

राजस्थान उच्च न्यायालय, जोधपुर

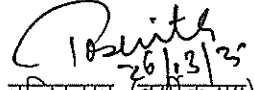
एकल स्रोत निविदा सूचना

क्रमांक HC/SK/Procurement/2024-25/103

दिनांक : 26.03.2025

राजस्थान उच्च न्यायालय, जोधपुर के उपयोगार्थ Translation work of Reportable Judgments of Hon'ble High Court (12000 Pages) हेतु Translation की सेवाएं लेने के सम्बन्ध में इसके सेवा प्रदाता Haryana State Electronics Development Corporation Limited से मुहरबन्द निविदा दिनांक 28.03.2025 दोपहर 01.00 बजे तक आमंत्रित की जाती है। निविदा का विस्तृत विवरण एवं शर्तें <http://www.hcranj.nic.in> एवं <http://sppp.rajasthan.gov.in> की वेबसाइट पर देखी जा सकेगी। (अनुमानित सेवा राशि रुपये 12,00,000 /—)

आज्ञा से,


26/3/25
रजिस्ट्रार (वर्गीकरण),

कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

:: निविदा एवं अनुबन्ध की शर्तें ::

1. पूर्ण रूप से भरी हुई मोहरबंद निविदा मय प्रपत्र व विवरण कार्यालय समय में दिनांक 28.03.2025 को दोपहर 01:00 बजे तक कार्यालय में पहुँच जानी चाहिए। प्राप्त निविदाएँ दिनांक 28.03.2025 को दोपहर 02.00 बजे उपस्थित प्रतिनिधियों के समक्ष खोली जाएगी। विलम्ब से प्राप्त निविदाएँ स्वीकार नहीं की जाएगी।
2. निविदा में वर्णित दरें सभी करें सहित शब्दों एवं अंकों में स्पष्ट रूप में लिख कर अंकित करनी होगी। निविदा प्रपत्र व सभी संलग्नकों के सभी पृष्ठों पर निविदाकर्ता को हस्ताक्षर करने होंगे तथा कॉट-छॉट होने पर अपने लघु हस्ताक्षर करके दरे पृथक से स्पष्ट रूप से लिखनी होगी।
3. सम्बन्धित निविदादाता को कार्य आदेश का कार्य कार्यालय आदेश प्राप्ति के दस (10) दिवस के भीतर कार्यालय के निर्देशानुसार एवं Annexure-1 & 5 में वर्णित नियम एवं शर्तों की अनुपालना में शुरू करना होगा। निविदा में वर्णित दरों के सम्बन्ध में बाजार में किसी भी प्रकार की मूल्य वृद्धि होती है तो इसकी जिम्मेवारी सम्बन्धित सेवा प्रदाता की होगी।
4. अग्रिम भुगतान देय नहीं होगा। सन्तोषप्रद सेवा के पश्चात ही भुगतान देय होगा। प्रत्येक कार्य आदेशानुसार वर्णित समय सीमा में वांछित गुणवत्ता/निर्धारित मापदण्ड के अनुरूप करना होगा।
5. किसी भी निविदा को पूर्ण रूप से या आंशिक रूप से स्वीकार/अस्वीकार करने का पूर्ण अधिकार कार्यालय को होगा। निविदा खोले जाने एवं स्वीकार किये जाने की तिथियों में परिवर्तन का अधिकार अद्योहस्ताक्षकर्ता में निहित होगा।
6. उक्त कार्य सम्पादन में यदि किसी भी प्रकार की हानि होती है तो इसके लिये कार्यालय किसी भी प्रकार की क्षतिपूर्ति नहीं करेगा न ही कोई जिम्मेवारी इस कार्यालय की होगी।
7. उक्त निविदा में सफल निविदादाता अपने कार्य को स्वयं के स्तर पर ही सम्पादित करेगा स्वीकृत कार्य को किसी अन्य व्यक्ति के माध्यम से नहीं करवायेगा अर्थात् सबलेट नहीं करेगा।
8. निविदादाता द्वारा समस्त वांछित दस्तावेजों (आधार कार्ड, पेन कार्ड, अनुभव प्रमाण पत्र/कार्यादेश इत्यादि) की स्वप्रमाणित प्रति निविदा प्रपत्र के संलग्न करना अनिवार्य है।
9. संबंधित सेवाप्रदाता को आदेश प्राप्ति के सात दिवस के भीतर रुपये 500/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर निर्धारित प्रारूप में करार पत्र टंकण एवं हस्ताक्षर करते हुए आवश्यक रूप से प्रस्तुत करना होगा। साथ ही नियमानुसार प्रतिभूति राशि भी संबंधित फर्म द्वारा जमा करवायी जानी आवश्यक है।
10. संबंधित सेवा प्रदाता को भुगतान संबंधी कार्यवाही कार्यालय द्वारा नियमानुसार की जावेगी।
11. कार्यालय को उक्त निविदा को किसी भी स्तर पर समाप्त करने का पूर्ण अधिकार होगा। इस संबंध में संबंधित सेवा प्रदाता किसी भी प्रकार का दावा प्रस्तुत नहीं करेगा।
12. उपरोक्त शर्तों के अतिरिक्त General Financial and Accounts Rules व Transparency in Public Procurement Act, 2012 & Rules, 2013 के प्रावधान लागू होंगे।
13. सशर्त निविदा स्वीकार्य नहीं होगी।

