

Ref. No. AIAHL/Hindi Translation/Annual Reports & other documents/Financial year 2024-25 Date 30.07.2024

**Tender for Appointment of Language Translator  
for carrying out English to Hindi Translation of the Annual Report and other translation  
work of  
AI Assets Holding Limited (AIAHL) arising during the year 2024-25**

Issued by:

**AI ASSETS HOLDING LIMITED**

Registered Office: AI Assets Holding Ltd., 2<sup>nd</sup> Floor, AI Administration Building, Safdarjung  
Airport, New Delhi – 110003

Website : <http://www.aiahl.in>

### **BID DETAILS IN BRIEF**

S.No.	Description	Details
1.	TENDER No. and Date	AIAHL/ Hindi Translation / Annual Report & other documents / Financial year 2024-25 dated 30.07.2024
2.	Objective	AIAHL would like to engage the services of a Language translator for carrying out English to Hindi Translation of the Annual Report and other translation work arising during the year 2024-25 as mentioned in the Scope of Work of tender.
3.	Date of issue of TENDER	30.07.2024
4.	Last date and time for Submission of bids	14.08.2024 up to 3:00 pm
5.	TENDER Document	The details can be downloaded from GeM portal <a href="http://www.gem.gov.in">www.gem.gov.in</a> or by following a hyperlink on AIAHL website <a href="http://www.aiahl.in/Tenders.aspx">www.aiahl.in/Tenders.aspx</a>
8.	Date & time of opening of Technical Bids	14.08.2024, 03:30 PM
9.	Name of the contact person for any clarification	Smt. Kavita Tanwar, Company Secretary
10.	E-mail address	<a href="mailto:company.secretary@aiahl.in">company.secretary@aiahl.in</a> (Please quote the TENDER No. and date in the subject line of the email)
11.	Extensions of due Date/Time	The due date/time of submission of Bid documents and opening of Bids may be extended at any time, at the sole discretion of AIAHL and shall be displayed on GeM portal <a href="http://www.gem.gov.in">www.gem.gov.in</a> or by following a hyperlink on AIAHL website <a href="http://www.aiahl.in/Tenders.aspx">www.aiahl.in/Tenders.aspx</a>
12.	Validity of Proposal.	The rates in the TENDER document shall remain firm till successful completion.

**Note: AIAHL reserves the right to cancel the TENDER process at any stage.**

## TENDER NOTICE

### 1. INTRODUCTION:

AI ASSETS HOLDING LIMITED (AIAHL) and its subsidiaries are Central Public Sector Enterprises (CPSEs) under the administrative control of the AIAHL of Civil Aviation. AIAHL, Special Purpose Vehicle (SPV) is a company incorporated under the provisions of the Companies Act, 2013 having its registered office at 2<sup>nd</sup> Floor, AI Administration Building, Safdarjung Airport, New Delhi – 110003. AIAHL has four subsidiaries namely AI Airport Services Limited, AI Engineering Services Limited, Alliance Air Aviation Limited, and Hotel Corporation of India Limited.

### 2. PROPOSAL

AIAHL would like to engage the services of a language translator for carrying out the English to Hindi Translation of the Annual Report and other translation work of AI Assets Holding Limited (AIAHL) arising during the year 2024-25. The Agreement is extendable for a further period of one year on the same terms and condition.

### 3. ELIGIBILITY CRITERIA-Mandatory

- i Bidder should have been in the business of rendering services for Hindi translation for at least 5 years as on 30.06.2024 and having a functional office based in Delhi NCT.
- ii Bidder should have carried out at least three Hindi translation assignments for CPSE/PSUs/listed companies/Government department, during the last 5 financial years i.e. 2019-20 to 2023-24.
- iii The Lead translator under whose supervision the translation work to the Hindi language will be carried out, should have a minimum Bachelor's or higher educational qualification (Master's/PHD preferred) in Hindi with five years of experience as a Hindi Translator. The cut-off date for ascertaining experience in this regard will be 30.06.2024.
- iv The Bidder should hold currently valid PAN and GST registrations.
- v 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/Practicing Chartered Accountant 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.
- vi The Bidder and the Lead translator should not have been debarred/disqualified/blacklisted by any regulator/statutory body or entity or any International/National Bidder/institution for corrupt or fraudulent practices or for any other reason, in the last 5 years nor should any Criminal Case be registered against the bidder or its owner or partners anywhere in India.
- vii Any decision of the company in this regard shall be final and conclusive.

Note: Bidder is required to submit a Technical Bid as per Annexure 1 and only those bids satisfying the technical eligibility requirements as specified in Annexure 1 and determined by AIAHL as meeting the terms and conditions of this document shall be evaluated for the next stage.

#### 4. Scope of work:

The work would include the following:

- i. Translation of Annual Reports (e.g FY 2022-23) and other related works material from English to Hindi and vice versa of any text in printed or electronic format as and when provided by AIAHL.
- ii. Translation of content, as provided by AIAHL from English to Hindi and vice versa to be done through resource persons of the selected Bidder and not through auto-translate software such as Google Translate, etc.

