

# Tender for providing Translation work from English to Hindi of contents of website <u>www.iimb.ac.in</u> and other translation work.

IIMB/T&C/10/CAO/24-25 17.04.2024

The Tender Document contains Pages from 01 to 17

Page **1** of **17** 

#### DISCLAIMER

The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Indian Institute of Management Bangalore (IIMB) by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

The assumptions, assessments, statements, and information contained in this Tender document, may not be complete, accurate, adequate, or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. In the event of any ambiguity or doubt as regards the Tender Documents or inconsistency or conflict as between the provisions of the Tender Documents, the interpretation placed by IIMB shall be final and binding on the Bidders / Tenderer.

Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

Indian Institute of Management Bangalore

INDEX	
-------	--

SI. No	Particulars	Page No.	
1	Scope of the Tender	4	
2	Scope of Service	4	
3	Eligibility Criteria	5	
4	Earnest Money Deposit (EMD)	6	
5	Tender Schedule	6	
6	Bid Validity Period	7	
7	Instructions for Online Bid Submission	7	
8	Opening of Bids	10	
9	Evaluation of Bids	10	
10	Amendment/ Cancellation of Tender Document	11	
11	Award of Contract and Commencement of Operations	11	
12	Terms of Contract	11	
13	Payments Terms	11	
14	Termination of contract	12	
15	Conditions of service	12	
16	Intellectual Property Rights (IPR)	12	
17	Data Security	13	
18	Access transfer	13	
19	Confidentiality	13	
20	Indemnity	13	
21	Arbitration	13	
22	Jurisdiction	13	
Annexur	Annexure-I (Bidder Information)		
Annexu	e-II (Undertaking)	15	
Annexu	e-III (Self-Declaration)	16	
Annexu	Annexure-IV ( Vendor Bank Details)		

# 1. <u>Scope of the Tender</u>

Indian Institute of Management Bangalore (IIMB) (hereinafter referred to as the "Institute"), an Educational Institute of National Importance, invites E- bids on open tender two bids system for selecting an agency to provide Translation work from English to Hindi of contents of website <u>www.iimb.ac.in</u> and other English to Hindi translation work. The tender document can be downloaded from the Central Public Procurement Portal (<u>https://eprocure.gov.in/eprocure/app</u>) and on Institute website at URL Link: <u>https://www.iimb.ac.in/tender\_notices.</u> The submission of e-Bids will be only through the e-Tender portal <u>https://eprocure.gov.in/eprocure/app</u>. Bids will not be accepted in any other form.

## 2. <u>Scope of Service</u>

- 2.1 Translation (English to Hindi) of contents of website <u>www.iimb.ac.in</u> and other translation **English to Hindi** work as and when required.
- 2.2 IIM Bangalore will use these services on a regular basis or for selected projects and the agency selected as translator will provide services as per the requirement of the institute.
- 2.3 Agency selected as translator shall do the translation to the job requirement of IIM Bangalore with the material as per requirement of IIM Bangalore.
- 2.4 Agency selected as translator shall take prior approval containing details like type of content writing, translation from the Authority for each individual / agency job / assignment.
- 2.5 Agency selected as translator must have to handover the job complete and correct in all respects for content writing and translation instructed by IIM Bangalore.
- 2.6 Any document / material provided to the agency will be the sole property of IIM Bangalore. Agency will not transmit such document material in any form to any third party or the agency will use it for any other purpose whatsoever without prior written consent of IIM Bangalore. All such document / material will be returned to IIM Bangalore immediately after the completion of the translation work.
- 2.7 Soft copy of the work / project assignments done will have to be handed over to IIM Bangalore after completion of job.
- 2.8 Hardcopy & Softcopy of the translated work should be provided by the selected agency in the format prescribed by IIM Bangalore.
- 2.9 The selected agency will be responsible for any discrepancies in translations. The translation should be done as per format, layout, quality, and instruction as specified by IIM Bangalore.
- 2.10 At any point of time after releasing the work order, the agency is-required to change or upgrade the language version before and after the complete translation of the website or other work.
- 2.11 Font should be downloadable and readable universally.
- 2.12 Grammatical formation of sentences should be strictly maintained. Manual translation is mandatorily required. Translators should be thorough in this process and should not use automatic translations / Google translation etc.
- 2.13 The selected agency must complete the work within the given time limit.
- 2.14 **Content for the website:** Content should be downloaded from the IIM Bangalore Official website <u>www.imb.ac.in</u> and translation should be done considering all the given links. The translation work of the entire web content should be completed within 45 days from the issue of Letter of Award (LOA) to the successful bidder.
- 2.15 Subsequent to the completion of the translation of the website content, the selected agency will be required to translate content for the website on ongoing basis during the period of contact. The agency may also be required to carry out any other English to Hindi work as assigned by the Institute.

