

**Embassy of India
The Hague**

**E-NOTICE: Tender for hosting, redesign and management of website of
Embassy of India, The Hague, The Netherlands**

Tender No: HAG/INFO/301/1/2024

Dated: 27/09/2024

Important Dates	
Published date	27/09/2024 at 1700 hrs (CET)
Bid document download start date	27/09/2024 at 1715 hrs (CET)
Bid submission start date	27/09/2024 at 1800 hrs (CET)
Clarification (only by email) start date	27/09/2024 at 1800 hrs (CET)
Pre-Bid meeting [virtual format]	07/10/2024 at 1200 hrs (CET)
Clarification end date	09/10/2024 at 1730 hrs (CET)
Bid submission end date	17/10/2024 at 1500 hrs (CET)
Date of Technical Bid opening	22/10/2024 at 1200 hrs (CET)
Date of Financial Bid opening (of eligible bidders)	29/10/2024 at 1200 hrs (CET)

The bids shall be submitted only by email at **fspic.the.hague@mea.gov.in**

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(Sanjay Kanojia)
Head of Chancery
Embassy of India, The Hague
Netherlands

TENDER NOTICE

The Embassy of India, The Hague, The Netherlands invites bids from reputed agencies, for re-design, hosting and maintenance of the website of the Embassy.

I BROAD SCOPE OF WORK:

The work would broadly include:

- i) An overhaul of the website design to make its layout more attractive, user friendly and practical
- ii) Maintenance of the Embassy website for a duration of three (3) years on 1 +2 years basis.
- iii) Enhance the website, new pages, application forms for filling and applications related to the Embassy as per the requirements of the Embassy and Ministry of External Affairs (MEA) from time to time as part of the scope.
- iv) Deployment of a dedicated team on a 24 x 7 basis. This will be in addition to the tech support the agency is expected to provide. The team should consist of a designer, developer, security auditor and database administrator.
- v) Editing & uploading of content may include documents, PDFs, images, videos, web links, etc. The contents provided by the Embassy should be uploaded and published within 30 minutes.
- vi) The agency needs to handle contents in English & Hindi languages.
- vii) Designing of webpages/ modules on special occasions on a case-to-case basis as per Ministry's/ Embassy's requirements. For example, occasions like International Day of Yoga, Republic day, national day events etc.
- viii) To ensure that the website is GIGW (Guidelines for Indian Government Website) compliant and has the requisite features ensuring accessibility to physically disabled persons. The website should also observe the W3C guidelines available at www.w3.org/TR/WCAG20-TECHS/PDF7.html
- ix) Carrying out security audit of the website (including STQC) and procurement of digital and other security certificates (eg. SSL, website

quality certificate etc.) as and when required.

- x) Designing of a URL shortened for the Embassy.
- xi) Appropriate provisions regarding confidentiality and secrecy of materials and documents as deemed necessary must be accorded while hosting the website.

<Scope can be extended based on specific requirements>

II DETAILED SCOPE OF WORK:

A. Website Design

- i) Website must be responsive.
- ii) Website must be designed, developed, deployed and maintained according to W3C Guidelines and the Guidelines for Indian Government Websites (GIGW).
- iii) The website must be developed using well established technologies preferably Open Source environment without using any third party tool or framework, which may incur any financial implication to the Embassy.
- iv) Enterprises Database and SSL to be used for the website development and maintenance
- v) Hosting will be done on servers located in India by Indian agency. The bidder needs to provide the cloud hosting as Infrastructure-as-a-Service model from a Ministry of Electronics and Information Technology (MeitY), GoI empanelled Cloud Service providers. If the website is to be hosted at NIC Cloud (Meghraj) environment, the agency must ensure and use the available technology environment at NIC Cloud for the development. Agency will need to get clearance of security audit of the website by Ministry of Electronics and Information Technology (MEITY)/ CERT empaneled agency.
- vi) Compliance of web standards and guidelines issued by Government of India time to time and certification by the CERT empaneled agencies, DEITY for GIGW compliance. A cyber audit including a VAPT as per OWASP Top 10 vulnerabilities must be carried out by a CERT impaneled auditor before making the site live.