#### 5. OTHER CONDITIONS:

- i. Turn-around time: The desired delivery-time/turn-around time, from the time the original content is sent to the Bidder, for the above services shall be as follows:
  - a Translation from English to Hindi and vice versa (English to Hindi, on an average 1 page long; Hindi to English, on an average 2 pages long)- within 3 hours.
- ii. The original text for translation would be provided by the AIAHL through medium such as email, WhatsApp, hardcopy, and audio/video files, for translation in digital format in Unicode-enabled font, in the time stipulated as above.
- iii. Point(s) of Contact (POC) - The Bidder shall designate key personnel as POC(s) for coordination of file transfer method(s), turnaround times, translation delivery, and feedback and serve as general contract liaison.
- iv. The format in which the document is provided should be compatible with the AIAHL website.
- v. Translation work to be assigned could be of varied nature viz, technical/non-technical, report, speech, etc.
- vi. Quality Check  
Necessary proofreading of the material translated for its authenticity will be the responsibility of the translating bidder. In case of negligence, it will be the responsibility of the translating bidder to redo the work correctly at no additional cost and they shall be liable to a penalty (refer penalty clause at clause no. 24). The bidder must ensure:
  - a) Delivered target text is complete – no omissions and additions are permitted.
  - b) The target text is a faithful, accurate, and consistent rendering of the source text

- c) The terminology and lexis used are consistent with the source text.
  - d) target text has no syntactical, spelling, punctuation, typographical, or other grammatical errors.
  - e) any specific instructions given by the authorizing department are followed and the agreed deadline is scrupulously respected.
  - f) Any errors in the deliverables must be corrected by the bidder free of charge
  - g) immediately and corrected text must be returned immediately. AIAHL 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 Bidder.
  - h) Bidder shall provide a certificate of Matching and authenticity of the Hindi translation of the Annual Reports or any other translation work given by AIAHL to the company within 7 days of the provisioning of the English version Annual Report material from the company upon issuance of Purchase Order.
- vii. Individuals who have done freelancing/piecemeal/job work are not eligible to participate in this tender.
- viii. Confidentiality & Secrecy
- a. Secrecy of the content matter given should be maintained at all times by the selected bidder.
  - b. Selected bidder shall be required to acknowledge that the copyright of the translated text, whether from English to Hindi or vice versa rests with the AIAHL for both text and visuals. The bidder has to unconditionally undertake and agree to indemnify AIAHL 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.
  - c. The bidder 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 AIAHL.
6. **Validity & Extension of Contract:** The contract will be signed for a period of one year which may be extended for a further period of one year at the sole discretion of AIAHL on the existing terms & conditions.
7. A two-bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened online at the GEM portal. The Technical Bid will be evaluated by the Technical Evaluation Committee of AIAHL.
8. **Earnest Money Deposit:** Not applicable
9. **MSME units:**

- i. Micro, Small and Medium Enterprises (MSME) registered with the following agencies are exempted from turnover requirement:
  - a. District Industries Centres (DIC)
  - b. Khadi and Village Industries Commission (KVIC)
  - c. Khadi and Village Industries Board
  - d. Coir Board
  - e. National Small Industries Corporation (NSIC)
  - f. Directorate of Handicraft and Handloom
  - g. Any other body specified by the AIAHL of MSME.
  - h. Bidder has a Udyam Registration Certificate.
- ii. MSMEs participating in the TENDER must submit the certificate of registration with any of the above agencies indicating the details of the tendered item along with their bid.
- iii. The Micro and Small Enterprises not registered for the particular trade/item for which TENDER is relevant, would not be eligible for exemption/preference.
- iv. The registration certificate issued from any one of the above agencies must be valid as on the close date of the TENDER. The successful bidder should ensure that the same is valid till the end of the contract period.
- v. The MSMEs, who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on the close date of the TENDER, are not eligible for exemption/preference.
- vi. MSMEs will also be entitled to the payment terms of 45 days credit as against AIAHL's standard payment terms of 60 days credit.

#### **10. Submission of Bids:**

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

- (i) Technical Bid: The bidding agencies are required to submit documents as detailed in Annexure 1. Only the bids complying with the Technical Bid format Criteria shall be allowed to participate in the technical bid.
- (ii) Financial Bid: The Financial Bid strictly in the prescribed Financial bid Format of only those Bidders who qualify after a complete technical evaluation of their Technical Bids, would be opened.

#### **11. Technical Evaluation:**

Only the agencies that fulfil the Technical Bid Criteria and upload the documents as mentioned in **Annexure 1** shall be eligible for technical evaluation.

Online submission of bids: Bidder shall submit their offers online in an electronic format both for “Technical bid” and “Financial bid” on the GeM portal. The online bids will have to be signed and submitted within the time specified on the website [www.gem.gov.in](http://www.gem.gov.in) the following manner:-

- a. Technical Bid: The following Scanned Copies to be uploaded (.pdf):
  - i. Technical Bid as per **(Annexure 1)** which include Annexure 1.1 to 1.6.
  - ii. Bidder Profile – Particulars of the Bidder **(Annexure 2)**
  - iii. Detailed profile of the Lead translator and other translators who will be associated with the assignment provided by AIAHL as per scope of work **(Annexure 3)**.
  - iv. Undertaking for acceptance of financial Bid in the prescribed Format **(Annexure 4)**
- b. The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for pre-qualification and technical evaluation of bidders. Only relevant and to-the-point information/documents should be uploaded. Failure to provide any required information may lead to the rejection of the offer. Bidders must read the TENDER document very carefully before signing it.
- c. The technical bid i.e., all Annexures (including all the pages of the TENDER document), must be signed by the authorized representative and uploaded.

Note: Technical Bid shall not include any Financial Bid information. A technical bid containing information on the commercial bid shall be declared invalid and rejected.

## 12. **Financial Evaluation**

- i. Duly filled Financial Bid as per **Annexure 5** in the prescribed format, without any deviation/changes/overwriting. Any deviation/Changes/overwriting in the Financial Bid Format shall be rejected.
- ii. The quoted rate and amount (price) shall be unconditional and in INR only, inclusive of all expenses.
- iii. The Bid with the lowest financial evaluated costs to AIAHL i.e. total of column 7 of the financial bid format **(Annexure 5)** shall be evaluated for awarding of the contract.
- iv. In the Annual Report for the F.Y. 2021-22, total words translated by the current vendor for the AIAHL are as follows:

Total approximate words translated from English to Hindi – 1,10,000 /-

(Disclaimer: The above word counts are approximate and may be used as a reference for reasonable bidding by vendors. These word counts are only indicative in nature and may vary in current as well as upcoming financial years.)

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

**13. Terms & Conditions:**

- i. AIAHL reserves the right to extend the last date and time for submission of the bids at its own discretion.
- ii. The bidding bidder shall bear all costs associated with the preparation and submission of its bids and AIAHL 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 AIAHL until execution of a contractual agreement.
- iii. The bids shall remain valid for a period of 120 (One hundred & twenty) days starting from the date of 'bid submission start date' as given in the tender document.
- iv. 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.
- v. To assist in technical evaluation, the AIAHL 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.
- vi. 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.
- vii. AIAHL shall have the sole proprietary rights over the content created/edited/provided by the bidder which has been awarded the contract through this tender.
- viii. In all matters related to dispute relating to this tender, the decision of the AIAHL will be final and binding upon the bidder.



#### 14. Payment terms:

The price quoted shall remain fixed and not be subject to variations for duties, levies etc.

- i. Bidder should submit their best-quoted rate in Financial bid format at **Annexure-5**, such rates will be valid up to the period of completion of assignment of Hindi translation and acceptance thereof by the Company.
- ii. The Financial Bid should cover the software, translation, manpower, material, typing, vetting, proofreading, out-of-pocket expenses, visiting charges to AIAHL office, and all other expenses incidental to this work.
- iii. Applicable GST to be quoted separately with the GST registration number, if available.
- iv. Payment will be released, within forty-five (45) days from the date of submission of bills upon invoicing from the selected bidder after satisfactory completion of the Hindi translation work and upon receipt and acceptance by AIAHL of the Hindi translated Annual Report documents, based on the agreed rates as per the awarded terms.
- v. No advance payment will be made.
- vi. The Company reserves the right to accept/ reject any or all the bids without assigning any reason whatsoever.

14. Bidder must procure and provide all the hardware required to its project team to enable them to meet the target assignment.

15. Quality of translation and completion of task within the time are of paramount importance and any lapse may lead to the cancellation of the contract with the bidder without any further notice.

16 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 AIAHL will be final and binding on all bidders participating in this Tender.

17 The bid security of unsuccessful bidders will be returned to them after the award of the contract.

18 The requirement of translation work is of an intermittent nature based on the requirement purely on piece-meal and remuneration basis. Thus, the contract does not entail any claim for allocating work or any liability, other than the remuneration for the work.

19 AIAHL shall have the right to cancel the contract at any point of time.

- 20 Bidders are required to upload documents exactly as described in **Annexure I**.
- 21 **Disqualification of bids:**
- i. Failure to furnish all the required information may result in rejection of the bid.
  - ii. In case the information submitted by the bidder is found to be false and/ or incorrect in any manner, the bidder can be suspended and/or debarred and bids rejected.
  - iii. AIAHL 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 AIAHL for rejection of his proposal.
22. **Performance Bank Guarantee:** None
23. **Agreement deed:** The successful bidder shall execute an agreement (**Annexure-6**) for the fulfilment of the contract on ₹ 100/- non-judicial stamp paper within 15 days from the date of award of contract. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder.
24. **Penalty Clause:**
1. If the bidder withdraws or alter its bid before the bid validity period. AIAHL may debar it from participating in future tenders.
  2. 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 AIAHL 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 AIAHL and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the AIAHL at its own discretion/satisfaction, not exceeding the contracted value.
25. **Governing Laws and Jurisdiction:**
- The tender document shall be construed and governed by the laws of India, and the parties (bidder & AIAHL) hereby submit to the exclusive jurisdiction of the Delhi court of law.
26. **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 New Delhi.

