

Terms of Reference (TOR)

HARTRON intends to on-board companies/ agencies for the translation of judgments delivered by the Hon'ble Rajasthan High Court to Hindi Language

from

Companies/ Agencies already
empaneled with HARTRON

HARTRON/GM/CO(ICT)/ToR-RHC/2025-26/01

Released by:



Haryana State Electronics Development Corporation Limited
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DISCLAIMER

This Terms of Reference (TOR) is for the Selection of Service Provider for translation of judgments delivered by Rajasthan High Court to Hindi Language from the Companies / Agencies already empanelled with HARTRON and is issued by Haryana State Electronics Development Corporation Limited (referred in the document as HARTRON).

Whilst the information in this TOR has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither HARTRON, nor its employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the TOR, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed Project/ Product Name, or makes any representation or warranty, express or implied, with respect to the information contained in this TOR or on which this TOR is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this TOR is selective and is subject to updation, expansion, revision and amendment at the sole discretion of HARTRON. It does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this TOR, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project/ Product Name, the regulatory regime which applies thereto and by and all matters pertinent to this Product and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to this Project. HARTRON shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the TOR in any manner whatsoever.

This TOR includes certain statements, Project/ Product Name, etc. with respect to the

Project/ Product Name. Such statements, Project/ Product Name, etc. reflect various assumptions made by the management, officers, employees, consultants, and experts of HARTRON which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of assumptions on which they may be based and nothing in this TOR is, or should be relied on as, a promise, representation or warranty.

HARTRON shall be the sole and final authority with respect to qualifying a proposer through this TOR. The decision of HARTRON in selecting the “Service Provider” (SP) who qualifies through this TOR shall be final and HARTRON reserves the right to reject any or all the proposals without assigning any reason thereof.

HARTRON may terminate the TOR process at any time without assigning any reason and upon such termination, HARTRON shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

1. Invitation to Bid

HARTRON invites sealed proposals from eligible companies for the translation of judgments delivered by the Honorable Rajasthan High Court to Hindi Language from the Companies / Agencies already empanelled with HARTRON.

General Information

1.	TOR Inviting Authority Designation and Address	Managing Director, Haryana State Electronics Development Corporation Limited (HARTRON), SCO 111-113, 2 nd Floor, Sector 17-B, Chandigarh - 160 017
2.	Name of the Work/ Project	Selection of Service Provider for the translation of judgments delivered by the Honorable Rajasthan High Court to Hindi Language from the Companies/ Agencies already empanelled with HARTRON.
	TOR reference	<u>HARTRON/GM/CO(ICT)/ToR-RHC/2025-26/01</u>
3.	Starting date of ToR	05.04.2025
4.	Last date and time for submission of proposals	08.04.2025 up to 05:00 PM.
5.	Date and Time of opening Financial Proposals	09.04.2025. Venue: Hartron Bhawan, Bays No. 73- 76, Sector 2, Panchkula - 134 109
6.	Validity of Financial Proposals	Financial Proposals must remain valid for a period of 180 days after the opening of Financial Proposals.

Note: MD, HARTRON reserves the right to change any schedule of TOR proposal process. In case a Central/ State Holiday is declared on any day/ dates as specified above, the event shall be held on the next working day at same time and same venue.

Address for correspondence: O/o G M / CO (ICT), Hartron Bhawan, Bays No. 73-76, Sector 2, Panchkula - 134 109 email: dhicthartron@gmail.com and rajendarhartron@gmail.com

Important Note:

1. The Applicants/bidders have to complete Application / Bid Preparation & Submission stage on scheduled time as mentioned above. If any Applicant /bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as Applications / bids not submitted.
2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of Application/Bid Preparation & submission stage (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
4. The bidder can submit their bids online as per the dates mentioned in the schedule/Important Dates above.

2. Terms of reference

Haryana State Electronics Development Corporation Ltd. (HARTRON), a State Govt. undertaking invites proposals for the Selection of Service Provider(s) for the translation of judgments delivered by the Honorable Rajasthan High Court to Hindi Language from the Companies / Agencies already empanelled with HARTRON.

Proposal Preparation Costs

The proposer will be responsible for all costs incurred in connection with the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposals, providing any additional information required by HARTRON to facilitate the evaluation process and all such activities related to the TOR process. This TOR does not bind HARTRON to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

HARTRON's Right to Extend the Proposal Deadlines and terminate the Process

- i. HARTRON may, at its discretion, reserves the right to postpone or cancel, extend the deadline for submission of proposal.
- ii. HARTRON may terminate the proposal process at any time without assigning any reason. HARTRON makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- iii. This TOR does not constitute an offer by HARTRON.

