

HIGH COURT OF MADHYA PRADESH, JABALPUR

SECOND CALL

No. Reg(IT)(SA)/2019/357

Dated:05-03-2019



Bid Document for

Appointment of Consultancy Firm/individual person(s) for outsourcing the work of translation of civil & criminal cases from Hindi language into English language.

High Court of Madhya Pradesh, Jabalpur-482001

Telephone : 0761-2623358

Website : www.mphc.gov.in

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HIGH COURT OF MADHYA PRADESH, JABALPUR

SECOND CALL

Name of work: - Request for proposal for appointment of Consultancy Firm/individual person(s) for outsourcing the work of translation of civil & criminal cases from Hindi language into English language at High Court of Madhya Pradesh.

OPEN ADVERTISED TENDER

SECOND CALL

NO. REG (IT)(SA)/2019/357, DATED:05-03-2019

S. No.	Particulars	Details
1	Tender ID	No. Reg (IT) (SA) / 2019 / 357, dated:05-03-2019
2	Tender date	
3.	Availability of RFP	RFP can be downloaded from:- www.mphc.gov.in
4	EMD	Earnest Money Deposit of Rs.25,000/- (Twenty Five Thousand) only. Demand Draft in favour of “Registrar General, High Court of Madhya Pradesh, Jabalpur” payable at Jabalpur from any of the nationalized scheduled commercial bank or BG as per standard format valid for the period of <u>six months</u> .
5	Tender Fees	Rs.500/- (non refundable)
6	Performance Bank Guarantee (PBG)	Bank Guarantee as per the standard format valid for at least 36 months.
7	Nodal Officer for correspondence and Clarification	Registrar (IT) (SA) and Principal Registrar (J) High Court of Madhya Pradesh, Jabalpur.
8	Date of Pre-bid meeting.	12th March, 2019 at 11:30 AM , conference hall south block, High Court of M.P., Jabalpur.
9	Last date of bid submission	Proposals must be submitted not later than 02nd April, 2019 by 3:00 PM at Inward Section/Receipt Section, High Court of Madhya Pradesh, Jabalpur.
10	Opening of Technical bid	02nd April, 2019 at 3:30 PM.
11	Opening of Financial bid	To the shortlisted bidders the communication shall be made on e-mail accordingly.

Note :- The hard copy of the proposal / tender submitted by post shall not be acceptable. It should be submitted at Inward / Receipt Section of the High Court of M.P., Jablapur.

Section – I

NOTICE INVITING TENDER

No. Reg(IT)(SA)/2019/357

Dated: 05-03-2019

The Registrar General, on behalf of High Court of Madhya Pradesh invites sealed tenders from experienced and reputed firms/organizations for outsourcing the work for translation of civil & criminal cases from Hindi language into English language.”

S. No.	EMD (In Rupees)	Cost of Tender Document (in Rs.)	Last Date / Time of Submission	Date and Time of Opening of Technical Bid
1.	25,000/- (Twenty Five Thousand)	500/-	02 nd April, 2019, before 03:00 PM	02 nd April, 2019, at 03:30 PM

1. The tender document is available in website www.mphc.gov.in for reference.
2. The Physical copy of the Technical Bid along with original EMD and Tender Fees should also be submitted at the address below latest by **02nd April, 2019 at 3:00 P.M.**
3. All further notifications/amendments, if any shall be posted on www.mphc.gov.in only. No separate communication shall be made with individual Bidders.
4. **The financial bids are to be submitted in hard copy in separate sealed envelop along with the bid document.**

All other terms and conditions for submission of tender are contained in this document. If the date of submitting/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day.

The Registrar General, High Court of Madhya Pradesh, Jabalpur (M.P.) reserves the right to accept or reject any or all bids without assigning any reason thereof.

