price quoted shall remain fixed and not be subject to variations in duties, levies etc.

(b) Bidders, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required for the execution and continuous monitoring of the project during the Contract period. No deviation in any of the conditions is allowed during the project period. No increase in prices would be allowed during the contract period.

(c) Payment will be released on the basis of number of pages of original text translated by the selected service providers and acceptance of work by RHCBC Jaipur.

(d) Part payment may be released on completion of translation of every 5000 pages of original text at the rate of 75% of approved rate and payment of last 5000 pages and remaining payment of previously translated work will be released on the final acceptance of RHCBC Jaipur.

- xi. Bidder must procure and provide all the hardware required to its project team to enable them to meet the target assignment.
- xii. The RHCBC, Jaipur expects the bidder to engage professionals in the field of translation to undertake the project and reserves the right to call for resumes, documents relating to their professional background, expertise and their achievements at any point of time prior & after awarding the contract.
- xiii. **Quality of translation and completion of task within the time schedule (as notified and as laid down in scope of work) are of paramount importance and any lapse may lead to cancellation of the contract with the bidder without any further notice.**
- xiv. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in the case of any divergent views with respect to this tender etc., decision of the RHCBC, Jaipur will be final and binding on all bidders participating in this bid.

(J) Bid Security: Bidders are required to submit Bid Security of Rs. 40,000/- (Rupees Forty thousand only) in case of MSME/ SSI unit Rs. 10,000/- (Rupees Ten Thousand only) as described in Annexure-I. It must be delivered to the Registrar (Admn.), Rajasthan High Court Bench, Jaipur in the form of Demand Draft in favour of 'Registrar (Admn.), Rajasthan High Court Bench, Jaipur' payable at Jaipur.

The bid security of unsuccessful bidders will be returned to them after the award of the contract. Bid Security with RHC, Jaipur for the purpose of tender will earn no interest.

Bid Security will be forfeited on account of one or more of the following reasons:-

- i. The Bidder withdraws/modifies his bid during the period of bid validity.
 - ii. In case the selected bidder fails to sign the agreement in time and furnish performance security, at the time of signing of Agreement.
- The RHC, Jaipur shall have the right to cancel the contract at any point of time.

(K) Bidders are required to upload documents exactly as described in Annexure I.

(L) Disqualification of bids:

- i. Failure to furnish all the required information may result in rejection of the bid.
- ii. In case the information submitted by the bidder is found to be false and/ or incorrect in any manner, the bidder can be suspended and/or debarred and bids rejected.

The RHC, Jaipur reserves the right to modify the tender document at any stage; accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause or claim against the RHC, Jaipur for rejection of his proposal.

(M) Performance Security: The successful bidder shall provide a Performance Security for the due and faithful performance of contract for a sum of 5% and in case of MSME/SSI unit 1% of the total contract price before the signing of Agreement. The Performance Security to be submitted in the form of Bank Draft or Bank Guarantee in favour of Registrar (Admn.), RHC, Jaipur should remain valid for a period of 60 days beyond the date of completion of contractual obligations.

Breach of terms & conditions of this tender or contract or refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Security (PS) as well as disqualification of the bidder from participating in future tenders.

(N) Agreement deed: The successful bidder shall execute an agreement for the fulfilment of the contract on ₹ 500/- non-judicial stamp paper within 7 days from the date of award of contract. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder. Agreement will be signed after the submission of the Performance Security (PS).

(1) Penalty Clause:

- i. If the bidder withdraws or alter its bid before the bid validity period, RHC, Jaipur may debar it from participating in future tenders.
- ii. If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, the RHC, Jaipur may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the RHC, Jaipur and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the RHC, Jaipur at its own discretion/satisfaction.

(2) Governing Laws and Jurisdiction:

The tender document shall be construed and governed by the laws of India, and the parties (bidder & RHCBC, Jaipur) hereby submit to the exclusive jurisdiction of Jaipur court of law.

(3) Settlement of Disputes and Arbitration:

All disputes, differences and questions arising out of or in any way touching or concerning the agreement or the subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitration under the Arbitration and Conciliation Act 1996 as amended up to date. The seat of arbitration shall be Jaipur.

(4) FORCE MAJEURE:

i. The RHCBC, Jaipur may consider relaxing the penalty and delivery requirements, as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.

ii. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

iii. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

iv. The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

v. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the RHCBC, Jaipur shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the RHCBC, Jaipur shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

(5) Liquidated damages and termination:

i. It would be the first and foremost responsibility of the successful contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, the RHCBC, Jaipur may recover a sum from the contractor equivalent to a minimum of 0.5% of the price for any portion of services delayed / negligence in service. The maximum amount to be recovered would be 10% of the price for any portion of services delayed / negligence in service.

ii. In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Security deposit.

iii. In case of a material breach of any of the terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this RHC, Jaipur in that event and the Performance security deposit may also be forfeited.

(o) **Applicability of Rules:-** Besides above conditions and provisions RTTP Act 2012 and RTTP Rules 2013 will be applicable.

Annexure I

S. No.	Document	File type
1	Bid Security of Rs. 40,000/- (Rupees Forty thousand only) in case of MSME/SSI unit Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft in favour of Registrar (Admn.), RHC B, Jaipur payable at Jaipur. Cost of bid document Rs. 500/- in the form of DD/ BC in favour of Registrar (Admn.) and RISL fee of Rs. 500/- in the form of DD / BC in favour of MD RISL payable at Jaipur. Scanned copy of the Demand Draft to be uploaded.	pdf
2.	Copies of registration in case of proprietorships/companies.	.pdf
3.	Copy of PAN & GST number as applicable.	.pdf
4.	Copy of ITR returns for the last three years.	.pdf
5.	Copy of Latest GST Clearance Certificate or copy of latest tax deposit challan.	.pdf
6.	A list of their owners/partners etc. of the bidder	.pdf
7.	Copy of Certificate to the effect that the bidder is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the bidder or its owner or partners anywhere in India.	.pdf
8.	Copies of award of contracts from Central/State Government Departments/ private organizations of repute: (Piece Work of less than 5000 pages)- Translation in Hindi, English	.pdf
9.	Copies of award of contracts from Central/State Government Departments/ private organizations of repute: long term contracts/empanelments (with more than 5000 pages)- Translation in Hindi, English	.pdf
10.	Copy of an audited statement of account of the bidder and relevant documents in support of Annual Turn-over. (turnover figures must be highlighted)	.pdf
11.	Proof of Annual turnover of at least 20 lakh for each of the last three years.	.pdf
12.	List of permanent/hired key personnel of the bidder along with their copies of qualification and work experience.	.pdf