Period of Validity of Offer

Offer should remain valid for 180 days after the date of opening of financial proposals.

PROCEDURE FOR SUBMISSION OF PROPOSALS

- Proposals to be submitted as per the “Important Information” table.
- The price would be strictly as per **Annexure provided in this TOR**. The proposals not conforming to the format shall be rejected.
- The Prices quoted shall be only in INDIAN RUPEES (INR) only. The TOR proposal is liable for rejection if Price Proposal contains conditional offers.
- The proposer has to submit the Commercial Proposal only in the format provided in **Annexures** of this document online only. The details of Cost Components shall be submitted in the format provided in the **Annexures of this document**.
- The Financial Proposal should only indicate prices without any condition and should include all taxes, duties, fees, levies and other charges levied by Central & State, as may be applicable in relation to activities proposed to be carried out. All the taxes shall be quoted separately under relevant sections.

3. OBJECTIVE:

The main objectives of a translation are accuracy, precision, clarity, readability and localization. To ensure these objectives are met, the translator must have an understanding of both the source and target languages as well as any relevant cultural nuances. The translator must have audience centric approach so as to ensure the purpose of translation is not defeated.

India being a multi-lingual multi-cultural country, various states have problems of having speech communities with variety of languages which are mutually unintelligible. This can impact progress of people and thus the state. The core problem of mainstream population of the state is that common people do not get to know various programs and policies laid down by government and non-governmental agencies for their development which ultimately leads to the development of the state. Language barrier is the main barrier that hinders such a development. People from rural and tribal areas do not even know how to express their desire and present their problems to appropriate authorities to governmental and non-governmental bodies. The next issue is the problem that government officers face with people. Indian administrative set up is such that the collector of a district may not be the speaker of the language spoken in the area. Although of course they get trained at an institute before joining their jobs where they learn the major standard language of the state, they do not always master the ability to conduct all official activities in the standard language spoken in all the areas of the state. Understanding their problems, reaching them about various plans and programs has always been a problem for the district headquarters and the district collectors. The most crucial areas have been in the areas of legal justice and human rights.

People are not able to fight for their rights in the court of law because they do not understand the language of law and the language used in the court. It is very important to have efficient people who can help the country to progress with smooth administration and human rights by helping them to be understood linguistically.

According to official language policy and right to information act, everyone has a right to know what is going on in the government and various schemes and fundamental legal rights designed for them. Interpreting the documents appropriately has also been a problem that the state is facing in the field of law and administration. In this sense, interpreting a document is also as important as translating a document. This requires the ability to understand, comprehend and analyze the document as a whole rather than glossing the document word by word. A certain word which has one meaning in a given context may have another meaning and significance in another context or even in the same context in another language. Specially, in case of official documents, we see people facing problems in translating the exact glossary of various official terms with appropriate.

4. Eligibility Criteria

Any bidder submitting their bid against this RFP shall be mandatorily required to fulfill the following eligibility criteria:

No.	Pre-qualification Criteria	Supporting Documents to be furnished
1.	The Company must be registered in India under the Indian Companies Act, 1956/Partnership Act 1932/sole proprietorship (with VAT & service Tax registration) firm and should be in existence in India for at least 3 years, as on date of submission of bid.	Certificate of Incorporation/ Partnership Deed.
2.	The Company/Agency(ies) should be operating in the business of translation of data/similar work for the last 3 years.	Proof of document like work orders/completion certificates of work for the last three years.
3.	The bidder should have average turnover of 5 Crores, for the last 3 Financial Years (2020-21, 2021-22 and 2022-23)	• Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Agency(ies) for the FY 2021-22, 2022-23 and 2023-24)
4.	The bidder must have a PAN No. and GST No.	• Copy of PAN Card • Copy of GST certificate

5. Scope of Work

1. Scope: As per the orders of Hon'ble Rajasthan High Court, all the identified judgments are to be translated into Hindi language to make the target citizens able to read and understand their meaning enabling them to take further course of action accordingly. Therefore, the translator must adopt the appropriate method of translation to be able to be audience centric.
2. It is crucial to understand that the purpose of translation is to ensure the expected task is accomplished with expected result and output. This requires the translator to understand and comprehend the concept and idea of the text that needs to be translated.

Initially, there are approximately 12000 number of pages (which are likely to increase later on) that are to be translated from English language to Hindi through agencies. The judgments will be provided in PDFs format for translation.

