

Government of India
Ministry of External Affairs
External Publicity & Public Diplomacy Division
Shastri Bhawan, New Delhi-110001

E-NOTICE: Tender for Transcription services for the Ministry of External Affairs.

Tender No. Q/XMM/551/01/2022

Dated: 27.05.2022

<u>Important Dates</u>	
Published date	27.05.2022
Bid document download start date	27.05.2022
Clarification start date	27.05.2022
Clarification end date	05.06.2022
Bid submission start date	27.05.2022
Bid submission end date	20.06.2022
Pre-Bid meeting	06.06.2022
Date of Technical Bid opening	20.06.2022

(Arpit Jain)
Under Secretary (XPD)
XPD Division, Ministry of External Affairs
Room no. 145, Shastri Bhawan,
New Delhi- 110001
Tel: 2338 8946
e-mail ID: dsdd@mea.gov.in

TENDER NOTICE

The External Publicity & Public Diplomacy Division of the Ministry of External Affairs invites bids from reputed agencies, for procurement of transcription services for the Ministry.

(A) Scope of work:

The work would include the following:

- Transcription of speeches, statements or any other content as provided by the Ministry in Hindi, English and following Regional Languages from audio/video clips with 100% accuracy:
 - Urdu
 - Bengali
 - Gujarati
 - Kannada
 - Malayalam
 - Odia
 - Punjabi
 - Tamil
 - Telugu
 - Assamese
- Transcription to be done in two steps;
 - Step 1 – initial draft through use of subscription transcription software.
 - Step 2 – Proof reading through/by a resource person of the Agency.

OTHER CONDITIONS:

- I. **Turn-around time:** The desired delivery-time/turn-around time, from the time the original content is sent to the Agency, for the above services shall be as follows:
 - Transcription in English (on an average 2-pages long) - within 3 hours
 - Transcription in Hindi (on an average 2-pages long) - within 4 hours
 - Transcription in Regional Languages (on an average 2-pages long) - within 4 hours
- II. Services would be required 24/7 including night hours. The original content would be provided by the Ministry through email, WhatsApp, hardcopy, audio/video files, for transcription in digital format in Unicode enabled font, in the time stipulated as above.
- III. Point(s) of Contact (POC) - The Agency shall designate key personnel as POC(s) for coordination of file transfer method(s), turnaround times, transcript delivery, feedback and serve as general contract liaison.
- IV. **Quality Check**

Necessary proof reading of the material transcribed for its authenticity will be the responsibility of the agency. In case of negligence, it will be the responsibility of the agency. Agency must ensure:

 - a) Delivered target text is complete – no omissions and additions are permitted
 - b) target text has no syntactical, spelling, punctuation, typographical or other grammatical errors
 - c) any specific instructions given by the authorising department are followed and agreed deadline is scrupulously respected

- d) Any errors in the deliverables must be corrected by the agency free of charge immediately and corrected text must be returned immediately.
 - e) The Ministry will also provide regular feedback on the quality of transcription, based on which improvements shall be made in the quality of the output by the Agency.
- V. Individuals who have done freelancing/piecemeal/job work are not eligible to participate in this tender.
- VI. **Confidentiality & Secrecy**
- a) Secrecy of the matter given should be maintained at all times by the selected agencies.
 - b) The agency 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 Ministry.
- VII. **Resource persons**
- a) List of permanent/hired Key Personnel of the agency for each of the above mentioned languages along with their qualification and experience shall be submitted to the Ministry.
 - b) Selected agency will be required to adhere to the resource persons listed and submitted to the Ministry to carry out all of the Ministry's work.
 - c) Any change in the list of the resource persons shall be brought to the Ministry's immediate attention for concurrence.
 - d) Minimum of 2 Resource persons must participate in the Test conducted by the Ministry. Resource persons, who participate in the test during the technical Evaluation for selection of the Agency, should necessarily and primarily handle Ministry's work.
 - e) Resource persons of the Agency should hold graduate or postgraduate degree in relevant languages or should have work experience as a Transcriber with Govt. of India/State Governments, or with reputed organisations/companies in India.

2. **Validity & Extension of Contract:** The contract will be signed initially for a period of one year which may be extended for a further period of one year at the sole discretion of the Ministry on the existing terms & conditions and with the written consent of the concerned agency.

3. A two bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened at PO (XMM)'s office (Room No. 254, A Wing, Shastri Bhawan), New Delhi in the presence of those tenderers who may desire to be present at that time. The Technical Bid/presentation will be evaluated by Technical Evaluation Committee.

(B) Minimum Eligibility Criteria:

1. Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand only) in the form of Demand Draft in favour of Pay and Accounts Officer, Ministry of External Affairs payable at New Delhi. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or those registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].
2. The Agency should hold valid PAN, Sales tax/GST/VAT registrations.

3. A minimum of one year of relevant experience of work with reputed organizations, Govt. Ministries/departments would be preferable.
4. The average annual turnover of the agency should be at least Rs 10 Lakh for the last three financial years - The agency is required to submit a certificate from its auditor to this effect. The turnover figures for the preceding three financial years should also be marked clearly on the balance sheet. Turnover figures only for complete (not partial) financial years shall be accepted.
5. The agency should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the agency or its owner or partners anywhere in India.
6. Agency must have filed ITRs for the last three years.

Pre-bid Meeting: A prospective applicant, requiring a clarification on the Tender document shall notify MEA via email to dsdd@mea.gov.in within the time-frame as indicated in the Data Sheet.

MEA will conduct the Pre-bid Meeting in PO (XMM)'s office (Room No. 254, A Wing, Shastri Bhawan), New Delhi, to address the submitted queries. Responses to the queries notified through email/GEM will be uploaded on GEM Portal.

(C) 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 I**. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.

(ii) Financial Bid: to be submitted as described in para (E).

(D) Technical Evaluation:

1. Only the agencies who fulfill the Minimum Eligibility Criteria and upload the documents as mentioned in Annexure I shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation.

2. Technical evaluation shall also include the following skill tests:

Transcription test - English

Transcription test - Hindi

Regional language transcription test in each of the ten languages mentioned above

Transcription test except in Regional Languages shall be carried out in offline mode. Transcription test in each of the ten Regional languages shall be carried out in Online mode.

3. The technical evaluation of the bidders shall be made on the following points:

No of graduate employees working in the Agency	Max. 10 marks [1<= 10 = 2 marks 10 <= 20 = 4 marks 20 <= 30 = 6 marks 30 <= 40 = 8 marks > 40 = 10 marks]
Number of work orders (piece work or work of duration less than 6 months with reputed organisations , Government ministries/departments)	Max. 5 marks [1 – 2 = 1 marks 3 – 4 = 2 marks 5 – 6 = 3 marks 7 – 8 = 4 marks > 8 = 5 marks]
Number of long term contracts/empanelment (agreements of duration of more than or at least 6 months)	Max. 5 marks [1 – 2 = 1 marks 3 – 4 = 2 marks 5 – 6 = 3 marks 7 – 8 = 4 marks > 8 = 5 marks]
Average turnover of the Agency over the last three financial years	Max. 5 marks [= 20 lakhs = 4 marks > 20 lakhs = 5 marks]
Quality of transcribed sample [it is expected that Agency is well conversant in the terminology used by various agencies of Government of India and well versed in their use]	75 marks [Transcription in English - 15 marks Transcription in Hindi - 15 marks Transcription in Regional Languages -45 marks] Note: Marks in this section will be proportional to the accuracy in the test. For eg, If the accuracy is 90%, then marks will be 90% of maximum marks allowed. Marks will be rounded off upto 2 decimal points.
TOTAL	Max. 100 marks

4. The minimum qualifying score shall be **80**.

(E) Financial round:

1. Only the agencies who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The date and time for opening of the Financial Bid will be intimated on a later date.

2. The bidder will quote their 'Rs. per word rates' (inclusive of applicable taxes) for the Transcription charges

- Transcription charges-English to Hindi/Hindi to English and Regional Languages

** A single rate shall be required for English to Hindi/Hindi to English and the entire set of regional languages*

3. In F.Y. 2020-21, Total words transcribed by current vendor for the Ministry are as follows:

Total approximate words transcribed in F.Y. 2020-21 in English - 500000

Total approximate words transcribed in F.Y. 2020-21 in Regional Languages - 0

(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. Service of Transcription in Regional Languages is being procured for the first time hence the above word count is zero for **F.Y. 2020-21**)

4. No change in financial bids shall be allowed after the last date of submission of tender documents.

5. After evaluation of bids, the L1 (lowest financial bid) bid will be selected.

(F) Terms & Conditions:

1. Tender received after closing date and time will not be entertained.

2. Ministry reserves the right to extend the last date and time for submission of the bids as its own discretion.

3. The bidding agency shall bear all costs associated with the preparation and submission of its bids and the Ministry of External Affairs 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 Ministry until execution of a contractual agreement.

4. 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.