- vii) Creation of documents including user and technical manuals.
- viii) Providing training to the users of Embassy.
- ix) Transfer of Source code and other credentials for the website.
- x) Responsive design compatible with all handheld devices and browsers.
- xi) Aesthetic and Modern
- xii) At least three design options/templates need to be provided with technical presentation for home page as well as inner pages of the website.
- xiii) Upon selection, selected agency will need to provide FRESH designs incorporating inputs from Embassy of India, The Hague if any, for website for the Embassy to choose.
- xiv) Embassy will reserve the right to choose and finalize the new design for the website. Redevelopment of the website will start only after the design of the website gets finalized.
- xv) Design must have Search Engine Optimization (SEO) boosting elements/SEO friendly. Highly user-friendly information architecture (IA) and clear navigation. The design of the website may undergo changes during the period of contract as per the guidelines of MEA from time to time. The company should make such mandatory changes without any additional cost to the Embassy.
- xvi) Website speed optimization.
- xvii) Customization of user interface in terms of color, font size and language, etc.
- xviii) Social Media Integration.
- xix) Development, implementation & maintenance of Consular Appointment System with feedback management.
- xx) Design, development & maintenance of Event Management System.
- xxi) Design, development & maintenance of intelligent Chatbot facility to respond to various queries (consular, trade, education & community etc.).

xxii) Integration with database given by the Embassy.

B. CMS Maintenance:

- i) Maintenance and redevelopment of a customized Content Management System (CMS). CMS must be flexible and scalable to accommodate suggested changes/modifications including design and IA, as and when required during the contract period.
- ii) CMS must have simple workflow and publishing controls.
- iii) CMS should have simple and easy administration.
- iv) CMS must have Search Engine friendly attributes.
- v) CMS must have security features.
- vi) CMS must have robust content templates.
- vii) CMS must support detailed analytics for each section of the website.
- viii) Comprehensive SEARCH functionality on homepage as well as each section of the website. Auto archival mechanism to maintain the archived documents with proper classification and auto archival system.
- ix) Content optimization including images.
- x) Role/Level based access to users for content updates.
- xi) Audit trails of the documents hosted on the website should be maintained and should be accessible to the administrator as and when required.
- xii) Content of each section should be sharable by the user on multiple platforms such as Facebook, Twitter, WhatsApp, Email, etc.

C. Technology & Security:

- i) The website must be designed with higher and stable versions of PHP / Java /Apache / Tomcat with secured framework like Laravel, Codginetor, Spring etc.
- ii) Any obsolete /end of life support versions should not be deployed on the server end. The vendor will check the CERT-In/MeitY websites for latest

reported vulnerabilities and patch it within a period of one month after its publication.

- iii) The server should be hardened and secured before hosting of the website. Vulnerabilities of the hosted server should be patched on every quarter.
- (iv) Daily backup of the website & database should be synced to some other server location within India through some secured mechanism like secure ftp, VPN etc.
- (v) The website should not run on commonly used ports like 22,80,8080,21. However, the vendor may use the port redirection through iptables / firewall.
- (vi) The security audit of the website must be conducted every year as per the guidelines of GOI/Meity/NIC/CERT-in and vendor will share the security certificate and audit report with the mission contact point.
- (vii) Website should be capable to handle the load of about 5000 concurrent connections. The contents and database of the website should not be available to any other server / staging server or any public domain.
- (viii) Sharing of public IP is not allowed to any other domain.
- (ix) The server/website should have latest cyber security features like WAF, DDOS protection, Data encryption etc.

D. Website Maintenance:

The maintenance support for one year after the successful launching of the website extendable for 2 more years as per Embassy's discretion.

It would include the following:

- i) Maintenance of CMS and technical modifications as and when required.
- ii) Creation of new web pages within existing site as and when required.
- iii) Website design changes as and when required.
- iv) Website technical functionality upgrade as and when required.
- v) Monitoring and maintaining website speed, sign up process, navigation links etc.