Hence, proposals are invited from reputed firms/ companies pioneer in this area for the said translation work from English to Hindi for the above mentioned number of pages. The interested companies may send a brief profile and the time line to complete the work.

3. Guidelines for Translation/ Transliteration: As per the Standard Operating Procedure (SOP) prescribed by the Hon'ble Rajasthan High Court (detailed in the Annexures of this ToR), judgments must be translated/transliterated and submitted in both Word and PDF formats. Any further instructions issued in this regard will be promptly communicated to the concerned firms.
4. Completeness and accuracy: Completeness and accuracy is the most important aspect of translation. These aspects of the translated text are authenticated by an appropriate authority if the translator is an uncertified translator. Whether the translator is a certified one or an uncertified one, he has to know that whereas full translation of a document is expected most of the time, sometime there might have been the need to go for extraction translation. There can also be occasions where extraction translation is only allowed and permitted by the party who has the copyright to the materials unless otherwise the material comes under the right to information act.
5. Format and layout: Format and layout of the full text translation is different from the format and layout of extract translation. The page numbers, paragraph details and other reference details of the translated text must be properly cited when the format and layout of the translated material are different from the original text.

6. Omission: Omission of rows, columns and pointers can also be the choice of the translator if it is allowed and if he feels that doing this is required in the case where the source language had a need to put the materials in a format which is different from the requirement of the target language. In this case, the translator must mention that such and such rows and columns have been removed or omitted from the original text for easy comprehensibility or specific reasons why the translator has opted for such a decision.
7. Signature: Signature of the translator must be put under every translation of official documents for accountability and to ensure that there has not been any distortion of data or exaggeration of facts which can lead to misunderstanding and chaos.

Page number of the original texts and translated texts may differ.

8. Margins: Margins, layouts, paragraphing, numbers of bullet points have to be properly matched and sequenced so that the original text and the translated version can be easily identified for authentication.

Electronic translation of the hard copies often show difference in margins, page numbers, formats and lay-outs. The PDF version of a document may also differ from the word document and even the word document can differ from an excel sheet version of the translation. The translators show innovation and creativity when they convert word files to excel sheets or the reverse for the purpose of easy comprehensibility. This usually happens in case of balance sheets of financial documents or transactions or texts that have several tables, charts and graphs. In such cases, the translator needs to scan the original documents and attach them with the translated versions.

Selection of appropriate software for translation and interpretation in case of electronic translation can also need editing of the translation that should also be mentioned to maintain ethics of accurate translation of official documents.

Insertion of notes and abbreviations

Notes from the translator, names of the signatories and concerned parties are important for the purpose of official translation. Address details, numbers and dates must maintain accuracy to avoid confusion.

Abbreviations, certifications, distinctions inserted by the translator, typing errors which have been identified later on must be added in a separate sheet which must be

attached to the translated document at the end.

9. Declaration and disclaimer: The disclaimer is to be inserted at the last of the translated document.
10. The following procedure is suggested to carry out the translation activity

#	ITEM	ACTIVITY
1	Pre-Processing:	Collecting the document from HARTRON in PDF format.
2	AI/ML Platform	Ingestion into the AI/ ML Platform
		Processing & Output generation
		Output evaluation
		Quality Check
3	Expert Evaluation	Comparison of output with the original file
		Expert QC - Content
		Expert QC - use of Language
		Expert QC - Overall Quality
4	Rectification	Corrections & Suggestions
		Iterative Training of AI/ ML

6. TERMS & CONDITIONS:

- a. To encourage regional languages in legal processes, the Supreme Court has developed the Supreme Court Vidhik Anuvaad Software (SUVAS), an AI-powered translation tool. SUVAS can translate judicial documents between English and regional languages. Translated versions of the judgments may or may not be provided by the Client. Thus, the firm is free to utilise its own AI tools wherever necessary.
- b. Non-Disclosure agreement / undertaking shall be provided by the agency(ies)(ies) that they will not copy any data / not sell any data to any 3rd party.
- c. Payment will be released only after the translated judgments are duly approved & accepted by the Hon'ble Rajasthan High Court.
- d. The bidder shall have to arrange his own infrastructure and technically trained staff for the entire scope of work. HARTRON would neither bear any expenses nor accept responsibility for the same and there would be no relationship between HARTRON concerned and the staff of the bidder.
- e. The agency(ies) will work in close coordination with Nodal Officer at site.
- f. No proposal will be considered unless and until all the documents are properly signed & stamped.
- g. The agency(ies) is/are required to comply with the requirements of all the Acts, Rules and Regulations framed by the State Government/ Central Government relating to contract work.