Address for communication:

Registrar General,

High Court of Madhya Pradesh

Jabalpur (M.P.) , Email: mphc@nic.in , Landline: 0761-2623358

**APPOINTMENT OF CONSULTANCY FIRM/INDIVIDUAL PERSON(S) FOR
OUTSOURCING THE WORK OF TRANSLATION OF CIVIL & CRIMINAL
CASES FROM HINDI LANGUAGE INTO ENGLISH LANGUAGE.**

**REQUEST FOR PROPOSAL (RFP)
ISSUED BY**

HIGH COURT OF MADHYA PRADESH, JABALPUR-482001

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1. GENERAL INFORMATION:

1	Name of Department	High Court of Madhya Pradesh, Jabalpur.
2	Address for Submission of Bid Document	Inward/Receipt Section, High Court of Madhya Pradesh, Jabalpur (M.P.)
3	Name of Project	Appointment of Consultancy Firm/individual person(s) for outsourcing the work of translation of civil & criminal cases from Hindi language into English language.
4	Contact Details	O/o The Registrar General, High Court of Madhya Pradesh, Jabalpur. 0761-2023358. e-mail:-mphc@nic.in
5	Cost of Document	Rs.500/- (Rupees Five Hundred only)
6	Last Date & time for Submission of Technical documents.	Proposals must be submitted not later than 02nd April, 2019 by 3:00 PM at Inward Section/Receipt Section, High Court of Madhya Pradesh, Jabalpur.
7	Opening of Financial Bid	To the shortlisted bidders the communication shall be made on e-mail accordingly.

2. AIM & OBJECTIVE:

The aim is to select suitable reputed Consultancy Firm/individual person(s) for outsourcing the work of translation of civil & criminal cases from *Hindi language into English language*.

3. SCOPE OF WORKS:

The main description of the work to be handled by the Consultancy Firm/individual person(s) shall include as per details given below:-

- 3.1 Conversion of case files from Hindi language to English language under the direction of competent authority.
- 3.2 Visiting the site, discussions of work with Registrar General or the Officer nominated by Chief Justice.
- 3.3 Provide the supervision/inspection report with periodical visits preferably once in a month or as may be required on demand from High Court of Madhya Pradesh, Jabalpur during the course of execution of the Project / Contract.
- 3.4 Any other services in the subject to the work/site demands.
- 3.5 The Consultancy Firm/individual person(s) shall attend all the meetings as may be convened by the High Court of Madhya Pradesh, Jabalpur for review of work by the Consultancy Firm/individual person(s).
- 3.6 The Consultancy Firm/individual person(s) shall incorporate all the comments and observation as may be made by the High Court of Madhya Pradesh, Jabalpur in the Project Report.
- 3.7 The translation work of case files are to be carried out within the premises of the High Court of M.P., Jabalpur and its Bench at Indore and Gwalior / or within the premises of the Consultancy Firm/ individual person(s) with prior permission of competent authority.
- 3.8 The translation work is to be duly certified by the respective Firm/individual person(s).

4. COPYRIGHT:

- 4.1 The fee to be paid as provided will be for full discharge of the functions to be performed by the Consultancy Firm/individual person(s) and no claim whatsoever shall be entertained by the High Court of Madhya Pradesh, Jabalpur, in respect of any proprietary right of the parts of any other party relating to the work etc. The Consultancy Firm/individual person(s) indemnify and keep indemnified Registrar General, High Court of M.P., Jabalpur against all such claims cost and expenses paid in defending themselves against all such claims.

5. PAYMENT OF REMUNERATION:

- 5.1 The High Court of Madhya Pradesh, Jabalpur shall pay the fees to the Consultancy Firm/individual person(s) for the professional services that he will render to the High Court of M.P.

- 5.2 The fees shall be inclusive of the foreseen or unforeseen expenditure on any outstation visit of the Consultancy Firm/individual person(s) for the work/ project related purposes.
- 5.3 The Consultancy Firm/individual person(s) shall have to make all arrangements for any other facilities required by his staff at his own cost.
- 5.4 The compensations of Rs.500/- per default shall be recovered by the High Court of Madhya Pradesh, Jabalpur from the Consultancy Firm/individual person(s) for non-attending prefixed meetings or the discussions, assistance to High Court of Madhya Pradesh, Jabalpur in completing the work/project, provided that no such compensation will be recoverable, if in the opinion of the High Court of Madhya Pradesh, Jabalpur .that such failure to attend the meeting was for the reason beyond the control of the Consultancy Firm/individual person(s).

6. SCHEDULE OF PAYMENT:

The successful bidder will be paid proportionally to the job on page per one side basis. The consultancy fees shall be quoted in rupees inclusive of all taxes, TDS, duties, levies, rentals, allowances, entry fees and other overheads called by any other name whatsoever, as applicable on the date of submission. The High Court of Madhya Pradesh, Jabalpur, shall not be liable to reimburse any expenditure arising out of breach of law, rules and regulations for the time being in force.

7. ADDITION AND ALTERATION:

- 7.1 The High Court of Madhya Pradesh, Jabalpur shall have the right to request in writing for adopting the changes, additions, modifications or deletions in any part of the work and to request in writing for executing the additional work in connection therewith and the Consultancy Firm/individual person(s) shall abide by complying these request. It is also to be determined mutually unless such changes, alterations are due to the Consultancy Firm/individual person(s) own omission and/or discrepancies including changes required by the Consultancy Firm/individual person(s) for all internal, external utilities and services, the decision of the High Court of Madhya Pradesh, Jabalpur, shall be final one, whether the deviation and additions are substantial as

requiring any compensation are to be paid to the Consultancy Firm/individual person(s).

- 7.2 The Consultancy Firm/individual person(s) shall not make any deviation, alterations, additions or omissions for the work shown/described and awarded to the contractor except through and with prior approval of the competent authority, High Court of M.P. Jabalpur.

8. ABANDONMENT OF WORK:

If the Consultancy Firm/individual person(s) abandons the work for any reason whatsoever or becomes incapacitated from acting as Consultancy Firm/individual person(s) for aforesaid job, then the High Court of Madhya Pradesh, Jabalpur, shall make full use of all or any of the work done by the Consultancy Firm/individual person(s). In such a veering state, the Consultancy Firm/individual person(s) shall be liable to pay the damages as may be assessed by the High Court of Madhya Pradesh, Jabalpur. Provided that, in the event of the termination of the agreement under serving the proper notice as provided in the clause hereinafter, the Consultancy Firm/individual person(s) shall be entitled to avail entire fees for the services he has rendered and liable to refund any excess payment made to him over and above, which is due to him in accordance with the terms of this agreement till the date of termination of the agreement.

9. PENALTY CLAUSE:

- 9.1 The compensation of Rs.500/- per default shall be recovered by the High Court of Madhya Pradesh, Jabalpur from the Consultancy Firm/individual person(s) for non-attending prefixed meetings or the discussions, assistance to High Court of Madhya Pradesh, Jabalpur in completing the work/project, provided that no such compensation will be recoverable, if in the opinion of the High Court of Madhya Pradesh, Jabalpur, that such failure to attend the meeting was for the reason beyond the control of the Consultancy Firm/individual person(s).
- 9.2 If the Consultancy Firm/individual person(s) abandons the work for any reason whatsoever or becomes incapacitated from acting as Consultancy Firm/individual person(s) for aforesaid job, then the High Court of Madhya Pradesh, Jabalpur shall make full use of all or any of the work done by the Consultancy Firm/individual person(s). In such a

veering state, the Consultancy Firm/individual person(s) shall be liable to pay the damages as may be assessed by the High Court of Madhya Pradesh, Jabalpur Provided that, in the event of the termination of the agreement under serving the proper notice as provided in the clause hereinafter, the Consultancy Firm/individual person(s) shall be entitled to avail entire fees for the services he has rendered and liable to refund any excess payment made to him over and above, which is due to him in accordance with the terms of this agreement till the date of termination of the agreement.

10. TERMINATION:

That the agreement shall be terminated at any point of time by High Court of Madhya Pradesh, Jabalpur giving one month's notice to the Consultancy Firm/individual person(s) and in the event of such termination, the Consultancy Firm/individual person(s) shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to the firm over and above what is due in terms of the agreement on the date of termination and the High Court of Madhya Pradesh, Jabalpur may fully utilize all or any of the work done by the Consultancy Firm/individual person(s). The determination of entitle fees shall be as determined by the High Court of Madhya Pradesh, Jabalpur which will be final & binding as the Consultancy Firm/individual person(s).

11. Document to be submitted along with offer (in physical submission).

- 11.1 Consultancy Firm/individual person(s) registration details and relevant certificates.
- 11.2 Translators Bio-data, pay structure, qualifications, experience etc.
- 11.3 Any other relevant data to prove competency of the firm / individual .
- 11.4 The applicant should give their acceptance of all terms and conditions by signing each page of the documents.
- 11.5 Earnest Money Deposit (EMD) in the form of Fixed Deposit Receipt (FDR)/ BG/DD for an amount of Rs.25,000/- (Rupees Twenty Five Thousand only) drawn in favor of the Registrar General, High Court of Madhya Pradesh, Jabalpur from the Scheduled Bank/ Nationalized Bank valid for the minimum period of six month.

- 11.6 The cost of tender document Rs. 500/- to be submitted along with the bid document drawn in favor of the Registrar General, High Court of Madhya Pradesh, Jabalpur from the Scheduled Bank/ Nationalized Bank valid for the minimum period of six month
- 11.7 Experience Certificate issued by the Central Government / State Government / Reputed Private Organization/ Public Sector Organization.
- 11.8 PAN Card detail.
- 11.9 GST Registration issued by respective Authority.
- 11.10 The last three years annual returns i.e. ITR 2015-16, 2016-17 and 2017-18.

12. PROFESSIONAL FEE:

- 12.1 The applicant shall quote professional fee as per “**Schedule – B**”.

13. GENERAL:-

- 13.1 The Consultancy Firm/individual person(s) shall be fully responsible for the technical soundness of the work including those of the specialists engaged, if any by him and also ensure that the work is carried out entirely in accordance with the requirement of the High Court.
- 13.2 The successful consulting firm, on allotment of work shall execute an agreement on non judicial stamp paper worth of Rs.500/- (Rs. Five Hundred Only).
- 13.3 The stamp duty payable under the law in respect of the agreement and other incidental charges shall be borne by the Consultancy Firm/individual person(s)
- 13.4 The location of the proposed work is required to be inspected by the Consultancy Firm/individual person(s) before offering the rate.
- 13.5 The tender/bid documents, (except financial bid) shall be submitted in sealed cover to Inward/ Receipt Section of the High Court of M.P, Jabalpur (M.P.).
- 13.6 The intending applicant shall have to submit EMD for an amount of Rs.25,000/- (Rupees Twenty Five Thousand only) drawn in favor of the Registrar General, High Court of Madhya Pradesh, Jabalpur from the Nationalized Bank/Scheduled Bank.
- 13.7 The intending applicant shall have to submit the cost of tender document Rs.500/-.

13.8 All bidders are to compulsory quote the price/cost of consultancy in absolute figure. No percentage shall be accepted. The percentage basis bid will be straight way rejected and the agency shall be disqualified. The fees quoted shall be inclusive of all taxes etc. The conditional tenders shall be summarily rejected.

14. MINIMUM QUALIFICATION CRITERIA/ELIGIBILITY:

- 14.1 Experts in the field of translation with a minimum experience of at least 2 years.
- 14.2 The Consultancy Firm/individual person(s) must have minimum 2 years experience of taken up such projects.
- 14.3 The Consultancy Firm/individual person(s) must have completed and executed works for the Government Institutions / Semi Government, private Sectors, with above mentioned expertise.
- 14.4 The following certified documents shall have to be submitted:
- a. The Consultancy Firm/individual person(s) shall have the experience of at least one similar projects for the Government Institutions / Semi Government / Private Sectors and public sector organizations A copy of the certificate shall have to be submitted that the work has been completed satisfactorily by the Consultancy Firm/individual person(s) in the Department's/ company's letter head.
 - b. Necessary documentary proof in support of all above mentioned criteria should be submitted as part of the Technical Document.
 - c. The firm must have proper established office with staff on their rolls with facility of computer-aided backup. The firm should have a proper office infrastructural set up.
 - d. The Consultancy Firm/individual person(s) shall submit their detailed company profile having details of staff and infrastructure availability, Key personnel's etc. along with the physical submission so as to decide the Eligibility Criteria he experts are required to study this document and ensure that they are eligible and have the expertise to undertake such work as specified in the Scope of Work which is not exhaustive.

Signature of the Bidder

15. SCHEDULE-B (PRICE DETAILS):

Name of work: - Request for proposal for Appointment of Consultancy Firm/individual person(s) for outsourcing the work of translation of civil & criminal cases from Hindi language into English language.

Item No.	Item Description	Unit/item	Tender Rate in Rupees for per page translation of cases from Hindi language into English language	Taxes in Rupees	Total Amount in Rupees
1	2	3	4	5	6=4+5
1	Consultancy work for outsourcing the work of translation of cases from Hindi language into English language.	Per Page (standard Legal / A4) single side)			

Signature of the Bidder

Note:- The above cost should include the typing of document /page .