- vi) To design and upload banners, iQuery, graph artwork, infographics and audio - video files etc. on the website.
- vii) Formatting and posting of content updates, images, videos etc. on regular basis. Conversion of documents to required format such as HTML/HTMLS.
- viii) Bug fixing and keeping website (s) secured from all possible cyber-attacks and hackers at all time.
- ix) Security audit once a year and on specific requirements. Vendor will give the security audit certificate from CERT-In empaneled vendor once in a year. Cost of additional audit would be borne by the embassy.
- x) Execution of SEO inputs provided by the other Government of India websites and databases.
- xi) Content upload and website support on 24X7 basis.
- xii) Keeping activity log for all web updates.
- xiii) Creation and maintenance of archive section on the website.
- xiv) Trouble shooting.
- xv) **Compliances.** During the development of the Mission website/portal, service provider will be responsible to incorporate latest technology guidelines including cyber security features as issued by competent Government authorities from time to time without any additional cost.
- xvi) **Website Hosting.** Website should be hosted on MeiTy approved cloud service providers or NIC cloud. The Servers of the website should be hosted in India.

III VALIDITY & EXTENSION OF CONTRACT:

- i) The contract will be signed initially for a period of one (1) year. This period will be extended for a further period of two years at the sole discretion of the Embassy on the existing terms and conditions with the written consent of the selected agency.
- ii) The agency during the period of contract will carry out changes to the website, without any additional cost to the Embassy, as may be necessary [viz., technical, content, design, security features or other

parameters] if and when such changes are mandated by the Embassy of India, The Hague, Netherlands.

IV BIDS:

- i) A two-bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on 22/10/2024 at 1200 hrs (CET) at Head of Chancery's office (Embassy of India, The Hague, The Netherlands).
- ii) The Technical Bid will be evaluated by the Bid Evaluation Committee of the Embassy.

V MINIMUM ELIGIBILITY CRITERIA:

- i) Earnest Money Deposit (EMD) of an amount of Rs.20,000/- in the form of Bank Guarantee in favor of OR Bid Security Declaration as per Annexure III.
- ii) The agency should hold valid PAN, Sales tax/GST/VAT registrations.
- iii) **Project experience.** A minimum of three years of experience in the relevant area such as working with Indian Government websites, including embassy websites, portals applications and execution of a work of similar nature. The bidder must have successfully executed/completed similar services over the last three financial years: -
 - a. Three similar completed services costing not less than the amount equal to 40% of the estimated cost; or
 - b. Two similar completed services costing not less than the amount equal to 50% of the estimated cost; or
 - c. One similar completed service costing not less than the amount equal to 80% of the estimated cost.
- iv) The average annual turnover of the agency should be at least INR 1 Cr 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. In case the agency has multiple business wings, turnover figures of only the software development /related branch shall be considered and the agency will have to submit

the said figure.

- iv) 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.
- v) Agency must have filed Tax Returns for the last three years.
- vi) Agency must be at least a CMMI level 5 or 3 company. However, ISO 9001:2015 (Quality Management) and ISO 27001:2013 (Information Security) may also apply.

VI Technical Evaluation committee:

- i) An evaluation committee comprising of three to four officials of embassy may be formed for evaluation of the tendering process.
- ii) The committee will be responsible for examination of tendering process at all levels to examine the competence of the bidders.
- iii) TEC may also consider to waive off the minor deviations after examinations of technical competence of the bidders in view of maximizing the competition and discovery of reasonable prices.

VII PRE-BID MEETING:

- i) A prospective bidder, requiring a clarification on the Tender document shall notify Embassy of India, The Hague, The Netherlands via e-mail to fspic.thehague@mea.gov.in within the time-frame as indicated in the Data Sheet.
- ii) Embassy of India, The Hague, The Netherlands will conduct the Pre-bid Meeting on 07/10/2024 at 1200 hrs (CET) virtually to address the submitted queries.

VII UPLOADING BIDS:

The bidders shall send their bids by email to fspic.thehague@mea.gov.in in two separate attachments, viz.:

- i) **Technical Bid:** The bidding agencies are required to submit documents as detailed in Annexure-I by email in open attachments. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.
- ii) **Financial Bid:** To be submitted in a separate .pdf file (Annexure-II)

as “**password-protected**” (The password should not be shared at this point). **Those received without having been protected with password, will not be considered.** The eligible bidders will be contacted by email to send the password for the financial bid document. All the prospective service providers should invariably share the contact details of the person to coordinate in this process. The financial bid should be valid for 3 months from the date of opening.

VIII TECHNICAL EVALUATION:

- i) 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.
- ii) As part of the technical evaluation, agencies will have to give a technical presentation to the Ministry covering the points as mentioned in the table below. The technical evaluation of the bidders shall be made on the following points:

Minimum Eligibility Criteria

<p>Number of Govt. of India website including Embassy/High Commission/Consulate portal maintenance contracts (duration equal/more than 1 year) in last 3 years</p> <p>[A list of such contracts should be sent as per the format at Annexure II]</p> <p>An appraisal letter from the clients should be given, along with contact details of the relevant people.</p>	<p>10 marks</p> <p>[≤ 20 = 02 marks 21 ≤ 30 = 04 marks 31 ≤ 40 = 06 marks 41 ≤ 50 = 08 marks 50 > = 10 marks]</p>
<p>Number of website managed presently having similar scope of work as in this RFP.?</p> <p>[Separate list of such web application contracts should be sent as per format at Annexure II]</p>	<p>10 marks</p> <p>[≤ 02 = 02 marks 03 ≤ 04 = 04 marks 05 ≤ 06 = 06 marks 07 ≤ 08 = 08 marks 09 ≤ 10 > = 10 marks]</p>
<p>Company Standards</p>	<p>5 marks</p> <p>ISO 9001:2015 and ISO 27001:2013 : 2 Marks</p> <p>CMMI Level 3 : 3 Marks</p> <p>Both CMMI and ISO : 5 Marks</p>

	CMMI Level 5 : 5 Marks
TOTAL	25 marks

Companies must obtain at least 70% (17.5marks) from above said criteria to gain Minimum Eligibility Criteria.

Technical Presentation: * (described below)	75 marks
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* In addition to the criteria of Scope of Work, the Technical Presentation will be evaluated on the following criteria covering but not limited to the below mentioned areas:

Proposed web design (Weightage: 20)	Technical specifications (Weightage: 10) ?	Proposed improvements (Weightage: 25)	Resources (Weightage: 20)
Modern, aesthetically appealing design Well structured, clutter free -Ease of navigation -Improved GUI	How does the bidder plan to make the website more secure Compliance with GIGW norms - Compatibility across devices / operating systems - Search ability of content -Systems/ database, record keeping, troubleshooting, bug testing etc. Other security features.	-New interactive features -How does the bidder plan to drive more traffic to the site	How much manpower the bidder plans to dedicate to this contract (front and back end) Estimated response time for creating a simple module/web page -Time required to switch to the new design -Responsiveness to Ministry's requests for customization

The minimum qualifying score shall be 75 (out of 100).

IX FINANCIAL ROUND:

- i) Only the agencies, who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round.
- ii) Contract will be awarded to the technically qualified Lowest Bidder.
- iii) The date and time for opening of the Financial Bid will be intimated on a later date.
- iv) The bidder will quote their 'per year rate' (exclusive of applicable taxes) for carrying out the entirety of the scope of work. (A sample may be seen at Annexure II)
- v) No change in financial bids is allowed after the last date of submission of tender documents.

X FINAL EVALUATION CRITERIA:

The final selection will be based on the combined scores of technical proposal and financial proposal. The weightage will be 75:25 wherein 75 per cent will be for technical proposal and 25 per cent will be for financial proposal.

XI TERMS & CONDITIONS:

- i) Tender bids received after the closing date and time will not be entertained.
- ii) The Embassy reserves the right to extend the last date and time for submission of the bids on its own discretion.
- iii) The bidding agency shall bear all costs associated with the preparation and submission of its bids and the Embassy of India, The Hague, The Netherlands 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 Embassy until execution of a contractual agreement.
- iv) The bids shall remain valid for a period of 120 (One hundred & twenty) days from the opening of the financial bids.
- v) Failure to furnish all the required information may result in rejection of the bid.
- vi) Agencies applying for the tender will submit a certificate that the

information submitted by them is correct and they will abide by any decision of the Embassy. 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.

- vii) Any notice by one party to the other, pursuant to the Contract shall be sent by e- mail and confirmed in writing to the addressee specified for that purpose in the Contract.
- viii) To assist in technical & financial evaluation, the Embassy reserves the right to call for any clarification from any/all bidding agencies during the evaluation of the bids. Such clarification should be submitted only in writing via email. However no other correspondence on bids will be entertained.
- ix) 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.
- x) The Embassy shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender.
- xi) In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the agency.
- xii) The Embassy reserves the right to accept or reject any or all bids without assigning any reasons at any stage of tender process. No bidders shall have any cause or claim against the Embassy for rejection of their bid.
- xiii) **Periodic review.** A project review committee for contract monitoring and periodic review of performance of vendor should be constituted as per rule 195 of GFR.
- xiv) **Payment terms:**
 - a) The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
 - b) The agency who has been awarded the contract shall submit the bills within a week of expiry of the billing period.
 - c) Only applicable taxes shall be applied in addition to quoted rates.

- xv) Agency must procure and provide all the hardware and software required by its project team to enable them to meet the target assignment.
- xvi) The Embassy expects the agency to engage professionals to undertake the project and reserves the right to call for resumes, documents relating to their professional background, expertise and their achievements.
- xvii) Quality of work and completion of task within the time schedule (as notified with each assignment) are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.
- xviii) Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc., decision of the Embassy will be final and binding on all bidders participating in this bid.
- xix) Earnest Money Deposit. Bidders are required to submit an Earnest Money Deposit (EMD) of amount Rs.20,000/- in favour of Pay and Accounts Officer, Ministry of External Affairs. Scanned copy of the Demand Draft/Bank Guarantee to be sent via email and hardcopy to be sent to Mission's postal address.

The bid security (EMD) of unsuccessful bidders during technical evaluation stage will be returned within 30 days of declaration of result of technical evaluation. Earnest Money Deposit with Embassy of India, The Hague, Netherlands for the purpose of tender will earn no interest.

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

- a) The Bidder withdraws/modifies his bid during the period of bid validity.
- b) In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee.

In order to make the bidding process more convenient for the vendors, the mode of bid submission has been modified and an option of submitting Bid Security Declaration (BSD) in lieu of EMD has been introduced, as per Annexure III.

- xx) The Agency has to provide services on a 24 x 7 basis.

- xxi) Bidders are required to upload documents exactly as described in Annexure I.

XII PERFORMANCE BANK GUARANTEE:

The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 10% 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. Earnest Money Deposit of the successful bidder will be returned after submission of Performance guarantee.

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.

PBG will be refunded without interest after completion of contract in all respects.

In case of extension of contract, the validity of PBG shall also be extended to suitably cover the extended period.

Exit clause. Minimum of 60 days intimation period must be given to the bidder for exit from the contract.

XIII AGREEMENT DEED:

The successful bidder shall execute an agreement for the fulfillment of the contract at the time of award of contract. The incidental expenses of execution of agreement/Contract, if any, shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 10 percent of the contract value.

XIV PENALTY CLAUSE:

- i) If the bidder withdraws or alters the bid before the expiry of bid validity period, Embassy may take the decision to forfeit the EMD and debar it from participating in future tenders.
- ii) 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 Embassy 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 Embassy and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Embassy at its own discretion/ satisfaction.

- iii) It would be the first and foremost responsibility of the 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, this Embassy may recover a sum from the contractor equivalent to a minimum of 0.5% of the total contract value on each occasion subject to a maximum of 10% of the total contract value in a year.

XV SETTLEMENT OF DISPUTES AND ARBITRATION:

If any dispute or difference arises between the parties hereto as to the transmission, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, which cannot be settled amicably between the parties within 30 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, shall be referred to be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The award made in pursuance thereof shall be binding on the parties.

- i) The place of arbitration shall be at New Delhi
- ii) The Language to be used in the arbitral proceedings shall be English.
- iii) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- iv) The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

Compliance with applicable local labour and other laws shall be the sole responsibility of the service provider.

XVI FORCE MAJEURE:

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

XVII LIQUIDATED DAMAGES AND TERMINATION:

- i) 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/liquidate the Performance Bank Guarantee.

- ii) 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 Embassy in that event and the Performance Bank Guarantee may also be forfeited/liquidated.

XVIII 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 V** of tender document below).

.....Sd/:-
(Sanjay Kanojia)
Head of Chancery
Embassy of India, The Hague
Netherlands
Tel:00 31703466076

Annexure I

Sl. No.	Document	File Type
1.	Earnest Money Deposit (EMD) for Rs. 20,000/- in the form of Demand Draft/Bank Guarantee in favour of Pay and Accounts Officer, Ministry of External Affairs. Scanned. Copy of the Demand Draft/Bank Guarantee to be sent via email and hardcopy to be sent to Mission's postal address. OR Bid Security Declaration (BSD) as per Annexure-III.	.pdf
2.	Copies of registration	.pdf
3.	Copy of PAN & GST number as applicable.	.pdf
4.	Copy of Tax returns for the last three financial years.	.pdf
5.	Copy of Latest 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. (Lists of Govt. of India website including Embassy/High Commission/Consulate portal maintenance contracts & web applications as per format at Annexure IV)	.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)	.pdf
10.	Details of the bank account for release of payment through Electronic Fund Transfer System.	.pdf
11.	Contact details of the agency's representative.	.pdf
12.	CMMI/ISO Certifications	.pdf

[Note: Each document should be named and sent in the above order in the Google drive. Documents sent in a running order will not be considered.]

Annexure II

Tender Inviting Authority: Embassy of India, The Hague, The Netherlands

Name of Work: Design, Development and maintenance of the website/webpages of Embassy of India, The Hague, The Netherlands

Contract No:

Name of the bidder/bidding firm/Company				
PRICE SCHEDULE				
Ser	Item Description	Rate	Amt in words	Remarks
First Year				
1.	Website Design & Development			
2.	Website Hosting			
3.	Maintenance, SSL and Security audit certificate			
Subsequent Years				
1.	Website Hosting			
2.	Maintenance, SSL and Security audit certificate			
Total				
Applicable tax				
Grand Total				

Amount to be entered by bidder in Rupees/USD

Date:

Signature of Authority

Stamp

Annexure III

Bid Securing Declaration
(On Company Letterhead)

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contract with the Embassy of India, The Hague, The Netherlands.

Name: _____

Company name: _____

Address: _____

Seal: _____

Date: _____

Annexure IV

Website Hosting & Maintenance

No	Organisation	Work Order	Validity of the contract (last 3 years only)

Web Applications

No	Organisation	Web Application details	Period when the application was developed (last 3 years only)

ANNEXURE V

Annexure 21: No Claim
Certificate (On company
letterhead)

To,

(Contract Executing Officer)

Procuring Entity.....

NO CLAIM CERTIFICATE

Sub: Contract Agreement no.....dated for the redesigning and maintenance of Website of Embassy of India, The Hague, The Netherlands.

We have received the sum of US\$. (US\$ only) in full and final settlement of all the payments due to us for the redesigning and maintenance of website of Embassy of India, The Hague, The Netherlands under the abovementioned contract agreement, between us and Embassy of India, The Hague, The Netherlands. 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 authorized to
sign the contract documents on
behalf of the contractor
(company stamp)

Date:

Place: