



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax: 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)



## RAJASTHAN HIGH COURT, JODHPUR

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### Notice Inviting Tender (NIT)

**NIT FOR PROCUREMENT OF TRANSLATION SERVICE**

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**For any query please contact on 0291-2888385 during office hours**

**Rajasthan High Court, Jodhpur (Rajasthan)**

**Phone: 0291-2888500-504 Fax: 0291-2888080**

**Web: <http://www.hcraj.nic.in>**

**Email: [hc-rj@nic.in](mailto:hc-rj@nic.in), [store-rhc@hcraj.nic.in](mailto:store-rhc@hcraj.nic.in)**



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## RAJASTHAN HIGH COURT, JODHPUR

### NOTICE INVITING TENDER

#### Through e-Tender

No. HC/SK/Procurement/2024-25/68

Date: 29.10.2024

E-Bid are invited upto 5.00 PM of 16.11.2024 for **procurement of translation services** for translation of **Judgments of Hon'ble Supreme Court and Hon'ble Rajasthan High Court as provided by RHC**. Details of NIT may be seen in the Bidding Documents at our office or website of State Public Procurement Portal <http://sppp.raj.nic.in>, <http://eproc.rajasthan.gov.in> and [www.hcraj.nic.in](http://www.hcraj.nic.in), may be downloaded from there. (Estimated Cost Rs. 20,00,000/-)

UBN No. RHC 2425 SLOB 00036

By Order

Registrar (Classification)



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## RAJASTHAN HIGH COURT, JODHPUR

### NOTICE INVITING TENDER

No. HC/SK/Procurement/2024-25/68

Dated: 29.10.2024

Rajasthan High Court, Jodhpur invites online bids for “procurement of translation services for translation of judgments of Hon'ble Supreme Court and Hon'ble Rajasthan High Court” for implementation of this purchase Notice Inviting Tender (NIT) is invited from eligible Govt./Non-Govt/Private Sector companies. All details related to this NIT can be viewed and downloaded from websites: <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> & <http://hcrj.nic.in>. Proposals should be submitted online in electronic format on the website: <http://eproc.rajasthan.gov.in>.

Cost of Tender Document (non-refundable) (in Favour of Registrar General, Rajasthan High Court, Jodhpur)	Rs. 1000/- (Rupees OneThousand Only)
RISL Processing Fee (non-refundable) (in Favour of MD, RISL, Jaipur)	Rs. 500/- (Rupees Five Hundred Only)
Estimated Project Cost	Rs. 20,00,000/- (Rupees Twenty Lakh only)
Earnest Money Deposit (EMD) (in Favour of Registrar General, Rajasthan High Court, Jodhpur)	2% of estimated cost of items for which bid is submitted
Publishing Date/Time	30.10.2024 at 10:00 A.M.
NIT Download Start Date/Time	30.10.2024 at 10:15 A.M.
Pre-Bid Meeting Date, Time & Venue	06.11.2024 at 11:30 A.M. Registrar(Admn), Rajasthan High Court, Jodhpur
Bid submission Start Date/Time	30.10.2024 at 10:30 A.M.
Bid submission End Date/Time	16.11.2024 at 05:00 P.M.
Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*	18.11.2024 at 11:00 A.M.
Technical Bid Opening Date/Time	18.11.2024 at 11:30 A.M.
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified Bidders

#### Note:

- (1) Tender fees for the document downloaded from website and processing fee shall be deposited by the bidders separately as applicable by way of DD/Banker's cheque as above before the last date and time prescribed for online submission of bids.
- (2) Bid Validity 180 Days from the last date of bid submission.
- (3) In case, any of the bidders fails to physically submit the Banker's Cheque/Demand Draft for Tender Fee, EMD, and RISL Processing Fee up to 18.11.2024 on 11.00 A.M., its Bid shall not be accepted..
- (4) If any amendment is carried out in the term & conditions of the tender following pre-bid meeting, the same will be uploaded on the above mentioned websites only.

By Order

Registrar (Classification)  
Rajasthan High Court, Jodhpur

UBN NO RHC2425SL0B00036



## INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

- 1) Rajasthan High Court, Jodhpur invites electronic bid (eBid) proposals from reputed, competent and professional Information Technology (IT) Firms, who meet the minimum eligibility criteria as specified in this bidding document for “Procurement of translation services for translation of judgments of Hon'ble Supreme Court and Hon'ble Rajasthan High Court”, as detailed in the section titled "scope of work" of this NIT document.
- 2) The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.
- 4) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) A single-stage two envelope selection procedure shall be adopted.
- 6) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and EMD should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- 7) RHC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 8) Please note that a pre-bid meeting of prospective bidders, who have purchased the tender/ bidding document, is scheduled as per the details specified in Notice Inviting Tender (NIT) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
- 9) No contractual obligation whatsoever shall arise from the NIT/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
- 10) RHC disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.



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## SCOPE OF WORK

Rajasthan High Court, Jodhpur invites E-bids from reputed agencies/Firms , 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:**

2. Translation of reportable judgments including preparation of headnotes of Supreme Court of India and Rajasthan High Court from English to Hindi language and vice versa.
3. Details of reportable judgments for translation will be given by Rajasthan High Court, through Supreme Court of India (through eSCR Portaul :- <https://judgments.ecourts.gov.in/pdfsearch/index.php>) and Rajasthan High Court ([www.hcraj.nic.in](http://www.hcraj.nic.in)).
4. Number of pages will be counted from original judgments of Supreme Court and Rajasthan High Court for the purpose of payment.
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. 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 and following Disclaimer shall be used on the next to last page of translated judgment-

“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:

- **Turn-around time:** The selected service provider shall complete the translation work of tentatively 25,000 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).
- The selected bidder shall provide main soft copy of the translated material in hard-disk.
- The service provider shall attend all the meeting as may be convened by the RHC, Jodhpur for review of the work.
- The selected service provider shall incorporate all the comments and observation as may be made by the RHC, Jodhpur in the work.
- The translation work is to be duly certified by the selected service provider.
- Point(s) of Contract (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.



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## (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 authorising 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.

## (D.) Confidentiality & Secrecy

- Secrecy of the matter given should be maintained at all times by the Selected Service Provider.
- 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, 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.
- 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.) Resource persons

- i. List of permanent/hired Key Personnel of the Bidder along with their qualification and experience shall be submitted to the RHC, Jodhpur.
- ii. Selected Service Provider will be required to adhere to the resource persons listed and submitted to the RHC, Jodhpur to carry out all of the RHC, Jodhpur work.
- iii. Any change in the list of the resource persons shall be brought to the notice of RHC, Jodhpur, for prior approval, well in time.
- iv. Resource persons of the Service Provider should hold law graduate or postgraduate degrees (or degree in translation in the relevant languages from reputed national/state level universities, or should have completed translation course from Central Translation Bureau (MHA) preferable work experience as a Legal Researcher/Translator with Govt. of India/State Governments, or with reputed organisations/companies/firms in India.)
- v. Minimum of 5 Resource persons must participate in the Skill Test conducted by the RHC, Jodhpur. Resource persons, who participate in the test during the technical Evaluation for selection of the Service Provider, should necessarily and primarily handle RHC, Jodhpur work .
- vi. In case resource persons who participate in the test is to be replaced, it is the sole responsibility of the Selected Service Provider to give the suitable replacement to the RHC, Jodhpur. In this case, Selected Service Provider has to obtain prior approval of the RHC, Jodhpur before deploying the new resource person.

## (F.) Validity & Extension of Contract:

The contract will be signed initially for translation of pages which may be extended at the sole discretion of the RHC, Jodhpur on the existing terms & conditions and with the written consent of the concerned Selected Service Provider.

## (G.) A two bid system (Technical & Financial Bids) will be followed.



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- a. 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.-Two envelope/ cover system shall be followed for the bid:

I. Technical bid

II. Financial bid

- b. Online Bids submitted in TWO Envelopes as Follows:

Envelope-1(Following documents to be provided as single PDF file)			
Sr.	Documents	Content	File Types
1.	EMD	The scanned copy of FEE and EMD instruments	.PDF
2.	Eligibility Criteria	Technical document and all annexure with complete NIT with necessary compliance Statement	.PDF
3.	Technical Bid with Compliance Statement	Technical Document with compliance sheet	.PDF
Envelope-2(Following documents to be provided as single PDF file)			
1.	Financial Bid (BOQ)	Financial bid (BOQ)	.XLS