- h. The Bidder will not sublet the job to any other party/vendor in any form. If found doing so, it shall result in termination of contract and forfeiture of Security Deposit/EMD.
- i. Timeline - The maximum time-line given to accomplish the above task is 30 working days (excluding Saturday, Sunday and Public Holidays). The timeline of 30 working days will start from the date of placement of work order or providing PDFs for conversion; whichever is later. The firms / companies should provide an execution plan (per day basis) so as to complete the entire work well within the given time line.
- j. Payment - Payment will be released on after signoff of the complete batch of translated documents as would be submitted by the company. The payment will be released within 15 days from the acceptance & approval of the quality of the judgements by the court and receipt of payment from the Hon'ble Rajasthan High Court.
- k. IT Act 2000: Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000 and / or latest guidelines issued by MeitY/State Govt.

7. BID EVALUATION CRITERIA:

HARTRON shall constitute a Bid Evaluation Committee to evaluate the responses of the Bidders. The Evaluation Committee constituted by HARTRON shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Evaluation Committee may ask for meetings with the Bidders to seek clarifications or conformation on their proposal if need arise.

The Evaluation Committee reserves the right to reject any or all proposals at any stage of the evaluation process. Each of the responses shall be evaluated as per the criteria and requirements specified in this ToR document.

The steps for evaluation are as follows:

Step 1: Technical Evaluation

- a) The technical bids shall be reviewed to determine whether the bids are

substantially responsive. A bid shall be considered responsive only if it satisfies all the requirements laid down in this ToR and provides relevant information in the respective formats specified in the ToR. Bids which are not substantially responsive are liable to be disqualified at HARTRON's discretion.

- b) The technical proposal of the responsive bids shall be evaluated and marked against the Technical Evaluation Criteria mentioned in this document.
- c) The bidders shall be required to deliver a presentation on their detailed approach and methodology for the proposed engagement. Marks shall be allotted on the basis of criteria specified in this document.
- d) The bids with overall technical score of at least 60 marks shall qualify for the commercial evaluation stage.

Step 2: Commercial Evaluation

- a) All technically qualified bids shall be notified to participate in the commercial bid opening process.
- b) The commercial bids of all technically qualified bidders shall be opened on the notified date and shall be reviewed to determine whether the bids are substantially responsive and unconditional.

7.1 Technical Evaluation Criteria

The detailed breakup of marks for evaluation of technical bids submitted by the bidders is defined in the table presented below. A bidder must score a **minimum of 60 marks** to qualify for Commercial Evaluation.

S#	Parameter	Criteria	Max Marks	Document/Information Required
1	The Bidder must have average annual turnover of at least INR 5 Crores during the last three years	· Avg Turnover = INR 5 Crores - 5Marks · Avg Turnover > INR 5 Crores and <7 Crores - 5Marks 10 Marks · Avg Turnover > INR 7 Crores - 15Marks	15	Audited financial statements for the last three financial years from Statutory Auditor/ Chartered Accountant
2	The bidder must have executed the same work as defined in the scope of work in ToR document.	· 3 Marks for each work. Maximum 5 work will be taken in account.	15	Work Orders / Completion Report
3	Successful translation or	· Number of	15	Submit documentary

S#	Parameter	Criteria	Max Marks	Document/Information Required
	similar work of number of A4 Pages	pages translated ≥ 1 Lacs and < 3 Lacs: 5 Marks · Number of pages translated ≥ 3 Lacs and < 5 Lacs: 10 Marks · Number of pages translated ≥ 5 Lacs: 15 Marks		proof.
4	Evaluation of organization's Technical manpower resources and strength	Team Size: 50 to 100 - 05 marks > 100 or ≤ 500 - 10 marks >500 - 15 marks	15	Documentary proof.
5	Technical Presentation - To be submitted along with the technical proposal	· Approach and methodology for project execution as per ToR · Understanding of Technical and functional requirements. · Implementation Strategy, Activity wise Project Plan/ Timelines.	15	
6	Proof of Concept: The bidder will have to prove the proof of concept of their Translation tool for the translation of document from English to Hindi. Marks for this section will be given on the basis of success rate of translation tool.	· Success rate $> 60\%$ and $\leq 65\%$ - 07 Marks · Success rate $> 65\%$ and $\leq 75\%$ - 12 Marks · Success rate $> 75\%$ to 85% - 18 Marks · Success rate $> 85\%$ - 25 Marks	25	Documents related to verification of the translation done by AI tool to be submitted in the technical documents for the success rate evaluation.