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Annexure-1

(A.) Scope of work:

1. **The work would include the following:**
2. Translation of reportable judgments including preparation of headnotes of Rajasthan High Court from English to Hindi language.
3. Details of reportable judgments for translation will be given by Rajasthan High Court.
4. Number of pages will be counted from original judgments of Rajasthan High Court for the purpose of payment, as uploaded on the official website of RHC.
5. Entire work of translation will have to be performed by the selected service provider using its own infrastructure and premises.
6. Translated version of judgments will have to be provided in soft copy in both editable and non editable. However, hard copy of translated judgments on 80GSM photostate paper on single side printing will have to be provided as and when directed by Rajasthan High Court.
7. Translated judgment formatting details-

Paper Size	Legal
Font	Unicode Type Font
Font Size	14"
Margin	Left=4cm;Right=2.5cm;Top=2.5cm; Bottom=2.5cm;
Line Spacing	1.5 line
Indentation	Quote of any referenced judgment or law with indent L=1.5 cm; R=1.5 cm
Pagination	At the centre of Footer of every page

8. Translated judgment will have to be verified & authenticated by the selected service provider at its own following a two step verification & vetting process. The first step is by a translator or any other skilled person and second step essentially by a lawyer or legal professional of Rajasthan.

“अस्वीकरण— इस निर्णय का अनुवाद स्थानीय भाषा में किया जा रहा है, एवं इसका प्रयोग केवल पक्षकार इसको समझने के लिए उनकी भाषा में कर सकेंगे एवं यह किसी अन्य प्रयोजन में काम नहीं ली जायेगी। सभी आधिकारिक एवं व्यवहारिक उद्देश्यों के लिए उक्त निर्णय का अंग्रेजी संस्करण ही विश्वसनीय माना जायेगा एवं निष्पादन एवं क्रियान्वयन में भी उसी को उपयोग में लिया जायेगा।”

Disclaimer : The translated judgment in English language made for the restricted use of the litigant to know about the verdict and to understand it in his/her language and may not be used for any other purposes. For all practical and official purposes, the original version of the judgment shall be authentic and shall hold the field for the purpose of execution and implementation.

9. Rajasthan High Court has all right reserve to change/ modify the aforesaid conditions in respect of formatting and translation work.

(B.) **OTHER CONDITIONS:**

1. **Turn-around time:** The selected service provider shall complete the translation work of tentatively 12000 pages as early as possible. Delay in the work performance will be dealt according to RTPP rules 2013. (However, RHC reserves the right to vary the quantity, as may be deemed fit & appropriate).
2. The selected bidder shall provide main soft copy through server based login credentials.
3. The service provider shall attend all the meeting as may be convened by the RHC, Jodhpur for review of the work.
4. The selected service provider shall incorporate all the comments and observation as may be made by the RHC, Jodhpur in the work.

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5. **Two Step certification process has to be followed i.e. the person who translate the judgments will validate and thereafter the translated work shall be vetted by local Advocates of Rajasthan.**
6. Point(s) of Contract (POC) - The service provider 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.
7. **The Selected Service Provider shall provide 1000 pages per month after translation and two step certification.**

(C.) Quality Check

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:

1. Integrity of text - Delivered target text is complete – no omissions and additions are permitted.
2. The Translated cogent, text is accurate and consistent rendering of the source text.
3. Terminology and lexis used are consistent with the source text.
4. Translated text has no syntactical, spelling, punctuation, typographical or other grammatical errors.
5. Any specific instructions given by the department are followed and agreed deadline is Mandatorily observed.
6. Any errors in the deliverables must be corrected by the bidder free of charge immediately and corrected text must be returned immediately.
7. The RHC, Jodhpur 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.
8. **In case the work of translation is found to be unsatisfactory or below standard, the work contract may be terminated by RHC, at any time.**

(D.) Confidentiality & Secrecy

1. Secrecy of the matter given should be maintained at all times by the Selected Service Provider.
2. Selected Service Provider shall be required to acknowledge that the copyright of the translated text, whether from English to Hindi with the RHC, Jodhpur. The Selected Service Provider has to unconditionally undertake and agree to indemnify RHC, Jodhpur 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.
3. 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, Jodhpur.

(E.) 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 Jodhpur.

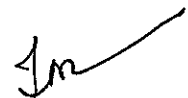
In all matters related to dispute relating to this tender, the decision of the RHC, Jodhpur will be final and binding upon the bidder.

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घोषणा पत्र

(सेवा प्रदाता का घोषणा पत्र)

उपरोक्त समस्त जानकारी शर्तों को मैंने/हमने अच्छी तरह अध्ययन कर लिया है। मुझे/हमें यह भी स्वीकार है कि उक्त निविदा के सम्बन्ध में श्रीमान रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर द्वारा लिया गया निर्णय हमारे लिये मान्य होगा। प्रतीकस्वरूप निविदा प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर कर दिये हैं।

यह भी प्रमाणित किया जाता है कि अधोहस्ताक्षरकर्ता द्वारा वास्तव में निविदा में चाहा गया सेवा कार्य किया जाता है तथा वांछित मशीन/उपकरण/तकनीकी अनुभव रखता है।

मुझे राज्य सरकार/ बोर्ड/ विश्वविद्यालय/ स्वायत्तशासी संस्थान/ निगम/ बैंक आदि के द्वारा ब्लैक लिस्ट नहीं किया हुआ है।

यदि उपर्युक्त वर्णित घोषणा असत्य पायी जाए तो राजस्थान उच्च न्यायालय मेरे विरुद्ध कोई भी न्यायोचित कार्यवाही कर सकता है।

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Annexure-3

RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)

Dear Sir,

We hereby confirm that we are willing to opt for payment to be received through RTGS / NEFT. The bank details duly confirm by bank, for receipt of payment against material supply/services, miscellaneous dues.

Bank Details

- a. Account No. :
- b. Type of Account :
- c. Bank Name :
- d. Branch Name & Address :
- e. Contact No. of the branch :
- f. IFSC No. :
- g. PAN No. / GSTIN :

Communication Details

- 1. Email ID :
- 2. Cell No. :

We authorize you to deduct necessary bank charges of NEFT/RTGS .

We have forwarded a soft copy of the above details to hc-rj@nic.in on date__

Yours faithfully,

(Signature & Name of auth. sign. with company/firm stamping)

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Annexure-4

DRAFT AGREEMENT FORMAT

(on Rs. 500/- Non-Judicial Stamp Paper)
{to be signed by selected bidder(s) and tendering authority}

An agreement made this _____ (enter date of Agreement) between _____ (enter your firm's name & address) (hereinafter called "First Party", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part) and the RHC which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the First Party has agreed with the RHC to supply to the Registrar General, Rajasthan High Court, Jodhpur, Rajasthan/complete the work through its various Offices as well as at its branch offices throughout Rajasthan, all those articles/work set forth in Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the First Party has deposited a sum of Rs. _____ in the form of: -

- c. Cash/ Bank Draft No./ Banker's Cheque/ Bank Guarantee No. _____ dated _____ valid upto _____.
- d. Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- e. National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RHC.

Now these Present witness:

- 1) In consideration of the payment to be made by the RHC through cheque/ DD/NEFT/RTGS at the rates set forth in the Work Order hereto appended the First Party will duly supply the said articles / complete the work set forth in our Work Order No. _____ dated ____/____/20____ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- d. The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, enclosures enclosed with the Tender Notice No. HC/SK/Procurement/2024-25/103 Dated: 26.03.2025 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- e. Letter Nos. _____ dated _____ received from first party and letter Nos. _____ Dated _____ issued by the RHC and appended to this agreement shall also form part of this agreement.

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- a. The RHC do hereby agree that if the First Party shall duly supply the said articles / complete the work in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD / NEFT/RTGS pay or cause to be paid to the First Party at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

In case of extension in the completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

No.	Condition	LD %*
I.	Delay up to one fourth period of the completion of work prescribed period of the lot & completion of work	2.50%
II.	Delay exceeding one fourth but not exceeding half of the completion of work prescribed period of the lot & completion of work	5.00%
III.	Delay exceeding half but not exceeding three fourth of the completion of work prescribed period of the lot & completion of work	7.50%
IV.	Delay exceeding three fourth of the completion of work prescribed period of the lot, & completion of work	10.00%

Note

- Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of the desired Lot.
- *The percentage refers to the payment due for the associated milestone/lot.

If the First Party requires an extension of time in supply of desired article / completion of contractual work on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods/Completion of work in on account of hindrances beyond the control of the bidder.

Services shall be provided by the First Party as per terms and conditions of the NIT and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the RHC and the decision of the RHC shall be final.

In witness whereof the parties here to have set their hands on the ____ day of ____ (Year).

Signature with Seal of the Approved
supplier/ bidder

Designation:

Date:

Witness No.1

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Signature for and on behalf of
Registrar General, RHC, Jodhpur

Designation:

Date:

Witness No.1

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Annexure-5

**STANDARD OPERATING PROCEDURE (SOP)/Guidelines FOR
PROJECT OF TRANSLATING / VETTING OF JUDGMENTS FROM
ENGLISH TO HINDI BY SERVICE PROVIDER**

Translating legal content contained in the High Court Judgments requires a deep understanding- not only of law, legal terminology and principles; but also, high degree of proficiency in both Hindi and English.

For smooth implementation of the translation project, a Standard Operating Procedure (SOP) within the context may be necessary and crucial. A Standard Operating Procedure (SOP) will serve to ensure uniformity, efficiency, and quality in the translation work and ensure a standardized and systematic approach to translating original English Judgments (i.e., High Court Judgments as published in on official website of Rajasthan High Court, alongwith headnotes and other details) from English to Hindi. Accordingly, a Standard Operating Procedure (SOP) is prepared as under:

1. Process and Procedure

1.1 Official use:

The final translated Reportable RHC Judgments in Hindi as received from the Service provider through the High Court will be considered ready for use.

1.2 Document Archiving and storage: The Translation Cell of the High Court in co-ordination with the Computer Cell shall maintain records of all translated documents for reference and record-keeping purposes.

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2. CONSISTENCY AND FORMATTING GUIDELINES:

Since all translations will be accessible through the same portal, there is a need to maintain consistency.

2.1 A pre-determined font name and size (Font name: Unicode-Mangal and font size: 12);

2.2 Guidelines for page layout that the translation team must use (All the margins can be taken as 1 inch);

2.3 Formatting of the translated work/ text should precisely match the master copy (i.e., the original English Judgment as uploaded on the official website of RHC in PDF format) including but not limited to: Title formatting; Headings and subheadings, para numberings and bold and italics formatting, as applicable.

However, placitum (small alphabetical characters along the margins of the page) as well as placitum based cross-reference and also the folio on the top (cause title etc.), contained in the the original English version, is not required in the Hindi translation and are to be omitted.

Likewise, all footnotes in the original English Judgment may be cumulatively placed as a bunch on the last page of the Hindi translation, in the form of end notes albeit, in seriatim as per the serial number mentioned in the original English Judgment.

3. GUIDELINES FOR TRANSLATION OF CONTENT:

To ensure accuracy and coherence in the content, some guidelines that may be followed are as under:

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3.1 The context of the Judgment should be thoroughly understood since legal language can be complex and accurate translation depends on grasping the nuances of the legal concepts being discussed. The translated content should be accurate, meaningful, and as per the original English Judgment.

3.2 Consistency has to be maintained in translation throughout the Judgment. The same legal terms should be translated the same way each time they appear.

3.3 Legal terms often have specific meanings that need to be preserved in the translated version and, therefore, the translated content in Hindi should be clear and in easy-to-understand Hindi while maintaining the legal integrity of the content.

3.4 Grammar and Syntax of both Hindi and English has to be taken into account.

3.5 Legal concepts may require re-arranging sentences or structures to convey the intended meaning, reasoning and arguments presented in the Judgment accurately.

3.6 Not all legal terms in English have direct equivalents in Hindi. Instead of literal translation, the focus should be on conveying the intended legal concept accurately.

3.7 Legal language can also vary based on jurisdiction and context. Any cultural or regional differences that might affect the interpretation of legal terms and concepts in Hindi has to be also considered.

3.8 Legal maxims often carry intricate meanings, so it's important to interpret and translate them accurately in specific legal contexts.

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4. QUALITY ASSURANCE AND ACCOUNTABILITY:

The Service provider concerned undertaking the translation work, would be accountable, through a set of expectations, such as:

4.1 The Service provider will be accountable for the accuracy and quality of the translations and may be required to re-supply/ re-work the translation if it is found inadequate, at any stage, for any reason, including any inadequacy in the content of the translated work or in case of any difficulty relating to receipt of the translated copy or opening of the document etc.

4.2 The Service provider, apart from keeping in mind the guidelines as mentioned above, are expected to have diligently reviewed/ proof- read the translated content to maintain high translation quality. Quality assurance includes proof reading, grammar checks, and verification of legal terminology.

5. TIMELY DELIVERY:

Timely delivery of the translated work is crucial. The Service provider must adhere to the project's timelines for submitting final & completed Hindi translations.

6. PAYMENT AND PAYMENT SCHEDULE:

Payment towards the translated work shall be made @ Rs.100/- per page of the original English Judgment (as uploaded on the official website of RHC) translated. The Payment shall be made as per the certification of work done by the Registrar/ Member Secretary of the AI Assisted Legal Translation Advisory Committee of the Rajasthan High Court.

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