27. **FORCE MAJEURE:**

- i AIAHL may consider relaxing the penalty and delivery requirements, as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.
- ii Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Bidder.
- iii In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- iv The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- v If the bidder is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, AIAHL shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, AIAHL shall be entitled to consider the Bidder permanently unable to perform its obligations under the Contract in case the Bidder is unable to perform its obligations, wholly or in part, by reason of force majeure.

29. **Liquidated damages and termination:**

- It would be the first and foremost responsibility of the successful bidder 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 AIAHL may recover a sum from the bidder equivalent to a minimum of 0.5% of the price for any portion of services delayed / negligence in service. The maximum amount to be recovered would be 10% of the price for any portion of services delayed / negligence in service.

- In case of quality of service provided by the bidder found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice.
- 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 AIAHL in that event.

**ANNEXURE 1**

**TECHNICAL BID**

(Particular of the Bidder)

1. PRE-QUALIFICATION CRITERIA/DOCUMENTS & TECHNICAL BID

Sl. No	MANDATORY REQUIREMENTS	PQ Criteria	Documentary evidence is to be attached with the Technical Bid	Compliance Status (Yes/No)
1.	Bidder should have been in the business of rendering services for Hindi translation for at least 5 years as on 30.06.2024 and having a functional office based in Delhi NCT.	05 yrs	1. Rental agreement, Utility bills, GST certificate, etc for functioning office in Delhi. 2. Business registration documents 3. Attach a self-certified list of Hindi works done in last 5 years.	
2.	Experience Details			
	Bidder should have successfully carried out at least three Hindi translation assignments for CPSE/ PSUs/ listed companies/ Government department, during the last 5 financial years i.e. 2019-20 to 2023-24.	3 assignments in last 5 Years	1. Self- certified Declaration on letterhead signed and stamped in the format given below:	
			<b>a Name of the Undertaking/ Organization</b>	
			<b>b Type of organization</b>	
			<b>c Nature of work</b>	
			<b>d Location</b>	
			<b>e Period of Assignment</b>	

			2. Attach a copy of the Work Order, Certificate of completion, or PO in support of the assignment undertaken. The professional Fee mentioned in Work Order, Certificate or PO may be blackened.
3.	The Lead translator under whose supervision the translation work to the Hindi language will be carried out, have a minimum Bachelor's or higher educational qualification (Master's/PHD preferred) in Hindi with five years of experience as a Hindi Translator. The cut-off date for ascertaining experience in this regard will be 30.06.2024.	5 Yrs	Self- Certified details and undertaking duly signed by the Lead Partner/Professional as per details required
4.	Average annual Turnover of the bidder should be atleast 20 lakh for the last three financial years 2021-22, 2022-23 and 2023-24.	Certificate	Certificate from Auditor/Practicing Chartered Accountant.
5.	The Bidder and the Lead translator should not have been debarred /disqualified/blacklisted by any regulator/ statutory body or entity or any International/National Bidder/institution for corrupt or fraudulent practices or for any other reason, in the last 5 years nor should any Criminal Case be registered against the bidder or its owner or partners anywhere in India.	No debarring	Self- Certified details and undertaking duly signed by the Lead translator per details required as per attached <b>Annexure 1.1</b>

6.	Bidder has to submit the required Undertaking with the Technical Bid towards confirming: 1 Subcontracting with AIAHL's consent 2 Non-Disclosure and Confidentiality, 3 No Conflict of Interest, 4 Independence	1. Subcontracting with AIAHL's consent 2. NDA, 3. No Conflict of Interest, 4. Independence,	Self-certified declaration as per attached formats <b>(annexure 1.2 to 1.5)</b>
7.	Bidder has confirmed through an Undertaking Unconditional compliance to all the terms and conditions of this tender and abide by these in the event of being awarded the contract	Unconditional compliance with all the terms and conditions	Self-certified Undertaking duly signed by the Lead Partner in this respect to be given on the firm's letterhead <b>(Annexure 1.6)</b>

Submission of other supportive documents/ requirements

- i. Is the bidder a MSME and claims Exemption from turnover: Yes/No
- ii. If answer to 2 (i) is yes, details be provided as under:
- iii. Details of MSME certificate

Issuing Bidder Name	
Certificate No. & date	
Valid up to	
Services covered under registration certificate	

A copy if the registration certificate as mentioned above be attached to technical bid

- iv. TENDER document signed, stamped and duly completed in all aspects. Yes/No

Any other information which the bidder may like to furnish, separate sheet may be enclosed. In support of above information self-attested copies of all Documents, wherever required be enclosed.

Dated this ..... day of..... 2024

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_



**UNDERTAKING/DECLARATION**

(The bidder(s) shall furnish the following Undertaking as part of the proposal) (Company's/Firm's Letter Head)

"We hereby undertake and declare that we fulfil the eligibility criteria prescribed in the TENDER no. AIAHL/ Hindi Translation / Annual Reports & other documents/2024-25 Dated 30.07.2024 for carrying out English to Hindi Translation of the Annual Report and any other translation work of AI Assets Holding Limited (AIAHL) arising during the year 2024-25 and also confirm that there has been no conviction by any Court of Law or indictment/ adverse order by a regulatory or governmental authority for any grave offence against us.

It is certified that we have not been blacklisted/debarred/disqualified by any regulators/statutory body in India in the past. It is further certified that there is no investigation pending against us or our Partners/Employees.

It is certified that; no actions have been initiated against the Bidder or its Partners/Employees by any other Government/Statutory agencies with regard to any financial irregularities.

It is certified that no conflict of interest exists in AIAHL as on date except as disclosed explicitly and if in future such a conflict of interest arises we will intimate the same to AIAHL Further, we hereby undertake that the decision taken by the Tender Committee of AIAHL regarding the qualified Bidder shall be binding upon us"

**(Signature, name and designation of the authorised signatory)**

**Date:**

**DECLARATION CUM UNDERTAKING LETTER – NO SUB-CONTRACTING**

(Undertaking from the bidder on their firm's/agency's letter head)

We (and our employees) shall not subcontract any portion of service under this TENDER and failure to discharge this obligation will be considered by AIAHL to be a Termination Event as per TENDER Document.

**Signature and seal of authorized person**

**Date:**

**NON-DISCLOSURE AGREEMENT  
(On Bidder's Letter Head)**

To  
Company Secretary,  
AI Assets Holding Limited (AIAHL)  
2nd floor, AI Administration  
Building, Safdarjung Airport,  
New Delhi- 110003  
[Date]

Sir,  
Sub: Non-Disclosure Agreement

We acknowledge that during the course of bidding for Tender floated for English to Hindi Translation for Annual Report and other translation work arising during the year 2024-25, we will be entrusted with Confidential Information (commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to AIAHL and its business that is provided to us pursuant to this Agreement (hereinafter referred to as "Confidential Information").

In consideration of AIAHL making Confidential Information available to us, we agree to the terms set out below:

We will treat all Confidential Information and take all steps necessary to preserve such Confidentiality.

We will not disclose any Confidential Information to any other person or any outside agency / firm without the prior written consent of AIAHL.

This Agreement will continue perpetually unless and to the extent that AIAHL may release it in writing.

We acknowledge that no failure or delay by AIAHL in exercising any right, power or privilege under this Agreement will operate as a waiver thereof or will any single or partial exercise thereof or the exercise of any other right, power, or privilege.

Yours Sincerely,

**Signature of authorized signatory [In full]  
Name and Designation of the authorised  
signatory Name and seal of the Bidder  
Applicant  
Address of the Bidder Applicant**

**UNDERTAKING/DECLARATION – NO CONFLICT OF INTEREST**

(Undertaking from the firm on its letterhead)

It is certified that our firm or Lead partner or other partner/employee is not related to any Director or Key Managerial Personnel or employees of AIAHL within the meaning of the Companies Act, 2013. It is further certified that no conflict of interest exists within AIAHL as of date and if in the future such a conflict of interest arises, we will intimate the same to AIAHL.

**Signature and seal of authorized person**

**Date:**

**UNDERTAKING/DECLARATION – INDEPENDENCE**

(Undertaking from the firm on its letterhead)

It is to certify that our firm or Lead partner or other partner/employee do not have any interest in the business of the Company. It is to further certify that our firm and its partners/employees will comply with the independence requirements during our tenure and will independently perform their duties.

**Signature and seal of authorized person**

**Date:**

**UNDERTAKING/ DECLARATION – UNCONDITIONAL ACCEPTANCE OF ALL TERMS & CONDITIONS**

(Undertaking from the firm on its letterhead)

It is hereby certified that I/We have read the entire terms and conditions of the tender documents including all Annexure/schedules etc. which form part of the Tender and I/we shall abide here by the terms, conditions, and clauses contained therein.

**(Signature, name and designation of the authorised signatory)**

**Date:**

## Annexure 2

### BIDDER PROFILE – Particulars of the Bidder

To,  
The Company Secretary,  
AI Assets Holding Limited,  
2nd Floor, AI Administration Building,  
Safdarjung Airport, New Delhi-110003

Sl. No	Particulars	Description (Fill the required information in the format)
1	<u>Registration details</u> :- Name of the Bidding entity/Firm/Agency, etc.	
2	Date of Incorporation	Attach documentary evidence
3	<u>Location details</u> - The Bidder should be based in the Delhi NCR Area.	Proof of office in Delhi NCR Area Copy of Lease Rent Agreement, Utility Bill etc. in support of address to be attached.
4.	<u>Contact Details –</u> Contact Person (s), Telephone Numbers, Fax Numbers, E-Mail Addresses	
5.	a. PAN No. of Bidder  b. GST Tax Registration No. of Bidder	(Attach documentary proof of PAN no and GSTIN)

6.	<u>Skilled Qualified Resources:</u> - a. Numbers of Lead translator along with other translators	<i>Attach list of translators</i>
7.	<u>Experience Details</u> <i>Bidder Should have a minimum experience of 05 years</i>	Copy of contracts



**PROFILE OF LEAD TRANSLATOR`AND OTHER TRANSLATORS WHO WILL  
BE ASSOCIATED WITH THE ASSIGNMENTS**

(Details to be submitted of Lead translator and other translators separately proposed to be associated with the assignments)

1. Name of the Person:
2. Office Address:
3. E-mail ID :
4. Phone        Number  
  
Office : Mobile :
5. Date since working in the Firm/Agency :
6. Professional Qualifications (Qualifying Date, qualification obtained and institute):
7. Present Designation :
8. Experience : (State clearly No of years of experience as well as specialized field)
9. If blacklisted / debarred etc. (Provide details):

Dated this ..... day of..... 2024

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of \_\_\_\_\_

**UNDERTAKING/DECLARATION**

We hereby undertake that the financial bid has been submitted in the prescribed Financial Bid format as per **Annexure 5** of the tender document.

I hereby undertake that there are no deviation/changes/overwriting in the Financial Bid Format as per Annexure-5 and undertake that in the event any deviation/changes/overwriting is noted in the Financial Bid Format as per Annexure-5, such bid shall be rejected.

**(Signature, name and designation of the authorised signatory)**

**Date:**

**FINANCIAL BID**

Date: .....

Dear Sir,

**Sub: Request for proposal for carrying out English to Hindi Translation of the Annual Report and other translation work of AI Assets Holding Limited (AIAHL) arising during the Year 2024-25 .**

Ref: No. : AIAHL/ Hindi Translation / Annual Reports & other documents/ 2024-25 , Dated 30.07.2024

In terms of the above-mentioned TENDER document we submit herewith the Financial Bid for providing Hindi translation services to AIAHL in accordance with scope of the work detailed in your TENDER No. AIAHL/ Hindi Translation / Annual Reports & other documents/Financial year 2024-25, Dated 30.07.2024.

Sl. No.	Particular	Indicative No. of words (approx.)	Rate per Word (in Rs. )	GST %	GST Amount (in Rs.)	Total Rate (inclusive of GST) (in Rs.)
1	2	3	4	5	6	7=(3*4)+6
1.	Annual Report and Other work	1,10,000				
	Total					

**Notes :**

1. GST to be quoted and shall be paid as per applicable rates.
2. Indicate prices both in figures and words. In case there is any discrepancy between figures and words, the price in words shall prevail.
3. There should not be any cutting / overwriting. In case of cutting/overwriting, the bidder has to initial the same, otherwise such bid shall be rejected.
4. Bid with lowest evaluated rates with the lowest total amount as at column no.7 above, would be declared as successful bidder and after discussions with AIAHL as may be considered required, award for the work shall be awarded to such bidder.
5. The Agreement is extendable for a further period of one year on the same terms and conditions.

The amount is exclusive of all taxes and inclusive of all expenses.

The offer is valid up to the period of 120 days from the date of submission of the proposal.

\_\_\_\_\_  
(Signature of authorized signatory)

\_\_\_\_\_  
(in the capacity of)

AGREEMENT

This agreement is made between the AI Assets Holding Limited (AIAHL) having office at 2<sup>nd</sup> Floor, AI Administration Building, Safdarjung Airport, New Delhi-110003 (hereinafter referred to as the Company) on one part (First party) and M/s \_\_\_\_\_ on the other part (Second Party), having its registered office at \_\_\_\_\_ (hereinafter referred to as the bidder) through its authorized representative \_\_\_\_\_.

**A. WHEREAS** THE Company is pleased to engage the Bidder to undertake the work of translation for the year 2024-25, the agreement is extendable for a further period of one year at the sole discretion of AIAHL and the Bidder has agreed to render the required services and perform the duties connected with the engagement and both parties have agreed as follows:-

- I. Translation of material from English to Hindi and vice versa of any text in printed or electronic format as and when provided by AIAHL.
- II. Translation of content, to be done through resource persons of the selected Bidder and not through auto-translate software such as Google Translate, etc., as provided by AIAHL from English to Hindi and vice versa.

**B. OTHER CONDITIONS:**

1. Turn-around time: The desired delivery-time/turn-around time, from the time the original content is sent to the Bidder, for the above services shall be as follows:
  - a Translation from English to Hindi and vice versa (English to Hindi, on an average 1 page long; Hindi to English, on an average 2 pages long)- within 3 hours.
2. Services would be required 24/7 including night hours. The original text would be provided by the AIAHL through email, WhatsApp, hardcopy, audio/video files, for translation in digital format in Unicode enabled font, in the time stipulated as above.
3. Point(s) of Contact (POC) - The Bidder shall designate key personnel as POC(s) for coordination of file transfer method(s), turnaround times, translation delivery, feedback and serve as general contract liaison.
4. Format in which the document is provided should be compatible with the AIAHL website font.
5. Translation work to be assigned could be of varied nature viz, technical/nontechnical, report, speech, etc.