7.2 Final Evaluation

- L1 will be declared on "Total Amount (Per page) In INR (a+b)" in the Commercial Proposal. The negotiation will be held as per procedure.
- Other participating agencies will be asked to match the L1 price so that multiple companies are on-boarded for carrying out this translation work in shortest possible time- frame.

3. Award of contract of at least 25% of the total work will be given to the L1 bidder and the award of contract for rest of the work will be given amongst all the bidders who have matched the L1 rates. Minimum lot will be allotted initially and balance will be given depending upon the capacity & accuracy of the translated judgements submitted including L1 bidder.

7.3 Charges for Translation

- 1 All the empaneled/ selected agencies will be paid the discovered rate per page for translating the judgments to Hindi. For calculation, the number of pages in the original English judgment will be considered.
- 2 Minimum lot will be allotted initially and balance will be given depending upon the capacity & accuracy of the translated judgements submitted.

7.4 Hiring of Judicial Officers/ Lawyers for Vetting the Judgments

All the empaneled/ selected agencies have to compulsorily hire Judicial Officers/ Lawyers from Rajasthan (preferably from Jodhpur) for vetting the translated Judgments.

7.5 Performance Bank Guarantee

A Performance Bank Guarantee (PBG) amounting to 5% of the total order value must be issued in favor of "MD, HARTRON," payable at Chandigarh/Panchkula within 5 days of the issuance of Work Order. The validity of the PBG should extend to 30 days beyond the contract period. In case of repeat order, the validity of PBG should be extended accordingly.

8. Instruction to Bidder:

8.1 Validity of Bids

The bids shall be valid for a period of 180 days from the date of financial opening of the bids.

8.2 Number of Bids

A Bidder is eligible to submit only one bid against this TOR.

8.3 Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements and other information in the TOR documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the TOR document with full understanding of its implications.

The bidders must include all documentation and comply with all requirements as specified in the TOR. Failure to comply with the requirements of this TOR may lead to rejection of the bid.

8.4 Preparation of Bids

Proposal shall be typed and signed by the authorized signatory of the bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by a duly authorized person of the bidder.

8.5 Other Conditions

The following terms are applicable to this TOR and the bidder's bid.

- i. HARTRON reserves the right to cancel the work order assigned to the Company/ Agency(ies) at any time without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the selected bidder and under no circumstances the System Integrator shall be eligible for any payment or damages from the HARTRON.
- ii. Any customization work done, whether acceptable or unacceptable, developed or customized under a contract awarded as a result of this TOR shall be the sole property of the HARTRON unless stated otherwise.
- iii. Timing and sequence of events resulting from this TOR shall ultimately be determined by HARTRON.
- iv. No oral conversations or agreements with any official, agent, or employee of the HARTRON shall affect or modify any terms of this TOR, and any alleged oral agreement or arrangement made by a bidder with department, agency(ies), official or employee of HARTRON shall not be superseded those results from this TOR process. Oral communications by HARTRON to bidders shall not be considered binding on HARTRON, nor shall any written material provided by any person other than HARTRON.
- v. Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this TOR.
- vi. By responding, the bidder shall be deemed to have represented and warranted: that its bid is not made in connection with any competing bidder submitting a separate response to this TOR, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the TOR development process and had no knowledge of the specific contents of the TOR prior to its issuance; and that no employee or official of HARTRON participated directly or indirectly in the bidder's bid preparation.

- vii. Statutory audit will be conducted any time after the issuance of Work Order by HARTRON. The auditing party would be decided by HARTRON.
- viii. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against HARTRON or any of its respective officials, agents, or employees arising out of or relating to this TOR or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- ix. Post the release of the TOR and until contract award, bidders shall not, directly or indirectly, solicit any employee of HARTRON to leave HARTRON or any other officials involved in this TOR process in order to accept employment with the bidder, its affiliates, or any person acting in concert with the bidder, without prior written approval of the HARTRON. The same will apply to HARTRON also.
- x. The HARTRON reserves the right to terminate the full Bank Guarantee or any part of it furnished by the agency with or without termination of contract, in case HARTRON or its nominated agency(ies) at any time during the tenure of the project observed that the bidder failed to comply with its obligations under the Contract.
 - i. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of HARTRON. Any notification of best evaluated/ preferred bidder status by HARTRON shall not give rise to any enforceable rights by the Bidder.