5. 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.
6. To assist in Technical evaluation, the Ministry reserves the right to call for any clarification from any/all bidder/agency during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.
7. 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.
8. The Ministry shall have the sole proprietary rights over the content created/edited/provided by the agency which has been awarded the contract through this tender.
9. In all matters related to dispute relating to this tender, the decision of the Ministry will be final and binding upon the agency.
10. Payment terms:
 - The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
 - The agency which has been awarded the contract shall submit the bills within a week of expiry of a month indicating full description.
 - Agencies, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required for the execution and continuous monitoring of the project during the Contract period. No deviation in any of the conditions is allowed during the project period. No increase in prices would be allowed during the contract period.
11. Agency must procure and provide all the hardware required to its project team to enable them to meet the target assignment.
12. The Ministry expects the agency to engage professionals in the field of transcription 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.
13. Quality of transcription and completion of task within the time schedule (as notified with each assignment and as laid down in scope of work) are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.
14. 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 Ministry will be final and binding on all bidders participating in this bid.

15. **Earnest Money Deposit:** Bidders are required to submit an **Earnest Money Deposit (EMD)** of Rs. 20,000/- (Rupees Twenty thousand only) as described in Annexure-I. It must be delivered to the Under Secretary (Digital Diplomacy), Room No. 254, A-Wing, Shastri Bhawan, New Delhi, in the form of Demand Draft in favour of 'Pay and Accounts Officer, Ministry of External Affairs' payable at New Delhi.

The bid security of unsuccessful bidders will be returned to them after the award of the contract. Earnest Money Deposit with MEA for the purpose of tender will earn no interest.

EMD will be forfeited on account of one or more of the following reasons:-

- i) The Bidder withdraws/modifies his bid during the period of bid validity.
- ii) In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee, at the time of signing of Agreement.

N.B.: Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].

16. The requirement of transcription 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.

17. The Ministry shall have the right to cancel the contract at any point of time.

18. **Bidders are required to upload documents exactly as described in Annexure I.**

19. **Disqualification of bids:**

- 1) Failure to furnish all the required information may result in rejection of the bid.
- 2) In case the information submitted by the agency is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred and bids rejected.

The Ministry reserves the right to modify the tender document at any stage; accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause or claim against the Ministry for rejection of his proposal.

EMD will be forfeited on account of one or more of the following reasons:-

- i) The Bidder withdraw/modify his bid during the period of bid validity.
- ii) In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee.
- iii) under the cases as mentioned in points (F)(19)(2)

(G) Performance Bank Guarantee: The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 3% of the total contract price before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations.

Breach of terms & conditions of this tender or contract or refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

(H) Agreement deed: The successful bidder shall execute an agreement 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. Agreement/contract as described in **Annexure III** will be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 3 percent of the contract value.

(I) Penalty Clause:

1. If the bidder withdraws or alter its bid before the bid validity period, Ministry/Division 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 Ministry may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Ministry and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Ministry at its own discretion/satisfaction.

(J) Governing Laws and Jurisdiction:

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

(K) 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.

(L) FORCE MAJEURE:

1. The Ministry 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 Contractor.

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.

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

(M) Liquidated damages and termination:

- It would be the first and foremost responsibility of the successful contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, the Ministry may recover a sum from the contractor 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 contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.

- 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 Ministry in that event and the Performance security deposit may also be forfeited.

(N) Closure of Contract- While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" shall be taken from the contractor as per the format given in the Annexure 21 of Manual for the Procurement of Goods, 2017 (**ANNEXURE II** of tender document as below).

(Arpit Jain)
Under Secretary (XPD)
XPD Division, Ministry of External Affairs
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New Delhi- 110001
Tel: 2338 8946
e-mail ID: dsdd@mea.gov.in

Annexure I

S. No.	Document	File type
1.	Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand only) in the form of Demand Draft in favour of Pay and Accounts Officer, Ministry of External Affairs payable at New Delhi. Scanned copy of the Demand Draft to be uploaded. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].	.pdf
2.	Copies of registration in case of proprietorships/companies.	.pdf
3.	Copy of PAN & GST number as applicable.	.pdf
4.	Copy of ITR returns for the last three years.	.pdf
5.	Copy of Latest Sales Tax/VAT/GST Clearance Certificate or copy of latest tax deposit challan.	.pdf
6.	A list of their owners/partners etc. of the agency	.pdf
7.	Copy of Certificate to the effect that the agency is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the agency or its owner or partners anywhere in India.	.pdf
8.	Copies of award of contracts from Central Ministries/ Departments/private organizations of repute: (Piece Work or with a duration of less than 6 months)	.pdf
9.	Copies of award of contracts from Central Ministries/ Departments/private organizations of repute: long term contracts/empanelments (with a duration equal to or more than 6 months) <i>Translation in Hindi, English and regional languages</i>	.pdf
10.	Copy of an audited statement of account of the agency and relevant documents in support of Annual Turn-over. (turnover figures must be highlighted)	.pdf
11.	Proof of Annual turnover of at least 10 lakh for each of the last three years.	.pdf
12.	List of permanent/hired key personnel of the agency along with their copies of qualification and work experience.	.pdf

Annexure 21: No Claim Certificate
(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. dated for the supply of

We have received the sum of Rs. (Rupees only) in full and final settlement of all the payments due to us for the supply of under the abovementioned contract agreement, between us and Government of India. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against afore said contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,
Signatures of contractor or
officer authorised to sign the contract documents
on behalf of the contractor (company stamp)

Date:

Place:

ANNEXURE III

AGREEMENT

This agreement is made between the President of India acting through the Under Secretary (_____), External Publicity & Public Diplomacy Division, Ministry of External Affairs having office at Shastri Bhawan, New Delhi (hereinafter referred to as the Ministry) on one part (First party) and M/s _____ on the other part (Second Party), having its registered office at _____(hereinafter referred to as the Contractor) through its authorized representative _____.

A. WHEREAS THE MINISTRY is pleased to engage the Contractor to undertake the work of transcription for a period of one year and the Contractor has agreed to render the required services and perform the duties connected with the engagement and both parties have agreed as follows :-

1. Transcription of speeches, statements or any other content as provided by the Ministry in Hindi, English and following Regional Languages from audio/video clips with 100% accuracy:
 - a. Urdu
 - b. Bengali
 - c. Gujarati
 - d. Kannada
 - e. Malayalam
 - f. Odia
 - g. Punjabi
 - h. Tamil
 - i. Telugu
 - j. Assamese
2. Transcription to be done in two steps;
 - o Step 1 – initial draft through use of subscription transcription software.
 - o Step 2 – Proof reading through by a resource person of the Agency.

B. OTHER CONDITIONS:

1. Turn-around time: The desired delivery-time/turn-around time, from the time the original content is sent to the Agency, for the above services shall be as follows:

- a) Transcription in English (on an average 2-pages long) - within 3 hours
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- c) Transcription in Regional Languages (on an average 2-pages long) - within 4 hours

2. Services would be required 24/7 including night hours. The original content would be provided by the Ministry through email, WhatsApp, hardcopy, audio/video files, for transcription in digital format in Unicode enabled font, in the time stipulated as above.

3. Point(s) of Contact (POC) - The Contractor shall designate key personnel as POC(s) for coordination of file transfer method(s), turnaround times, transcription delivery, feedback and serve as general contract liaison.

2. Quality Check

Necessary proof reading of the material transcribed for its authenticity will be the responsibility of the Contractor. In case of negligence, it will be the responsibility of the Contractor. Contractor must ensure:

- a) Delivered target text is complete – no omissions and additions are permitted
- b) target text has no syntactical, spelling, punctuation, typographical or other grammatical errors
- c) any specific instructions given by the authorizing department are followed and agreed deadline is scrupulously respected
- d) Any errors in the deliverables, highlighted must be corrected by the Contractor free of charge immediately and corrected text must be returned immediately.
- e) The Ministry will also provide regular feedback on the quality of transcription, based on which improvements shall be made in the quality of the output by the Contractor.

3. Confidentiality & Secrecy

- a) Secrecy of the matter given should be maintained at all times by the Contractor.
- b) Contractor is not 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 Ministry.

4. Resource persons

- a) Contractor will be required to adhere to the resource persons listed and submitted to the Ministry to carry out all of the Ministry's work.

- b) Any change in the list of the resource persons shall be brought to the Ministry's immediate attention for concurrence.
- c) Resource persons who participated in the test during the technical Evaluation for selection of the Agency, should necessarily and primarily handle Ministry's work.
- d) Resource persons of the Contractor should hold graduate or postgraduate degree in relevant languages or should have work experience as a Transcriber with Govt. of India/State Governments, or with reputed organisations/companies in India.

C. OFFICIALS NOT TO BENEFIT: The Contract warrants that the Contractor or Contractor'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 Ministry 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.

D. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold and save harmless, the Ministry/ Government of India, 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 Ministry/ Government of India, 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 Ministry of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the Ministry under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications thereof, or otherwise specifically approved by the Contractor, 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 Contractor, or Contractor's Personnel or anyone directly or indirectly employed by the Contractor 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 Contractor's compliance with specific written instruction by the Ministry 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 Contractor.

3.1 In addition to the indemnity obligations set forth in this Article, the Contractor shall be obligated, at its sole expenses, to defend the Ministry/ Govt. of India 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 Ministry shall advise the Contractor about any such suits, proceedings, claims demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor 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 Ministry /Govt of India or any matter relating thereto, for which only the Ministry itself is authorized to assert and maintain. The Ministry 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.

E. EQUIPMENT: The Contractor 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.

F. PROPRIETARY RIGHTS: The Ministry will have the sole proprietary rights over the contents of the events assigned to the Contractor through this contract. The content that is designated as "Confidential Information", shall be held in confidentiality by the Contractor.

G. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE MINISTRY OF EXTERNAL AFFAIRS: The contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Ministry or Government of India, nor shall the Contractor, in any manner whatsoever use the name, or any abbreviation of the name, emblem or official seal of the Ministry or Government of India, in connection with its business or otherwise without the written permission of the Ministry. **The Contractor acknowledges and agrees that any breach of this provision shall be a breach of an essential term of the Contract.**

H. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

1 The Ministry 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 Contractor.

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.

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

I. Fee for the Contract:

1. The Contractor will **submit the bills within a week of expiry of the monthly commitment indicating full description.**

2. The contractor will be paid on the following rates (inclusive of taxes) :

	per word transcription charges - Hindi & English & Regional languages (Rs.)

3. The payment will be made on the basis of monthly bills prepared on the above rates.

4. 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.

J. PERFORMANCE BANK GUARANTEE

The Contractor shall be required to submit a Bank Guarantee of Rs. _____ (3 percent of the contract value) valid till 60 days beyond the period of contract, at the time of signing of contract.

K. PENALTY CLAUSE

1. If at any future point of time it is found that the Contractor has made a statement which is factually incorrect or if the Contractor does not fulfill any of the contractual obligations, the Ministry may take a decision to cancel the contract with immediate effect, forfeit the bank guarantee deposited by the vendor and / or debar the Contractor from bidding prospectively for a period to be decided by the Ministry and take any other action as deemed necessary.

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 Ministry will be final and binding.

L. TERMINATION

1. Ministry may terminate the Contract of the Contractor in case of the occurrence of any of the events specified below:

1.1. If the Contractor becomes insolvent or goes into compulsory liquidation.

1.2. If the Contractor, in the judgment of the Ministry, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

1.3. If the Contractor submits to the Ministry a false statement which has a material effect on the rights, obligations or interests of the Ministry.

1.4. If the Contractor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the Ministry.

1.5. If the Contractor 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 Ministry applicable to the performance of the Contract or the funding of the Ministry 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 Ministry, the Contractor shall, except as may be directed by the Ministry 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 Ministry thereunder;

3. In the event of any termination of the Contract, the Ministry shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with Contract. In addition, the Ministry shall not be liable to pay the Contractor except for those services provided to the Ministry in accordance with the requirement of the Contract, but only if such services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from the Ministry.

4. If the contract is terminated by the Contractor, then the Contractor would be debarred from undertaking any work of similar nature from Gol/ Ministry for a period of three years or blacklisted.

5. During the currency of the Contract, the Contractor would be debarred to use the proprietary content of the Ministry for any other Contractor. 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.

M. NON-WAIVER OF RIGHTS: The failure by Contractor 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 Contractor of any of its obligations under the Contract.

N. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, the Ministry shall have no obligation to any minimum days of services from the Contractor, and the Ministry 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.

O. 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 Ministry / Govt. of India, including its attached/ subordinate offices or its Media Units or PSUs under the administrative control of this Ministry.

P. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor services to the Ministry.

Q. MODIFICATIONS:

1. Pursuant to the Financial Regulations and Rules, only the Ministry or such other Contracting authority as **authorized representative of the President of India** possesses the authority to agree on behalf of the President of India to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with Contractor. Accordingly, no modification or change in the Contract shall be

valid and enforceable unless provided by a valid written amendment to the Contract signed by the Contractor and **the President of India through authorized representative.**

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.

R. AUDITS AND INVESTIGATIONS:

1. Each invoice paid by the Ministry shall be subject to a post-payment audit by auditors, whether internal or external, of the Ministry or by other authorized and qualified agents of the Ministry at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. The Ministry shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the Ministry other than in accordance with the terms and conditions of the Contract.

2. The Contractor acknowledges and agrees that, from time to time, the Ministry 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 Contractor generally relating to performance of the Contract. The right of the Ministry to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor 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 Contractor'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 Ministry access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the Ministry hereunder.

S. 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 Government 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 Law Secretary,

Ministry of Law and Justice, Government of India. 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 ----- 2022. This agreement shall be effective from _____.

()
Authorized Signatory
(Contractor)

()
Under Secretary (XPS)
External Publicity & Public Diplomacy
Division
Ministry of External Affairs