6. Bidder may be required to extract the material to be translated from one file format into another and return it in the file format as per the AIAHL's requirement.
7. **Quality Check**

Necessary proofreading of the material translated for its authenticity will be the responsibility of the translating bidder. In case of negligence, it will be the responsibility of the translating bidder. The bidder must ensure:

  - a) Delivered target text is complete – no omissions and additions are permitted.
  - b) The target text is a faithful, accurate, and consistent rendering of the source text
  - c) The terminology and lexis used are consistent with the source text.
  - d) target text has no syntactical, spelling, punctuation, typographical, or other grammatical errors.
  - e) any specific instructions given by the authorizing department are followed and the agreed deadline is scrupulously respected.
  - f) Any errors in the deliverables must be corrected by the bidder free of charge immediately and corrected text must be returned immediately.
  - g) AIAHL 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 Bidder.
  - h) Bidder shall provide a certificate of Matching and authenticity of the Hindi translation of the Annual Reports or any other translation work given by AIAHL to the company within 30 days of the provisioning of the English version Annual Report material from the company upon issuance of Purchase Order.
8. **Confidentiality & Secrecy**
  - a) Secrecy of the matter given should be maintained at all times by the selected agencies.
  - b) Selected agencies shall be required to acknowledge that the copyright of the translated text, whether from English to Hindi or vice versa rests with the AIAHL for both text and visuals. The bidder has to unconditionally undertake and agree to indemnify AIAHL 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.
  - c) The bidder 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 AIAHL.
9. **OFFICIALS NOT TO BENEFIT:** The Contract warrants that the Bidder or Bidder's Personnel have not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representatives, officials, employee, or other official of the AIAHL or a relative of any such person. The Second Party acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

**C. INDEMNIFICATION:** The Bidder shall indemnify, defend, and hold and save harmless, the AIAHL, and its officials and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the AIAHL, including , but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

1. Allegations or claims that the possession of or use by the AIAHL of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the AIAHL under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Bidder's published specifications thereof, or otherwise specifically approved by the Bidder, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,
  2. Any acts or omissions on the part of the Bidder, or Bidder's Personnel or anyone directly or indirectly employed by the Bidder in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract including, without limitation, claims and liability in the nature of a claim for worker's compensation.
  3. The indemnity set forth, above, shall not apply to a claim of infringement resulting from the Bidder's compliance with specific written instruction by the AIAHL directing a change in the specifications for the goods, property, materials, performance of the contract of requiring the use of specifications not normally used by the Bidder.
    - 3.1 In addition to the indemnity obligations set forth in this Article, the Bidder shall be obligated, at its sole expenses, to defend the AIAHL and its officials, agents and employees, pursuant to this Article regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
    - 3.2 The AIAHL shall advise the Bidder about any such suits, proceedings, claims demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Bidder shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the AIAHL or any matter relating thereto, for which only the AIAHL itself is authorized to assert and maintain. The AIAHL shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- D. EQUIPMENT:** The Bidder will use its own equipment with accessories. If need be,

the Second Party may also provide for maintenance, repair and replacement of the above equipment.

**E. PROPRIETARY RIGHTS:** The AIAHL will have the sole proprietary rights over the contents of the events assigned to the Bidder through this contract. The content that is designated as “Confidential Information”, shall be held in confidentiality by the Bidder.

**F. PUBLICITY, AND USE OF THE NAME, OF THE AIAHL:** The bidder shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the AIAHL , nor shall the Bidder, in any manner whatsoever use the name, or any abbreviation of the name, emblem or official seal of the AIAHL, in connection with its business or otherwise without the written permission of the AIAHL. The Bidder acknowledges and agrees that any breach of this provision shall be a breach of an essential term of the Contract.

**G. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

1. The AIAHL 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.
2. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Bidder.
3. 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.
4. 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.

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

**H. Fee for the Contract:**

1. The Bidder will submit the bills within 30 days from completion of work.
2. The bidder will be paid on the following rates (inclusive of taxes) :

	per word translation charges- English to Hindi (Rs.)

3. No price/rate variation/adjustment or any other escalation will be entertained. The price quoted shall not be subject to variations in exchange rate, duties, levies or variation in labour rates, etc except for any variation in applicable taxes.

**I. PENALTY CLAUSE**

1. 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 AIAHL 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 AIAHL and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the AIAHL at its own discretion/satisfaction, not exceeding the contracted value.
2. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc, the decision of the AIAHL will be final and binding.



## **J. TERMINATION**

1. AIAHL may terminate the Contract of the Bidder in case of the occurrence of any of the events specified below:
  - 1.1. If the Bidder becomes insolvent or goes into compulsory liquidation.
  - 1.2. If the Bidder, in the judgment of the AIAHL, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
  - 1.3. If the Bidder submits to the AIAHL a false statement which has a material effect on the rights, obligations or interests of the AIAHL.
  - 1.4. If the Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the AIAHL.
  - 1.5. If the Bidder fails to provide the quality services as envisaged under this Contract.  
Reasons for the same would be recorded in writing.
  - 1.6. If the mandate of the AIAHL applicable to the performance of the Contract or the funding of the AIAHL applicable to the Contract is curtailed or terminated, whether in whole or in part.
2. In the event of any termination of the Contract, upon receipt of order of termination that has been issued by the AIAHL, the Bidder shall, except as may be directed by the AIAHL in the order of termination or otherwise in writing:
  - 2.1. Take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
  - 2.2. Refrain from undertaking any further or additional commitment under the Contract as of and following the date of receipt of such notice;
  - 2.3. Deliver all completed or partially completed plans, information, and other property that, if the Contract had been completed, would be required to be furnished to the AIAHL thereunder;
3. In the event of any termination of the Contract, the AIAHL shall be entitled to obtain reasonable written accountings from the Bidder concerning all obligations performed or pending in accordance with Contract. In addition, the AIAHL shall not be liable to pay the Bidder except for those services provided to the AIAHL in accordance with the requirement of the Contract, but only if such services were ordered, requested or otherwise provided prior to the Bidder's receipt of notice of termination from the AIAHL.
4. If the contract is terminated by the Bidder, then the Bidder would be debarred from undertaking any work of similar nature from Gol/ AIAHL for a period of three years or blacklisted.

5. During the currency of the Contract, the Bidder would be debarred to use the proprietary content of the AIAHL for any other Bidder. If any such case is noticed, the First Party would be within its rights to forfeit the pending dues besides exploring legal and other avenues.
- K. NON-WAIVER OF RIGHTS:** The failure by Bidder to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the first Party of any such right or any remedy associated therewith, and shall not relieve the Bidder of any of its obligations under the Contract.
- L. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, the AIAHL shall have no obligation to any minimum days of services from the Bidder, and the AIAHL shall have no limitation on its right to obtain services of the same kind, described in the Contract, from any other source at any time.
- M. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the AIAHL.
- N. OBSERVANCE OF THE LAW:** The Bidder shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Bidder shall maintain compliance with all obligations relating to its registration as a qualified vendor services to the AIAHL.
- O. MODIFICATIONS:**
1. Modification or change in the Contract shall not be valid and enforceable unless provided by a valid written amendment to the Contract signed by the Bidder.
  2. If the Contract be extended for additional periods by mutual consent and in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with above article. The contract may be extended for a period of one year at a time, for a maximum of one extension, based on the terms laid above.
- P. AUDITS AND INVESTIGATIONS:**
1. Each invoice paid by the AIAHL shall be subject to a post-payment audit by auditors, whether internal or external, of the AIAHL or by other authorized and qualified agents of the AIAHL at any time during the term of the Contract and for a period of one year following the expiration or prior termination of the Contract. The AIAHL shall be entitled to a refund from the Bidder for any amounts shown by

such audits to have been paid by the AIAHL other than in accordance with the terms and conditions of the Contract.

The Bidder acknowledges and agrees that, from time to time, the AIAHL may conduct investigations relating to any aspect of the Contract or the award thereof the obligation performed under the Contract, and the operations of the Bidder generally relating to performance of the Contract. The right of the AIAHL to conduct an investigation and the Bidder's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Bidder shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Bidder's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the AIAHL access to the Bidder's premises at reasonable times and on reasonable conditions in connection with such access to the Bidder's personnel and relevant documentation. The Bidder shall require its agents, including, but not limited to, the Bidder's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the AIAHL hereunder.

**Q. Disputes settlement and Jurisdiction**

1. In case the amicable resolution or settlement is not reached between the Parties within a period of 30 days from the day on which the dispute(s) or difference(s) arose, such dispute(s) or difference(s) shall be referred to a sole Arbitrator for settlement by way of arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 of India or any applicable law on arbitration that may be in force then, and any amendments made thereto. The sole arbitrator shall be appointed by the AIAHL. The decision of the Arbitrator shall be final and binding on both the Parties. The venue of such arbitration shall be at New Delhi, India. The Language of the arbitration proceeding shall be in English.
2. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the Parties of their respective obligations under this indenture.
3. Upon any and every reference as aforesaid, the assessment of costs, interest and incidental expenses in the proceedings for the award shall be borne by the parties mutually, unless otherwise ordered by the tribunal.

In witness whereof this agreement has been signed between the parties hereto by their authorized representative at New Delhi on----- day of -- 2024. This agreement shall be effective from \_\_\_\_\_.

( )  
Authorized Signatory

(Bidder)

( )  
Authorised signatory

(AI Assets Holding Limited)