8.6 Financial Proposal

Bidders shall upload the financial proposal in the format at **Annexures ("Forms Required for Financial Proposal")** clearly indicating the total lump-sum cost of services in both figures and words, in Indian Rupees, and signed by the bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

While submitting the Financial Proposal, the Bidder shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses in India. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- iii. All costs shall be expressed in INR.

8.7 Award of Contract

After selection, a Letter of Award (the “LOA”) shall be issued by HARTRON to the selected bidder and the selected bidder shall, within 3 (three) days of the receipt of the LOA accept the same. In the event of non- receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, HARTRON may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible bidder may be considered.

8.8 Execution of Contract

After acknowledgement of the LOA as aforesaid by the selected bidder and submission of performance security, it shall execute the contract within the time specified from the date of issuance of LOA. The selected bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to sign the contract within the stipulated time, his performance security shall be forfeited and appropriated by HARTRON. In such an event, HARTRON may invite the Next Ranked Bidder for negotiations.

8.9 Ownership Rights

The solution developed (including but not limited to the data held within), information, works of authorship, inventions, discoveries, improvements, methods, processes, formulas, techniques, technology, know-how, ideas, copyrights, source code, designs, architecture diagrams, licenses reports, presentations, and materials forming a part

of or relating to this project, this TOR, and all intellectual property and proprietary rights pertaining to the aforesaid (excluding any third party intellectual property rights) and anything (a) that is conceived, discovered, developed or otherwise made by the selected bidder, solely or in collaboration with others, in the course of performing the assignment pursuant to the award of Contract under this TOR; or (b) that reflects or contains HARTRON/ Client's confidential information; or (c) that forms all or part of a deliverable to be provided by the selected bidder, whether developed as part of the assignment or separately ("Work Product"), will be the sole property of HARTRON and HARTRON shall have all the rights, title and interests in respect of the same, in accordance with the terms of the Contract. In no event can a selected bidder claim its control or any rights, title or interest over the developed solution, its software, code, database, or any Work Product.

- **Indemnity**

The Selected bidder shall indemnify HARTRON for any direct loss or damage that is caused due to the bidder's fraud, willful misconduct, and gross negligence, breach of confidentiality or breach of third-party intellectual property right or in the performance of the services.

- **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising HARTRON in relation to or matters arising out of, or concerning the Selection Process. HARTRON will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. HARTRON may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or HARTRON.

- **Corrupt & Fraudulent Activities**

HARTRON shall reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question. HARTRON shall deem a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time it determines

that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

- **Force Majeure**

- a) **Definition**

For the purposes of this assignment, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, epidemic, pandemic, quarantine restrictions, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

- b) **Measures to be Taken**

- i. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
 - ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than ten (10) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
 - iii. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
 - iv. During the period of its inability to perform the Services as a result of an event of Force Majeure, the Implementation Partner shall be entitled to be

reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by HARTRON. The Consultant will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by HARTRON. The decision of HARTRON regarding such payments will be final.

- **Breach of Contract**

- a) Material breach of Contract shall mean not submitting any deliverable as mentioned in “Payment - Milestones” section of this document and not rectifying the default within 05 days of being notified about the default.
- b) The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

- **Conflict of Interest**

The selected bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract. The team deployed by the Implementation Partner shall not engage in activities that conflict with the interest of HARTRON under this Contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. The team engaged for this assignment should not be deployed in similar nature of assignment of any other state. It should be the requirement of the assigned works that the Implementation Partner should provide professional, objective and impartial advice and at all times hold the HARTRON's interest paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

- **Limitation of Liability**

In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable

to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

- **Dispute Resolution**

- a) **Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to HARTRON, which shall take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

- b) **Arbitration**

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996 or latest. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by HARTRON and other appointed by the vendor and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be/ conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Panchkula.

- **Termination of Contract**

- a) **Termination of Contract by HARTRON**

It shall be lawful for HARTRON to terminate the Agreement signed with the selected bidder for this TOR, at any time without assigning any reason and

without being liable for loss or damage which the vendor may suffer by reason of such termination, by giving the Contractor thirty [30] days" notice in writing by HARTRON for such termination. Any such termination shall be without prejudice to any other right of HARTRON under the Contract.

b) Termination of Contract by the vendor

If the vendor decides to terminate the Contract before the end of contract period, the vendor shall give an advance notice of least ninety [90] days. If the vendor terminates the contract/Agreement without prior notice of ninety [90] days, then the entire Performance Security shall be forfeited to HARTRON.