- 2.16 All copy rights of translated language will be of IIM Bangalore and IIM Bangalore can use the same in the manner desired.
- 2.17 The selected agency is required to submit rates per word for translation services in the BOQ. Counting of words will be based on the English content only.

## Quality Check:

Necessary proof reading of the materials translated for authenticity will be the responsibility of the Agency. The Agency must ensure:

- 2.18 Delivered target text is complete No omissions or additions are permitted.
- 2.19 Target text has no syntactical, spelling, punctuation, typographical or other grammatical errors.
- 2.20 Any specific instructions given by the authorizing department / Cell are followed and agreed deadlines is scrupulously respected.
- 2.21 Any errors in the deliverables highlighted must be corrected by the Agency free of charge / cost immediately and the corrected text must be returned immediately.
- 2.22 Institute will provide the regular feedback on the quality of translation, based on which improvements will be made in the quality of the output by the Agency.

## 3. Eligibility Criteria

All the Bidders must fulfil the following eligibility criteria and submit the scanned documents and the declarations (duly self-attested) in support of their claim along with the Technical Bid (Online). The Technical Bids not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents as sought below shall be treated as incomplete and will be rejected.

SI. No	Eligibility Criteria	Supporting Documents
a.	ORGANISATION TYPE (The bidder shall be legal entity as per GOI regulations and laws of the land. Note: Joint ventures/consortium are not permitted to participate in this tender	Copies of certificate of Incorporation, Memorandum of Association/ Articles of Association. Partnership or LLP agreement, GST Certificate in case of Sole Proprietorship, as applicable.
b.	Previous Experience: Must have experience for minimum 3 years as on 29.02.2024 in translation from English to Hindi with any Central / State Govt. Department/ Public Sector Undertakings / Autonomous bodies / Academic Institutions / Centrally Funded Technical Institutions (CFTIs) like, IIMs, IITs, IISER etc.	Copies of the purchase orders/MOUs/ Contracts to be submitted.
с.	PAN, GST Registration No	Copies of PAN & GST Registration Certificate
d.	The bidders should not have been blacklisted/debarred from any Government organization during the period of last three years. There should not be any criminal case	A Self-declaration to this effect on the Company letter head duly signed to be enclosed, as per <b>Annexure III</b>

registered against the bidding firm or its
owners/partnersanywhere in India.

#### 4. Earnest Money Deposit (EMD):

Interested Bidders are requested to pay the EMD for an amount of Rs. 10,000/- (Rupees Ten Thousand Only) should be submitted through NEFT or RTGS in favor <u>of Indian Institute of Management Bangalore</u>.

Bank details for NEFT/RTGS transfer to IIMB

Bank Name	: HDFC Bank Ltd
Bank Street Address	: J.P. NAGAR BRANCH, BANGALORE
Branch Code	: 0133
IFSC CODE	: HDFC0000133
Customer HDFC Bank a/c name	: Indian Institute of Management
Customer HDFC Bank a/c number	: 01331450000019

Copy of UTR details for NEFT/RTGS transfer should be enclosed with the technical bid.

**i) Micro and Small Enterprises (MSEs) only** as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from EMD. However, they have to enclose valid UDYAM Registration Certificate for relevant category along with the Technical Bid.

**ii)**The bidders who seek exemption from EMD as per clause no. 4(i) above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

**iii)**EMD of unsuccessful bidders will be returned within 30 days of finalization of the tender. EMD of the successful bidder will be returned only after closure of the contract.

**iv)** The amount of EMD (if any) is liable to be forfeited if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and issue of letter of award by IIMB.

v) No interest will be paid on the EMD.

