

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

E-NOTICE INVITING TENDER FOR "Hiring of an agency for Audio-visual coverage of various events of the Ministry of External Affairs and Live streaming on Ministry's YouTube and other Social Media channels".

Tender No: Q/XPR/311/01/2019 DATED: 02/07/2019	
Important Dates	
Date of Publishing	04/07/2019
Bid Document Download Start Date	04/07/2019
Clarification Start Date	04/07/2019
Clarification End Date	12/07/2019
Bid Submission Start Date (online)	04/07/2019
Pre-Bid meeting	10/07/2019
Bid Submission End Date (online)	25/07/2019
Date of Technical Bid Opening (online)	26/07/2019

The bid may be submitted online only at Central Public Procurement Portal Website:
<http://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.

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E- TENDER NOTICE

INTRODUCTION

On behalf of the President of India, E-tenders under the two bid system – Technical Bid and Financial Bid are invited from reputed, experienced and financially sound agencies for audio-visual coverage of the various events of the Ministry of External Affairs, and for Live streaming on Ministry's YouTube Channel, Facebook Live and other social media channels. The bidder should submit the bid online in two parts separately as - Technical Bid and Financial Bid.

DETAILED SCOPE OF WORK

- i. Video recording and Photography of regular Media Briefings & Press Interactions; Visits of Foreign Delegations & Summits; Seminars & Conferences; Distinguished Lectures and Dialogues organized/supported by External Publicity & Public Diplomacy Division of the Ministry of External Affairs and coverage of any other event specified by the Division from time to time.
- ii. Transmission of high resolution photographs: In all instances where an event is being covered by the selected agency, they will ensure the immediate transmission of a select group of photographs **within and no later than five minutes** of the event. If the event is a continuing one, the agency will transmit the photographs of the main aspects (eg. First images of the dignitary speaking) as and when they take place under the guidance of MEA officials.
- iii. Livestreaming of specified events — including but not limited to, Media Briefings & Press Interactions; Visits of Foreign Delegations & Summits; Seminars & Conferences; Distinguished Lectures and Dialogues - on YouTube and other social media channels of MEA as specified by the Ministry.
- iv. Transmission of high resolution videos: In events which do not require livestreaming, a high resolution video of the entire event is to be provided to XP Division **within and no later than two hours**.
- v. Editing of photographs of events covered, generated into suitable formats immediately and on real time basis for use by the Ministry on its Official website (www.mea.gov.in), Ministry's social media platforms such as Facebook, Flickr, Twitter etc.
- vi. Editing of videos of events covered into suitable formats & to upload them on Ministry's YouTube and other social media channels.
- vii. Scripting, voicing, and editing of short length stand alone video features that highlight foreign policy achievements of the Government, key takeaways from incoming or outgoing visits, including whiteboard or animation features.
- viii. Maintaining the MEA YouTube channel (<https://www.youtube.com/user/MEAIndia>) professionally on behalf of the Ministry and optimizing it for content search and wider visibility.
- ix. Most of the work assignment will be in Delhi and the media coverage team should be available round the clock. However, in a few cases, firm will have to send its staff

outside Delhi for coverage, and number of such events can be around 12 in a year. No travel, accommodation or incidental charges shall be borne by the Ministry of External Affairs on this account. However, it is not binding upon Ministry of External Affairs to restrict the number of events within this range. All costs to be incurred are to be inclusive of this contract within the financial bid as submitted by the Contractor.

2. The work would be assigned initially for a period of One Year which may be extended further for a period of Two years, on year to year basis (one year at a time) at the same rates & on the same terms & conditions, at the sole discretion of the competent authority in the Ministry.
3. In order to award the above contract, e-tenders are invited from the reputed firms who are in this field and fulfil the technical and financial terms and conditions.

EARNEST MONEY DEPOSIT (EMD)

4. The Bidder shall furnish an Earnest Money Deposit (EMD) amounting to Rs. 75,000/- (Rupees Seventy Five Thousand only). The EMD shall be in Indian Rupees and shall be in the form of Demand Draft or Fixed Deposit Receipt or Banker's Cheque from any of the Nationalized Bank/ Scheduled Bank in favour of "Pay and Accounts Officer, Ministry of External Affairs, New Delhi payable at New Delhi". A scanned copy of EMD should be submitted as part of the online Technical Bid Documents. The original hard copy of EMD of Rs 75,000/- is also required to be submitted in a sealed envelope superscribing "Hiring an agency to cover various events of the Ministry of External Affairs and Live streaming on Ministry's YouTube and other social media channels 2019", on or before the closing date and time of e- submission of online bids to Sh. Pawankumar Badhe, OSD(Press Relations), External Publicity & Public Diplomacy Division, Ministry of External Affairs, Room No. 140, A-wing, Ist Floor, Shastri Bhawan, New Delhi, failing which the bids will not be considered. The E.M.D. shall be valid for a minimum period of 90 (ninety) days from the date of submission of Tender. The Tender, not accompanied by the requisite E.M.D., will be summarily rejected.
5. 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].
6. The earnest money of unsuccessful Bidder shall be refunded after final award of Contract. EMD of the successful Bidder will be released after the Bidder/Bidders sign the final agreement and furnishes the Performance Guarantee. The EMD shall not carry any interest. The EMD will be forfeited on account of one or more of the following reasons:
 - a) Bidder withdraws the Proposal during the validity period specified in e-Tender document.
 - b) Bidder does not respond to request for clarification of its Proposal/for substandard works.
 - c) Bidder fails to provide required information during the evaluation process or is found to be non-responsible.

- d) In case of a successful Bidder, if fails to sign the Agreement in time as per schedule; or to furnish the Performance Guarantee.

The offers from those Bidders who are unable to deposit the required Earnest Money will be rejected.

7. The bid submitted should be valid for a period of 90 days from the date of opening of tender.
8. The bids will be opened in Room No. 140, A Wing, XPD Division, Shastri Bhawan, in the presence of those tenderers who may desire to be present at that time.
9. The successful bidder will be required to sign an Agreement Deed.

BASIC ELIGIBILITY CRITERIA

1. The agency should be registered with Registrars of Companies and with Delhi Sales Tax Department for work contract tax. Copies of the valid Registrations Certificates, PAN/TIN No., GST No., agency profile and details as per proforma (Annexure 'I') should be attached.
2. The agency should have a minimum three years of independent legal existence and experience in covering government functions and events. The firm should have worked for national or international media organizations and must have full time video and multimedia journalists in the last four years. The full list of staff, including list of photographers, videographers, photo and video editors, managerial staff must be provided as per Annexure I as part of technical bid documents.
3. The agency should furnish copies of award of contract along with certificate of satisfactory performance from different Government Ministries/Department, with whom they had/have contract.
4. The agency should submit a certificate that it has not been blacklisted from any Government Ministry/Department/State Government/PSUs organization or any private organization of repute.
5. The agency should have average annual turnover of Rs. 25 Lakhs during the last three financial years. Copies of Audited Balance Sheets, Profit & Loss Statement and Income Tax Return for the last three financial years must be submitted.
6. The agency should submit a certificate that information given by them is correct and they will abide by the decision of the Ministry.

Submission of Bids in two parts

Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The proposal/bids should be uploaded in separate two parts –

- (i) **Technical Bid:** to be uploaded in the format as given in Annexure I. The documents required to be included in Technical Bid as given in Annexure I and elsewhere in the tender document should be scanned and attached to the Technical Bid.

- (ii) **Financial Bid:** The bidder must submit/upload their financial bid in the prescribed format (BOQ.XXXX File) which will be available on CPP portal. No other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes [the rate per unit for each item in both figures and words and all taxes] 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 file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected. The bidders are strictly advised to refrain from quoting unrealistic prices, at which they may not make supplies later. **The financial bid shall be in form of monthly charges**, for covering various event of the Ministry and live streaming on Ministry's YouTube Channel.

Evaluation Procedure

Proposals received will be examined by a Technical Committee as per Evaluation Criteria and other basic eligibility criteria given in the tender document; Bids of only those bidders would be accepted for technical evaluation who fulfil the Basic Eligibility Criteria. Technical Committee may also call for a presentation by the prospective bidders. The Technical Bid will be opened first. Only those firms, which fulfill the technical terms and conditions, will be eligible for opening of financial bid. The financial bid should be submitted as per BOQ. Financial bid shall be evaluated by a Committee as per the specifications and requirements and responsive technically qualified proposal with the lowest evaluated cost shall be selected. The Ministry reserves the right to accept any or reject any or all bids without assigning any reason whatsoever.

Pre-Qualification/Evaluation Criteria

Sl. No.	Requirement	Score (Out of 10)
1.	The Company should be registered with Registrars of Companies and with Delhi Sales Tax/GST Department for work contract tax. (Mandatory) . Copies of the Registration Certificate, PAN/TIN No., GST No., company profile and details as per Annexure I should be attached.	1
2.	The agency should have minimum three years of independent legal existence and three years experience in covering government functions and events. The firm should have worked for national or international media organizations and must had full time video and multimedia journalists in the last four years. The firm should furnish copies of award of contract along with certificate of satisfactory performance from different Government Ministries/Department, with whom they had/have contract.	3
3.	The agency should have complement of qualified and experienced staff. Full list of staff, including list of photographers, videographers, photo and video editors, managerial staff must be provided as part of technical bid documents, as per Annexure I	2
4	The firm should have latest equipment with accessories, editing suite with FTP facility, lease line connectivity, storage and streaming server. The firm should also have the latest equipment for photography and videography and for real-time transmission of content, including cameras with inbuilt wifi/3G technologies and LiveU Machines with sufficient number of data transmission devices. List of equipments available with the firm for its role has to be submitted in a separate note.	2
5	The agency should have average annual turnover of Rs. 25 Lakhs during the last three financial years. Copies of Audited Balance Sheets, Profit & Loss Statement and Income Tax Return for the last three financial years must be submitted.	2
6.	The agency should submit a certificate that it has not been blacklisted from any Government Ministry/Department/State Government/PSUs organization or any private organization of repute.	Mandatory
7.	The agency should submit a certificate that information given by them is correct and they will abide by the decision of the Ministry	Mandatory
8.	The agency should submit a certificate that it has read and noted all the Terms & Conditions of this bid document and unconditionally accept the same.	Mandatory

The bidding agencies shall be evaluated on the basis of the above criteria. Minimum 6 marks are required to qualify in the technical bid. However, the Ministry reserves the right to decide the Qualification Criteria and evaluation and selection. In case two or more agencies quoting same financial bid, preference will be given to those scoring more marks in the technical evaluation criteria.

PERFORMANCE GUARANTEE

The successful bidder shall provide a Performance Guarantee, for his due and faithful performance of the contract, for a sum equivalent to 5% of the total tendered amount in the form of Demand Draft from any of the Nationalized Bank/ Scheduled Bank in favour of "Pay and Accounts Officer, Ministry of External Affairs, New Delhi payable at New Delhi" before issuance of work order from the Ministry or signing the Agreement. The Performance Guarantee should be valid upto the date of expiry of the contract period plus 90 days. After recording of the completion certificate for the all works by the Ministry, the performance guarantee shall be returned to the bidder, without any interest. Ministry may require the validity of Performance Bank Guarantee to be extended in case of extension of contract or other circumstances.

OTHER TERMS AND CONDITIONS

1. The agency so selected should have the capability to perform the entire scope of the assignment without outsourcing the same to any third party in any manner.
2. The agency should provide technical support at all times for maintenance of MEA YouTube Channel (www.youtube.com/user/MEAIndia/)
3. The firm should have latest equipment with accessories, editing suite with FTP facility, lease line connectivity, storage and streaming server. The firm should also have the latest equipment for photography and videography and for real-time transmission of content, including cameras with inbuilt wifi/3G technologies **and LiveU Machines** with sufficient number of data transmission devices. **List of equipments available with the firm for its role has to be submitted in a separate note.**
4. The firm will set up and maintain an audiovisual database with archive management.
5. The firm will provide and maintain server, backup, storage and recovery of Ministry of External Affairs' videos and photographs for a minimum period of 90 days. After the expiry of 90 days, the videos and photographs may be suitably stored index-wise in Hard Disk Drive and submitted to XPD Division.
6. The bidder/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.
7. The bidder/agency is expected to go through all instructions, statements, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
8. Any notice by one party to the other pursuant to the Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract.

9. No consideration will be given to a bid received after the stipulated date and time. However, Ministry reserves the right to extend the last date and time for submission of the bids as its own discretion.
10. To assist in Technical Evaluation, 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.
11. No price/rate variation/adjustment or any other escalation will be entertained, after submission of bid and during currency of contract.
12. Overwriting/corrections in the commercial bid are not permitted and any such overwriting in commercial bid will lead to its rejection.
13. 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. The agency should submit a certificate that it has read and noted all the Terms & Conditions of this bid document and unconditionally accept the same.
14. The Ministry will have the sole proprietary rights over the contents of the events assigned to the agency through this contract.
15. In all matters related to dispute relating to this tender, the decision of this Ministry will be final and binding upon the firm/agency.

PENALTY CLAUSE/LIQUIDATED DAMAGES

1. If at any future point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder does not fulfil any of the contractual obligations, Ministry may take a decision to cancel the contract with immediate effect, forfeit the EMD/Performance Guarantee deposited by the vendor and/or debar the bidder from bidding prospectively for a period to be decided by the Ministry and take any other action as deemed necessary.
2. Agencies applying for this tender will submit a certificate that the information submitted by them is correct and they will abide by the decision of the Ministry. A certificate to this effect must be submitted as part of the Technical Bid documents.
3. Notwithstanding any of the provisions mentioned above, for rates and other conditions, in case of any disagreement etc., decision of the Ministry will be final and binding on all bidders participating in this bid.
4. In case of non-compliance with any of the terms of the contract or delay in executing services on the part of the bidder, penalty @0.5% per week of the total contract value will be deducted from the bidder's bill without prejudice to other terms and conditions of the tender.

FORCE MAJEURE

1. 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.
2. The affected Party shall also notify the other party of any other changes in condition 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 a 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.
3. 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.
4. 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.

CONTACT DETAILS

For any query in regard to tender conditions, the bidder can contact Sh. Pawankumar Badhe, OSD (Press Relations), External Publicity and Public Diplomacy Division, Ministry of External Affairs, Room No. 138, Shastri Bhawan, New Delhi - 110001. Ph. No. 011-23383462, 011-23782678. Email: osdpr@meaindia.in, poxt@meaindia.in.

SUBMISSION OF PROPOSAL

1. The proposal must be submitted online on CPP Portal (<http://eprocure.gov.in/eprocure/app>), using valid Digital Signature Certificates. Duly Signed documents relating to this proposal mentioned in this tender document must be submitted online. Instructions for online bid submission are given below.
2. Bidder should 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.

3. Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
4. The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective tenderer.
5. Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enrol 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 Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder shall log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) 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.

- 2) 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.
- 3) 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.

PREPARATION OF BIDS

10. Bidder should take into account any corrigendum published on the tender documents before submitting their bids.

11. Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The proposal/bids should be uploaded in separate two parts –

(iii) Technical Bid: Documents to be uploaded in the format as given in Annexure-I. The documents should be scanned and uploaded.

(iv) Financial Bid: to be uploaded in the online BOQ sheet.

Bidder should 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.

12. 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.

13. 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.

SUBMISSION OF BIDS

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the specified officer, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the 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 white coloured (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.
- 6) 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.
- 7) 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) 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. The contact number for the helpdesk is 1800 3070 2232.

DISPUTE RESOLUTION AND ARBITRATION:

In the event of any question, dispute or difference arising under this Agreement or in connection thereof, except as to the matter, the decision of which is specifically provided hereunder, shall be referred to arbitration by a sole arbitrator as laid down in the Arbitration and Conciliation Act. 1996. The rules made thereunder and any modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings as aforesaid. The venue and seat of arbitration shall be New Delhi or such other place as the Arbitrator may decide. The arbitration proceedings shall be conducted in English language.

Upon any and every reference as aforesaid, the assessment of costs, interest and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

DISQUALIFICATION OF BIDS

Bidders who do not unconditionally accept the Tender conditions or who do not deposit the required Earnest Money and who do not fulfil the pre-qualification requirement and other conditions enumerated in this tender document, shall not be considered for the work and their bids shall be summarily rejected.

GOVERNING LAWS AND JURISDICTION

This shall be construed and governed by the laws of India, and the parties hereby submit to the exclusive jurisdiction of the Delhi court of law.

OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement. In addition, the Contractor shall maintain compliance with all obligations & instructions relating to its registration as a qualified vendor to provide services to the Ministry.

ANNEXURE I

S. N.	Document	File type
1.	Earnest Money Deposit (EMD) of Rs. 75,000/- (Rupees Seventy five 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 F.Y. 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/directors etc. of the agency	.pdf
7.	Copy of Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India.	.pdf
8.	Copies of award of contracts from Central Ministries/ Departments/private organizations of repute	.pdf
9.	Copy of an audited statement of account of the agency and relevant documents in support of Annual Turn-over. (turnover figures must be highlighted): Proof of Annual turnover of each of the last three financial years.	.pdf
10.	Name and contact information of agency's representative	.pdf
11.	Names and contact list of Photographers/videographers/video editors/graphic artists/photo editors etc. along with their details including qualification and work experience.	.pdf
12.	List of equipment as detailed in Prequalification/Evaluation criteria	.pdf
13.	Certificate that agency accepts and abides by all terms and conditions unconditionally	.pdf
14.	Certificate that all information submitted is true and agency shall abide by decision of this Ministry	.pdf