• **Miscellaneous**

The Selection Process shall be governed by, and construed in accordance with the laws of India and the Courts at Panchkula shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

HARTRON, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to HARTRON by, on behalf of and/or in relation to any Bidder; and/or
- d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases HARTRON, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future. It is clarified that compensation shall be binding to both the parties under the Arbitration & Reconciliation Act, 1996 or latest.

Annexure: Letter for No Blacklisting

Declaration regarding bidder has not been blacklisted

(On Bidder"s Letter Head)

The Managing Director,
Haryana State Electronics Development Corporation Ltd.,
HARTRON Bhawan, Bays No. 73-76,
Sector - 2, Panchkula

Date:

Subject: Self Declaration of not been blacklisted in response to TOR is for the ToR for the Selection of Service Provider for Translation of Hon'ble Rajasthan High Court Judgments into Hindi.

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any of the state and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Yours faithfully,

(Signature of the Authorized signatory)
(Name and designation of the Authorized signatory)
Name and seal of Bidder

Annexure: Cost Component

Name of the Agency:

Address:

Commercial Bid: Self Declaration of not been blacklisted in response to TOR is for the ToR for the Selection of Service Provider for Translation of Hon'ble Rajasthan High Court Judgments into Hindi.

I/We hereby TOR for the _____ and provision of services during the execution period, as per the terms given in this document within the time specified and in accordance with the specifications and instructions. Mentioned below are the rates quoted in the prescribed format are FOR destination inclusive of all taxes:

S#	Work Description	Basic Rate (Per page) In INR (a)	Applicable Taxes / GST (Per page) In INR (b)	Total Amount (Per page) In INR (a+b)
1.	Translation of Judgments from English to Hindi.			

- Prices must be quoted in Indian Rupees only. In case of discrepancy between Base Rate and Total Amount, the Base Rate will prevail.
- L1 will be declared on Total Amount (Per page) In INR (a+b). The negotiation will be held as per procedure.
- Other participating agencies will be asked to match the L1 price so that multiple companies are on- boarded for carrying out this translation work in shortest possible time-frame.
- Award of contract of at least 25% of the total work will be given to the L1 bidder and the award of contract for rest of the work will be given amongst all the bidders who have matched the L1 rates. Minimum lot will be allotted initially and balance will be given depending upon the capacity & accuracy of the translated judgements including L1 bidder.
- Price Bid Validity - 180 Working Days from the date of opening of commercial offers.
- A company / person signing the bid/offer is the constituted attorney.

Annexure: Standard Operating Procedure (SOP)

STANDARD OPERATING PROCEDURE (SOP) FOR TRANSLATING/ VETTING OF JUDGMENTS FROM ENGLISH TO HINDI

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

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

1. PROCESS AND PROCEDURE

1.1 Document transmission: The original English Electronic Judgments in PDF format shall be electronically provided via email/ downloadable link to the companies by HARTRON.

1.2. Scrutiny and Translation: The company through their Judicial Officers/ Lawyers, locally hired from Rajasthan (preferable from Jodhpur), shall scrutinize/ verify the Hindi translations and cross-check it with the original English Judgments and suitably correct/ modify and finalize them while adhering to the provided guidelines.

1.3. Document Return and final Submission: The Company shall return/ submit the finally translated Hindi Judgments to HARTRON electronically via email/ Downloadable link in both DOCx as well as PDF format, labelling each such document with the citation of the original English Judgment (for easy reference) and HARTRON shall, in turn, forward the same to the Hon'ble Rajasthan High Court with a cover letter/ cover note mentioning details of all the translated Judgments in the following format:

Format 1

NAME OF THE AGENCY/COMPANY: _____

S.No.	Name of the Agency/ Company	Citation of the original English Judgment	Cause Title	Case No.	Date of Judgment	No. of pages (of original English Judgment)
1						
2						

1.4. Signing the Translation and final Submission: The company is required to electronically sign or type its Judicial Officer's/ Lawyer's name in short in small font, below the last line of the last page of the translated Hindi Judgment.

1.5. Official use: The final translated Judgment in Hindi as received from HARTRON may be subjected to cross-verification by the Hon'ble Rajasthan High Court before considering it ready for official use.

1.6. Document Archiving and storage: Rajasthan High Court in co-ordination with their Computer Cell shall maintain records of all translated documents for reference and record-keeping purposes.