#### 5. <u>Tender Schedule:</u>

Publish Date	17.04.2024 at 1100 hrs.	Bid Opening Date	03.05.2024 at 1230 hrs.
Document Download	17.04.2024 at 1130 hrs.	Document Download/Sale	02.05.2024 at 1200 hrs.
/ Sale Start Date		End Date	
<b>Bid Submission Start</b>	17.04.2024 at 1130 hrs.	<b>Bid Submission End Date</b>	02.05.2024 at 1200 hrs.
Date			

## Note:

- i. If the bid opening date is declared an Institute holiday, the bids will be opened on the next working day.
- ii. IIMB may at its discretion extend/ change the schedule of any activity and intimate the prospective bidders by notifications through CPP Portal/IIMB Website
- iii. IIMB reserves the rights to accept or reject any bids or accept all bids either in part or in full or to split the order, or to annul the bidding process without assigning any reasons thereof.

# 6. Bid Validity Period

The bid must be valid for 90 days from the date of opening of Technical Bids. A bid valid for a shorter period shall be rejected, being non-responsive. In exceptional circumstances, IIMB may request the bidders for the extension of the validity period.

# 7. Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information was useful for submitting online bids on the CPP Portal may be obtained at: <u>https://eprocure.gov.in/eprocure/app</u>.

# 7.1 Registration

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- d. Only one valid DSC should be registered by a bidder. Please note that the bidders a responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- e. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

# 7.2 Searching for Tender Documents

a. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

# 7.3 Preparation of Bids:

- a. Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- b. Bidder to go through the tender advertisement and the tender document carefully tounderstand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

# 7.4 Submission of Bids

- a. Language of bid: Bids and all related documents as well as all subsequent correspondence between the Bidder and IIMB shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case for purpose of interpretation of the bid, the translation in English shall prevail.
- b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the

tender document.

- d. Bidders are requested to note that they should necessarily submit their financial bids in the BoQ format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- e. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid.
- i. The bid should be submitted in two Bid System

# A. <u>Technical Bid</u>:

(a) **EMD**: Copy of the UTR details for online transfer to IIMB OR Udyam Registration Certificate for EMD exemption.

- (b) Copies of the documents supporting Eligibility Criteria Clause 3 a. to d.
- (c) Annexures I, II, III and IV
- B. <u>Financial Bid</u>: Bidders are requested to note that they should submit their financial bid in the BoQ format provided and no other format is acceptable.

#### A Screenshot of the BoQ is as below:

Validate Print Help Tender Inviting Authority: CAO, IIMB Item Rate BoQ

Name of Vork:Tender for providing Translation work from English to Hindi of contents of website www.iimb.ac.in and other translation work.

Name of the Bidder/ Bidding Agency / Company :								
(This BO	Q template must not be modified/rep rejected		der and th	PRICE SCHEDI e same should to re allowed to en	e uploaded			nns, else the bidder is liable to
NUMBER 🛛	TEXT 🕴	NUMBER	TEXT 🕴	NUMBER .	NUMBER	NUMBER	NUMBER .	TEXT 🕴
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST %	GST Amount	TOTAL AMOUNT Vithout Taxes in Rs. P	TOTAL AMOUNT In Vords
1	2	4	5	13	14	15	53	55
1.01	Translation from English to Hindi	1	Per Word			0.00	0.00	INR Zero Only

#### This is for reference only and not to be filled and submitted along with the Technical Bid.

#### 7.5 Assistance to Bidders:

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the email id <u>tenders@iimb.ac.in</u> on or before 22.04.2024 1300 hrs.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk numbers.

#### 8. Opening of Bids

Technical Bids will be opened on 03.05.2024 at 1230 Hrs.

Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be intimidated through CPP Portal.

#### 9. Evaluation Of Bids

#### Technical Bid Evaluation:

a) Eligibility Criteria evaluation

The technical bids consisting of all documents indicated in clause 7.4 (i) A, meeting all the essential eligibility criteria and EMD clause and submitted the documents for the same will be considered for further evaluation. Bids not meeting the eligibility criteria and EMD clause will be rejected and not considered for further evaluation. The Financial Bids of only those bidders who are technically qualified will be opened under intimation.

#### Financial Bid Criteria and Evaluation

The Institute will award the Contract to the Successful Bidder whose quote has been determined to be substantially responsive and has quoted the lowest cost per word for translation from English to Hindi.

## 10. Amendment/ Cancellation of Tender Document

At any time prior to the deadline for submission of quotations, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer modify the Tender Document by issuing an addendum/corrigendum. Any Addendum/corrigendum thus issued shall become a part of the Tender Document and will also be posted on the website of the Institute. To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their quotations, the deadline for submission of quotations may be extended, at the discretion of IIMB, if required.