**(H.) Minimum Eligibility Criteria:**

1. Individuals who have done freelancing/piecemeal/job work are not eligible to participate in this tender.
2. Bid security of Rs. 40,000/- (Rupees Forty thousand only) in the form of Demand Draft in favour of Registrar General, RHC, Jodhpur payable at Jodhpur. 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. 1000 /- in form of DD / Bankers cheque in favour of Registrar (Admn.) RHC, Jodhpur payable at Jodhpur, 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 **Store Section, RHC Jodhpur on date 18.11.2024** and their scanned copies to be uploaded in technical bid.
3. The bid security of unsuccessful bidders will be returned to them after the award of the contract. Bid Security with RHC, Jodhpur for the purpose of tender will earn no interest.
4. Bid Security will be forfeited on account of one or more of the following reasons:-
  - (a.) The Bidder withdraws/modifies his bid during the period of bid validity.
  - (b.) In case the selected bidder fails to sign the agreement in time and furnish performance security, at the time of signing of Agreement.
5. 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.
6. The Bidder must hold valid PAN/GST registrations.
7. A minimum of three years of relevant experience of work with reputed organizations, Govt. Ministries/departments would be preferable.
8. 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.
9. 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.
10. Bidder must have filed ITRs for the last three years.

- (I.) Pre-bid Meeting:** A prospective applicant, requiring a clarification on the Tender document shall notify RHC, Jodhpur via email to [hc-rj@nic.in](mailto:hc-rj@nic.in) within the time-frame as indicated in the Data Sheet.





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

**Note :-** If any amendment is carried out in the term & conditions of the tender following pre bid meeting, the same will be uploaded on State Public Procurement Portal <https://sppp.rajasthan.gov.in> , <http://eproc.rajasthan.gov.in>, [www.hcraj.nic.in](http://www.hcraj.nic.in)

## (J.) **Submission of Bids:**

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

- **Technical Bid:** The bidding agencies are required to submit documents as detailed in NIT Document. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.
- **Financial Bid:** to be submitted as described in NIT Document.

## (K.) **Technical Evaluation:**

1. Only the agencies who fulfill the Minimum Eligibility Criteria and upload the documents as mentioned in Annexure E shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation.
2. Technical evaluation shall also include the following skill tests:  
Translation test - English to Hindi  
Translation test - Hindi to English
3. All the tests shall be carried out offline at RHC, Jodhpur.
4. The technical evaluation of the bidders shall be made on the following points:

No. of Law Graduate engaged with the bidder.	Max. 20 marks [ 1 <= 10 = 4 marks 10 <= 20 = 8 marks 20 <= 30 = 12 marks 30 <= 40 = 16 marks > 40 = 20 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 <b>English/Hindi translation</b> 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.
<b>TOTAL</b>	<b>Max. 100 marks</b>

## (L.) **Financial Bid:**

- i. 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.
- ii. The bidder will quote their 'Rs. per page rates' (inclusive of all taxes) including the following:
  - a. Translation charges-English to Hindi/Hindi to English
  - b. Charges for hard copy printed on 80 GSM photostat paper on legal size paper

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



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- iii. No change in financial bids shall be allowed after the last date of submission of tender documents.
- iv. After evaluation of bids, Financial selection shall be based on lowest bid price and score in technical evaluation.

**(M.) Validity of the Proposal**

The proposal shall remain valid for consideration for a period of 180 days from the date of opening of technical bid. This validity can be extended for a further period not more than 90 days with consent of the bidders.

**(N.) Modification/withdrawal of the Proposal:**

No bid shall be withdrawn/substituted or modified after the last date and time fixed for receipt of bids.

**(O.) The bidders should note the following**

- i. That the incomplete NIT in any respect or those that are not consistent with the requirements as specified in this Notice Inviting Tender Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
  - (a.) Strict adherence to formats, wherever specified, is required.
  - (b.) All communication and information should be provided in writing.
- ii. No change in/or supplementary information shall be accepted once the NIT is submitted. However, Project Authority reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the NIT. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Project Authority may be a ground for rejecting the NIT.
- iii. The NIT shall be evaluated as per the criteria specified in this NIT Document. However, within the broad framework of the evaluation parameters as stated in the NIT, R.H.C. reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- iv. The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the firm.
- v. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Committee constituted in this purpose reserves the right to vet and verify any or all information submitted by the Bidder.
- vi. If any claim made or information provided by the Bidder in the NIT or any information provided by the Bidder in response to any subsequent query by, is found to be incorrect or is a material misrepresentation of facts, then the NIT will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee constituted under the Chairmanship of Purchase Committee, if satisfied.
- vii. The Bidder shall be responsible for all the costs associated with the preparation of the Notice Inviting Tender and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.



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## TERMS AND CONDITIONS OF TENDER & CONTRACT

### (A.) Terms & Conditions:

- a. Proposals received after closing date and time will not be entertained.
- b. Rajasthan High Court, Jodhpur (RHC, Jodhpur) reserves the right to extend the last date and time for submission of the bids at its own discretion.
- c. The bidder shall bear all costs associated with the preparation and submission of its bids and the RHC, Jodhpur 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 RHC, Jodhpur until execution of a contractual agreement.
- d. The bids shall remain valid for a period of 180 (One hundred & eighty) days starting from the date of 'Technical bid opening'.
- e. 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.
- f. To assist in Technical evaluation, the RHC, Jodhpur reserves the right to call for any clarification from any/all bidder/bidder during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.
- g. 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.
- h. The RHC, Jodhpur shall have the sole proprietary rights over the content created/edited/provided by the bidder which has been awarded the contract through this tender. Selected Service Provider shall provide a declaration to that effect, at the time of receiving LOI.
- i. In all matters related to dispute relating to this tender, the decision of the RHC, Jodhpur will be final and binding upon the bidder.
- j. The RHC, Jodhpur 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 E.**
- l. **Initially, this work contract is for the budgetary allocations of current financial year, However, the same may be extended for a further period, as may deem fit by the RHC, after looking into operational & other satisfactory as the case may be.**

### (B.) 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 judgment of Hon'ble Supreme Court and Hon'ble High Court translated by the selected service providers and acceptance of work by RHC Jodhpur.
- 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 RHC Jodhpur.
- e. Bidder must procure and provide all the hardware required to its project team to enable them to meet the target assignment.
- f. The RHC, Jodhpur 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.
- g. **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.**



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h. 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 RHC, Jodhpur will be final and binding on all bidders participating in this bid.

**(C.) Disqualification of bids:**

- Failure to furnish all the required information may result in rejection of the bid.
- 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, Jodhpur 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, Jodhpur for rejection of his proposal.

**(D.) 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 or FDR in favour of Registrar General, RHC, Jodhpur 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.

**(E.) 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).

**(F.) Penalty Clause:**

- If the bidder withdraws or alter its bid before the bid validity period, RHC, Jodhpur may debar it from participating in future tenders.
- 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, Jodhpur 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, Jodhpur and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the RHC, Jodhpur at its own discretion/satisfaction.

**(G.) Governing Laws and Jurisdiction:**

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

**(H.) 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.

**(I.) FORCE MAJEURE:**

- The RHC, Jodhpur 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.
- 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



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- 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.
- c. 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.
  - d. 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.
  - e. 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 RHC, Jodhpur shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the RHC, Jodhpur 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.

**(J.) Liquidated damages and termination:**

- a. 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 RHC, Jodhpur may recover a sum from the contractor equivalent to a minimum of 2.5% 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.
- b. 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.
- c. 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, Jodhpur in that event and the Performance security deposit may also be forfeited.

**(K.) BID Submission Process :-**

- 1 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company.
- 2 All pages of the bid being submitted **must be signed and sequentially numbered** by the bidder irrespective of the nature of content of the documents.
- 3 Bids **NOT** submitted as per the specified format and nomenclature will be out rightly rejected.
- 4 Ambiguous bids will be out rightly rejected.
- 5 The Rajasthan High Court will **NOT** be responsible for any delay on the part of the Vendor in obtaining the terms and conditions of the Tender notice or submission of the Tender bids.
- 6 Conditional Tenders shall **NOT** be accepted on any ground and shall be rejected straightway.
- 7 Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipments with the Technical Bid. **No deviations in terms & conditions** of the Tender document as well as technical specifications (on the lower side) will be accepted in any case.
- 8 Tender process will be over after the issue of Supply Order to the selected Vendor(s).
- 9 Bids not quoted as per the format given by the Rajasthan High Court will be rejected straightway.

Note : In-spite of above Terms & Condition Rules of GF&AR-II and Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 to be applicable.



## Annexure-A

### Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### **Conflict of Interest :-**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in Conflict of interest with one or more parties in an bidding process if, including but not limited to;

- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) the bidder participates in more than one Bid in abiding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.



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## Annexure-B

### Declaration by The Bidder regarding Qualification

#### Declaration by the Bidder

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bid No. .... Dated..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership , bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:  
Place :

Signature of Bidder  
Name:  
Designation:  
Address:



## Annexure-C Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority : Appellate Authority, Rajasthan High Court, Jodhpur

### (1) **Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the or the Guidelines issued there under, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.

### (4) **Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- Determination of need of procurement;
- Provisions limiting participation of Bidders in the Bid process;
- The decision of whether or not to enter into negotiations;
- Cancellation of a procurement process;
- Applicability of the provisions of confidentiality

### (5) **Form of Appeal**

- An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.
- Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or authorized representative.

### (6) **Fee for Filing Appeal**

- Fee for filling appeal shall be rupees two thousand five hundred, which shall be non-refundable.
- The fee shall be paid in the form of bank demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.





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## (7) Procedure for disposal of appeal

- (a) The Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies there of relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

**Form No. – 1**



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**Memorandum of Appeal  
(See sub-rule 1 of rule 83)**

## **Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

Appeal No ..... of

Before.....(Appellate Authority)

1 Particulars of appellant:

(i) Name and father's name of the appellant : .....

(ii) Official address : .....

(iii) Residential address : .....

2. Name and address of the respondent(s)

(i) .....

(ii) .....

(iii) .....

2. Number and date of the order appealed against and name and designation of the officer / authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved

3. If the Appellant proposes to be represented by : .....  
a representative the name and postal address .....  
of the representative. ....

5. Number of affidavits and documents enclose with the appeal:

6. Grounds of appeal:-  
.....  
.....(Supported by an  
affidavit)

7. Prayer  
.....  
.....

Place .....

Date .....

Appellant's Signature

### Annexure-D



## Additional Conditions of Contract

### 1. Correction of arithmetic errors.-

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### 2. Procuring Entity's Right to vary Quantities.-

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage of the quantity specified in the Bidding Document, as per applicable law. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 50% of the value of Goods of the original contract. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

### 3. Dividing quantities among more than one bidder at the time of award.-

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.



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## Annexure E

S. No.	Document	File type
1	<b>Bid Security of Rs. 40,000/- (Rupees Forty thousand only) in case of MSME/SSI unit of Rajasthan Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft in favour of Registrar General, RHC, Jodhpur payable at Jodhpur. Cost of bid document Rs. 1000/- in the form of DD/ BC in favour of Registrar General, RHC, Jodhpur 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/BC to be uploaded.</b>	.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, if any	.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: <b>(Piece Work of less than 5000 pages)- <u>Translation in Hindi, English</u></b>	.pdf
9.	Copies of award of contracts from Central/State Government Departments/ private organizations of repute: <b>long term contracts/empanelments (with more than 5000 pages)- <u>Translation in Hindi, English</u></b>	.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 Average turnover of the last three financial year at least 20 lakh.	.pdf
12.	List of permanent/hired key personnel of the bidder along with their copies of qualification and work experience.	.pdf
13.	Downloaded tender documents duly signed with stamp at each page by the authorized person of the bidder.	.pdf



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## ANNEXURE-1: PRICE BID(BoQ) (on e-Proc website):

Validate

Print

Help

Tender Inviting Authority: Registrar General, Rajasthan High Court, Jodhpur

Name of Work: Tender for Contract of translation services for translation of judgments of Hon'ble Supreme Court and Hon'ble Rajasthan High Court Jodhpur

Contract No: HC/SK/PROCUREMENT/2024-25/68 DATED 29.10.2024

Name of the Bidder/ Bidding Firm / Company :

### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Amount in (incl. all taxes) Rs. P	RATE In Figures To be entered by the Bidder Rs. P (incl. all taxes)	TOTAL AMOUNT (incl. all taxes) in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Translation of Judgements						
1.02	Translation of Judgments of Hon'ble Supreme Court and Hon'ble Rajasthan High Court Jodhpur (English to Hindi/Hindi to English) with printing on 80 GSM Legal Size photostate paper including typing charges	25000.00	Nos	80.00		0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>					

Note : The selected bidder shall provide main soft copy of the translated material in hard disk to office and every 3 week translated judgement will be handed over in soft copy for scrutiny.



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## **ANNEXURE-2: FORMAT OF THE COVERING LETTER**

*(The covering letter is to be submitted by the Bidder as a part of the NIT)*

Date:  
Place:

Registrar General  
Rajasthan High Court,  
Jodhpur

Dear Sir,

Sub: Selection of a Bidder for the **for procurement of translation services for translation of judgments of Hon'ble Supreme Court and Hon'ble Rajasthan High Court.**

Please find enclosed one copy of our “Notice Inviting Tender” (NIT) in response to the issuance of NIT by RHC **for procurement of translation services for translation of judgments of Hon'ble Supreme Court and Hon'ble Rajasthan High Court.** We hereby confirm the following:

- a. The NIT is being submitted by ..... *(Name of the Bidder)* in accordance with the conditions stipulated in the NIT/NIT Documents.
- b. We have examined in detail and have understood the terms and conditions stipulated in the NIT Document issued by Rajasthan High Court, Jodhpur and in any subsequent corrigendums sent by RHC. We agree and undertake to abide by all these terms and conditions. Our NIT is consistent with all the requirements of submission as stated in the NIT Document or in any of the subsequent corrigendum from Rajasthan High Court, Jodhpur
- c. .... *(mention the name of the Bidder)*, satisfy the legal requirements laid down in the NIT Document. We as the Bidder designate Mr./Ms. .... *(mention name, designation, contact address, phone no., fax no., E-mail id, etc.)*, as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.
- d. We affirm that this proposal shall remain valid for a period of .....*[not less than 3 (three) months]* from the last date for submission of the NIT. RHC may solicit our consent for further extension of the period of validity.

For and on behalf of

Signature (with seal)

(Authorised Representative/  
Signatory) Name of the  
Person.....  
Designation.....  
..... (Kindly attach the  
authorization letter)



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## ANNEXURE-3 “TENDER FORM”

# RAJASTHAN HIGH COURT, JODHPUR

**TENDER FORM FOR PROCUREMENT OF TRANSLATION SERVICES FOR TRANSLATION OF JUDGMENTS OF HON'BLE SUPREME COURT AND HON'BLE RAJASTHAN HIGH COURT.**  
**NIT NO. HC/SK/PROCUREMENT/2024-25/68 DATED 29.10.2024**

Addressed to :

<b>Name of the Tendering Authority</b>	Registrar General
<b>Address</b>	Rajasthan High Court, High Court Campus, Jodhpur, (Rajasthan) – 342001
<b>Telephone</b>	0291-2888500-504
<b>Tele Fax</b>	0291-2888080
<b>Email</b>	<a href="mailto:hc-rj@nic.in">hc-rj@nic.in</a> (clearly mention the NIT no. in the subject of the mail)

Firm Details:

<b>Name of Firm</b>			
<b>Name of Contact Person with Designation</b>			
<b>Registered Office Address</b>			
<b>Address of the Firm</b>			
<b>Year of Establishment</b>			
<b>Type of Firm</b> (Public Limited/ Private Limited/ Partnership/ Proprietary)			
<b>Telephone Number(s)</b>			
<b>Email Address/ Web Site</b>	Email :		Web-Site:
<b>Fax No.</b>			
<b>Mobile Number</b>			
<b>Certification/Accreditation/Affiliation, if Any</b>			

- c. The requisite tender fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- d. The requisite RISL processing fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC \_\_\_\_\_ dated \_\_\_\_\_.
- e. The requisite EMD amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. \_\_\_\_\_ dated \_\_\_\_\_.
- f. We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_



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## ANNEXURE -4: PROPOSAL FORMAT FOR ORGANIZATION

### Selection A: Organization Profile

- i. Name of the Organization : .....
- ii. Registered Address : .....
- (Necessary fill Tel.,Fax.,  
Email, Website, etc.) .....
- .....
- iii. Legal Status:

SNo.	Particulars	Registration no.	Date
1	Public Charitable Trust Act		
2	Society under Societies Registration Act		
3	Non-profit company under Indian Companies Act 19 56		
4	Registration under Foreign Contribution (Regulation) Act, 1976		
5	Income tax registration:		
	Under Section 12A		
	Under Section 80 G		
	Under Section 35 CCA		
	Any other Section/ Registration		

### iv. Bank Details:

Bank name	Account No.	Date of Opening Account

### v. Details of the Contact Person

Name : .....

Designation : .....

Contact No. : .....

E-Mail: : .....

### vi. Members Associated with the Organization:

SNo.	Name	Nationality	Occupation/ qualification	Position held in the organization	Relationship with any other officer bearers (if any)	Address





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## Section B: Operational Background

- a. Project related to supply of these type of tems:

SNo.	Name of the programme	Period		No of outreach session per month	Details of the Programme	Total Budget	Source of fund
		From	To				

- b. Staff Details ( Kindly provide the details of 5 key positions in the organization)

Name of Staff	Position	Qualification	Working since

- c. Any previous association/working experience with Govt. Sector? If yes, please provide the details:
- d. Volume of Year wise Grant Received during the last 3 years (in different projects):
- e. Name of the Donors/Funders during the last 3 Years:

## Section C: Basic Documents required to be submitted along with the proposal for Evaluation

- Copy of Trust Deed if registered under Trust Act.
- Copy of Memorandum and Rules if registered under Society Registration Act.
- Annual Report of last one year
- Audited Accounts of last 3 Years.
- Organizational Chart
- Legal Status of the society-Copy of Registration Certificate
- Copy of PAN/TAN Number / GSTIN
- Copy of Latest Income Tax Return Filed
- Any other document relevant to the proposal.



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## ANNEXURE- 5: BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

{Tendering Authority},

\_\_\_\_\_

\_\_\_\_\_

I/ We {Name/ Designation}..... hereby declare/ certify that {Name/ Designation}..... is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender No.: **HC/SK/PROCUREMENT/2024-25/ Dated .10.2024**

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



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## ANNEXURE-6: SELF-DECLARATION NO BLACKLISTING

{to be filled by the bidder on Rs. 100/- Non Judicial Stamp}

To,

{Tendering Authority},

\_\_\_\_\_  
\_\_\_\_\_

In response to the Tender/ NIT No.: **HC/SK/PROCUREMENT/2024-25/68** Dated **29.10.2024** for {Project Title}, as an Owner/ Partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



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## ANNEXURE- 7: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder}

To,

{Tendering Authority},

\_\_\_\_\_

\_\_\_\_\_

**NIT: NIT No. HC/SK/PROCUREMENT/2024-25/68 Dated 29.10.2024**

### CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



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## ANNEXURE-8 : FINANCIAL BID UNDERTAKING

{ on bidders letterhead in technical bid }

To,  
Registrar General,  
Rajasthan High Court,  
Jodhpur

Reference:– **NIT No. HC/SK/PROCUREMENT/2024-25/ Dated .10.2024**

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price- bid given in **Annexure-1**.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period equal to bid validity and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:



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## ANNEXURE-9: PERFORMANCE BANK GUARANTEE

{to be submitted by the bidder's bank}

(To be submitted on Non-Judicial stamp paper accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jodhpur)

(Payable at par at Jodhpur)

To,

Registrar General,  
Rajasthan High Court,  
Jodhpur.

- a. In consideration of the Rajasthan High Court, Jodhpur (RHC) (hereinafter called "RHC") having agreed to exempt M/s ..... (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..... dated ..... made between the Rajasthan High Court, Jodhpur through Registrar General and ..... (Contractor) for the work ..... (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees ..... only), we ..... (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the Rajasthan High Court, Jodhpur an amount not exceeding Rs.....(Rupees.....only) on demand.
- b. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RHC. Any such demand made on the bank by the RHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RHC and We..... (Indicate the name of Bank), bound ourselves with all directions given by RHC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
- c. We..... (indicate the name of Bank), undertake to pay to the RHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
- d. We..... (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RHC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RHC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
- e. We ..... (indicate the name of Bank) further agree with the RHC that the RHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RHC against the said Contractor(s) and to forbear or enforce any of the NIT for selection of Vendor for supply of all items throughout the State of Rajasthan (After Pre-Bid) terms and conditions relating to the said Agreement and we shall not be



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relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RHC or any indulgence by the RHC to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

- f. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- g. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RHC in writing.
- h. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
- i. It shall not be necessary for the RHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RHC may have obtained or obtain from the contractor.
- j. We ..... (indicate the name of Bank) verify that we have a branch at Jodhpur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jodhpur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
- k. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1) .....

(2) .....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:



## GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RHC
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

Registrar General  
Rajasthan High Court, Jodhpur





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## ANNEXURE-10: 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'sCheque/ 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 / KisanVikasPatras 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, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No. \_\_\_\_\_ Dated: \_\_\_\_\_ 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.
- 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



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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

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

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1



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## ANNEXURE – 11 :RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)

(Must be filled)

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](mailto:hc-rj@nic.in) on date\_\_\_

Yours faithfully,

\_\_\_\_\_

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

### Bank Confirmation

Certified that the furnished above bank details are correct as per our records.

Bank's Stamp

Authorized Signatory\_\_\_\_\_ Date \_\_\_\_