2. CONSISTENCY AND FORMATTING GUIDELINES:

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

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

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

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

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

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

3. GUIDELINES FOR TRANSLATION OF CONTENT:

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

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

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

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

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

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

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

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

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

4. QUALITY ASSURANCE AND ACCOUNTABILITY:

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

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

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

5. TIMELY DELIVERY:

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

6. PAYMENT AND PAYMENT SCHEDULE:

Payment towards the translated work shall be made the discovered rate per page of the original English Judgment (as uploaded on the official website of RHC) translated. The payment shall be made to the concerned company/ agency(ies) directly to their respective bank accounts

as per the certification of work done by the Registrar/ Member Secretary of the AI Assisted Legal Translation Advisory Committee of the Hon'ble Rajasthan High Court.

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

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“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 अधिकारिक 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.

The requisite details may be included in the Certificate (as per the format appended below) for enabling payment by HARTRON.

CERTIFICATE

NAME OF THE AGENCY(IES)/COMPANY: _____

#	Name of the Agency/ Company	Bank details of Agency/ Company (including No., the Bank, IFSC No.)	Citation of the Original English Judgment translated	Cause Title	Case No.	Date of Judgment	Total Number of pages of English Judgments translated/ validated/ corrected by	Total amount Payable (@ <Discovered Rate> Per Page)
1								
2								
3								

Name: _____

Designation: _____

Stamp & Signatures: _____

Scope of Work and Other Conditions (part of the SOP)

(A.) Scope of work:

1. The work would include the following:
2. Translation of reportable judgments including preparation of headnotes of Rajasthan High Court from English to Hindi language.
3. Details of reportable judgments for translation will be given by Rajasthan High Court.
4. Number of pages will be counted from original judgments of Rajasthan High Court for the purpose of payment, as uploaded on the official website of RHC.
5. Entire work of translation will have to be performed by the selected service provider using its own infrastructure and premises.
6. Translated version of judgments will have to be provided in soft copy in both editable and non-editable. However, hard copy of translated judgments on 80GSM photo state 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
Foot	Unicode Type Font
Font Size	14"
Margin	Left=4cm, Right=2.5cm; Top=2.5cm; Bottom=2.5cm;
Line Spacing	1.5 Line
Indentation	Quote of any referenced judgment or law with indent L=1.5 cm; R=1.5 cm
Pagination	At the centre of Footer of every page

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

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

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

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

(B) OTHER CONDITIONS:

1. **Turn-around time:** The selected service provider shall complete the translation work of the given pages as early as possible. Delay in the work performance will be dealt according to RTPP rules 2013. (However, RHC reserves the right to vary the quantity, as may be deemed fit & appropriate).

2. The selected bidder(s) shall provide main soft copy through server based login credentials.
3. The service provider shall attend all the meeting as may be convened by the RHC, Jodhpur for review of the work.
4. The selected service provider shall incorporate all the comments and observation as may be made by the RHC, Jodhpur in the work.
5. **Two Step certification process has to be followed Le. the person who translate the judgments will validate and thereafter the translated work shall be vetted by local Advocates of Rajasthan.**
6. Point(s) of Contract (POC) The service provider shall designate key personnel as POC(s) for coordination of file transfer method(s), turnaround times, translation delivery, feedback and serve as general contract liaison.
7. The Selected Service Provider shall provide 1000 pages per month after translation and two step certification.

(C.) Quality Check

Necessary proof reading of the material translated for its authenticity will be the responsibility of the Selected Service Provider. In case of negligence, it will be the responsibility of the Selected Service Provider. Selected Service Provider must ensure:

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

(D.) Confidentiality & Secrecy

1. Secrecy of the matter given should be maintained at all times by the Selected Service Provider.
2. Selected Service Provider shall be required to acknowledge that the copyright of the translated text, whether from English to Hindi with the RHC, Jodhpur. The Selected Service Provider has to unconditionally undertake and agree to indemnify RHC, Jodhpur for any claim in any manner for ownership of the publication/document/or any part thereof if preferred by any party regarding the content or text.

3. The Service Provider so selected will not be authorized to reproduce/reprint/transmit to a third party in any manner including photocopying, photographing, cyclostyling, microfilming, scanning or any electronic means of copying or any other means whatsoever without the written permission of the RHC, Jodhpur.

(E.) Settlement of Disputes and Arbitration:

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

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

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

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

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

Note

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

If the First Party requires an extension of time in supply of desired article/ completion of If contractual work on account of occurrence of any hindrances, he shall apply in writing to HARTRON 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 concerned party as per terms and conditions of this ToR and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by MD, HARTRON and his decision shall be considered as final & binding.