IIMB has the right to cancel this tender at any point of time without assigning any reasons. [Any EMD collected shall be duly returned to the bidders.

#### 11. Award of Contract and Commencement of Operations

The IIMB will award the Contract to the Successful Bidder whose has quoted the lowest cost per word for translation from English to Hindi, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Please refer Clause 9 above.

A letter of award will be issued to the successful bidder who should commence the service within 15 days from the letter of award.

## 12. Terms of Contract

- a. **Period of Contract:** Contract period will be initially for one year. This period may be extended for one more year on same rate and terms & conditions subject to the satisfactory performance.
- b. **Sub-Contracting**: The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract.
- c. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

#### 13. Payments Terms

- a. Bill shall be raised on monthly basis and submit the same succeeding month for payment. IIM Bangalore will normally settle the bill within 30 days from the receipt of the bill. However, for delayed payment the Agency will not charge any penalty or interest to IIM Bangalore
- b. The payment under this agreement shall be made on satisfactory completion of job contract services through NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues/claims of the IIM Bangalore.
- c. The Payment will be done on the basis of work done from time to time The Agency shall submit the proof of work done in the form of CD / other magnetic storage or as per instruction of IIM Bangalore along with written certificate of agency.
- d. Bill to be made in the name of Indian Institute of Management Bangalore.
- e. No advance payment will be made under any circumstances.
- f. TDS will be deducted at source from the bills of Agency as per rule.

g. GST No and PAN No and account details should be clearly mentioned on the bill of Agency.

## 14. Termination of Contract

## 14.1 Termination due to Breach.

In the event the Agency materially breaches this Agreement, IIMB may, without prejudice to its other rights and remedies, terminate this Agreement by giving prior written notice of thirty (30) days, provided that the breach remains uncured at the end of such notice period.

# 14.2 Termination for Insolvency.

IIMB may terminate this Agreement upon written notice to the Agency in the event the Agency (i) seeks reorganization or release under applicable law, (ii) seeks the appointment of a trustee, receiver or custodian, (iii) becomes the subject of a proceeding seeking the liquidation, winding-up, dissolution, reorganization or the like of the Provider, and such proceeding is not dismissed within sixty (60) days of the commencement thereof, (iv) makes an assignment for the benefit of creditors, or (v) has a substantial part of the Provider's property become subject to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

# 14.3 Termination for Convenience.

Either Party can terminate this Agreement for convenience, by giving at least Three (3) months prior written termination notice to the other party.

## 15. Conditions of Service

- i) IIMB expects the agency to engage professionals in the field of translation to undertake the project and reserves the right to call for resumes, documents relating to their professional background, expertise and their achievements at any point of time prior & after awarding the contract.
- ii) Quality of translation and completion of task within the time schedule (as notified with each assignment and as laid down in Scope of Service) are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.

# 16. Intellectual Property Rights (IPR)

- a. The Bidder undertakes not to, in any manner, claim all or any part of the IPR or commercially exploit all or any of the proprietary rights generated and developed by IIMB as vested whether trademarked, copyrighted or not.
- b. The Bidder acknowledges that all IPR relating to the entire content of the existing IIMB website, and all the output relating to the service belongs to and vests exclusively with IIMB and under no circumstances whatsoever the Bidder shall claim all or any rights proprietary or otherwise over all or any portion of the IPR belonging to IIMB.
- c. Work made for hire: The Bidder expressly acknowledges that the material contributed by it hereunder, and its services hereunder, are being specially ordered and commissioned by IIMB for use in connection with the service. The work contributed by the Agency hereunder shall be considered a

"work made for hire" as defined by the copyright laws. IIMB shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of the Agency's services hereunder in whatever stage of completion. If for any reason the results and proceeds of the Agency's services hereunder are determined at any time not to be a "work made for hire", the Agency hereby agrees to irrevocably transfer and assign to IIMB all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

- **17.** <u>Data Security</u>: The Agency shall use inputs provided by IIMB solely for performing its obligations under this Contract, and will not, at any time, transfer, save, download, print, disclose, or in any other way use the inputs other than as directly required for the provision of the services under this Contract or as directed by IIMB in writing.
- **18.** <u>Confidentiality</u>: Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.
- **19.** <u>Indemnity</u>: Either Party (Indemnifying Party) shall indemnify, defend and hold harmless the other Party (Indemnified Party), its directors, officers and employees from and against any and all claims, demands, liabilities, and reasonable attorney's fees but only in proportion to and to the extent such claims, liabilities, and attorney's fees arise from any errors and any act/commission/omission on part of the Indemnifying Party or in connection with any work, authority or jurisdiction delegated to the Indemnifying Party under this Contract.
- **20.** <u>Arbitration</u>: Any dispute arising under the terms of this Contract which cannot be resolved by the Parties shall be referred to arbitration as mutually agreed by the parties, in writing. The said Arbitration shall act under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof or any rules made thereof. The arbitration shall take place in Bangalore, India. Proceedings shall be conducted, and documentation presented in English. It shall further be agreed that, the decision of the arbitration shall be final and binding on both the Parties.
- **21.** <u>Jurisdiction</u>: This Contract shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at Bangalore.

#### Annexure-I

**Bidder Information Form** 

(On Company Letter-head)

Bidder's Name:

[Address and Contact Details]

Tender Document No. Tender No./ xxxx;

Date:

Tender Title:

Note: Bidder's wrong or misleading information may result in bid being rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

#### 1) Bidder/ Contractor particulars:

- (a) Name of the Company:
- (b) Legal Entity of Bidder (Proprietorship /Partnerships /Private Company /Government Institutions:
- (a) Place of Registration/ Principal place of business/ manufacture:
- (b) Complete Postal Address:
- (c) Pin code/ ZIP code:
- (d) Telephone nos. (with area codes):
- (e) Mobile Nos.:
- (f) Contact persons/ Designation:
- (g) Email IDs:

#### 2) Taxation Registrations:

- (a) PAN number:
- (b) GSTIN number:

#### 3) Bidder's Authorized Representative Information

- (a) Name:
- (b) Address:
- (c) Telephone/ Mobile numbers:
- (d) Email Address:

(Signature)

(Name, designation, and seal of company)

#### ANNEXURE – II

#### Undertaking

То

Chief Administrative Officer,

Indian Institute of Management Bangalore

Bannerghatta Road

Bangalore-560076

Ref : - Tender No:

(Tender for providing Translation work from English to Hindi of contents of website <u>www.iimb.ac.in</u> and other translation work.

Sir,

- 1. I /We hereby submit our bid for providing translation work from English to Hindi of contents of website www.iimb.ac.in and other translation work along with other required documents.
- 2. This is to certify that I/We before submitting this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves abide by the said terms and conditions.
- 3. Our bid is valid for 90 days from the date of opening of Technical Bid.

Yours faithfully,

(Signature)

(Name, designation, and seal of company)

Date:

#### **Self-Declaration**

То

Chief Administrative Officer

Indian Institute of Management Bangalore

Bannerghatta Road

Bangalore-560076

Sir,

In response the tender Mr./Ms to dated\_\_\_\_\_, I, hereby declare that I/our firm/our ,as a\_ company\_\_\_ am/is (a) not insolvent; (b)there is no vigilance and / or court case pending against me/our firm /our company; (c) no inquiry or investigation is pending against me our firm/ our company from any statutory regulatory and / or investigation agency(d) I/our firm/our company have/has not been blacklisted by any Government body/ PSB/PSU neither indefinitely or in the last three years and (e)I/our firm/our company have/has all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business.

(Signature)

(Name, designation, and seal of company)

Date:

#### Annexure-IV

#### VENDOR BANK DETAIL FORM

(Please submit this in your letter head with technical bid)

The Indian Institute of management Bangalore Bannerghatta Road Bangalore – 560 076

Dear Sir,

I / We hereby request you to remit our payments to our bank account as per the details furnished below:

SI.	Particulars	Details
No.		
1	Name of the Agency /Company	
2	Complete Address	
3	Name of the Contact Person	
4	Contact Numbers and Email ID	
5	Savings /current Account No.	
6	Name of the Bank	
7	Name of the branch with complete address	
8	IFSC Code	
9	PAN Number	

I / we hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /we shall not hold IIMB responsible.

Please find enclosed a cancelled cheque for your reference.

Authorized Signatory:	Signature Attested by Banker
Name:	Name:
Designation:	Designation:
Date:	Date: