

Embassy of India
Seoul

E-NOTICE: Tender for - Re-design, hosting, management and maintenance of website of the Embassy of India in Seoul

Tender No: SEO/302/01/2023

Dated: 07/02/2025

Important Dates	
Published Date	07.02.2025
Bid document download start date	07.02.2025
Bid submission start date	07.02.2025
Clarification start date	10.02.2025
Pre-Bid meeting	11.02.2025 (1500 hrs)
Clarification end date	20.02.2025 (1500 hrs)
Bid submission end date	27.02.2025
Date of Technical Bid opening	28.02.2025
Date of Financial Bid Opening (tentative)	28.02.2025

Bids can be sent by post / courier / by hand addressed to Head of Chancery, Embassy of India, 101 Dokseodang-ro, Yongsan-gu, Seoul or via email to hoc.seoul@mea.gov.in and adm.seoul@mea.gov.in



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TENDER NOTICE

1. The Embassy of India (EoI) in Seoul invites bids from reputed agencies, for re-design, hosting, management and maintenance of the website of Embassy of India, Seoul.

2. 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 Website Design, hosting and Maintenance of the Embassy website for duration of three years
- iii Enhance the design of the website, add new pages, application forms, applications related to Embassy for the needs for Embassy and Ministry of External Affairs (hereafter referred to as MEA or Ministry) from time to time as part of the scope of work.
- iv Deployment of a dedicated team to provide services as and when requested 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 including documents, PDFs, images in JPG or similar format, videos, web links, etc. Contents should be uploaded and published within 30 minutes to one hour of receipt from Embassy.
- vi Server space should be at least 256 GB
- vii The agency needs to be able to handle content in English languages.
- viii Designing of webpages / modules on special occasions on a case to case basis as per Ministry's requirements, on the occasion of International Day of Yoga, Republic Day/ National Day events, etc.
- ix Website to be GIGW (Guidelines for Indian Government Website) compliant as per applicability and should have requisite features ensuring accessibility to physically disabled persons. The website should also observe the W3C guidelines available at www.w3.org/TR/WCAG20-PDF7.html.
- x HTTP Secure (HTTPS) / Secure Socket Layer (SSL) for hosting of website. Carrying out security audit of the website and procurement of digital and other security certificates (eg. SSL, website quality certificate etc.) as and when required.
- xi To re-develop and maintain a robust, tamper-proof Online Appointment

Scheduling Application module with state of the art features to prevent 'rent-seeking' or 'slot-blocking' activities for all Consular Services on the High Commission's website.

- xii Designing of URL shortened for the Embassy.

2. **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), MEA and NIC website guidelines.
- 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 additional financial implications for the High Commission subsequently.
- iv Enterprises Database and SSL to be used for the website development and maintenance.
- v Hosting must be done on servers located in India, and owned by an 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 Serviced 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. The hosting agency will need to get clearance of security audit of the website by Ministry of Electronics and Information Technology (MEITY) / CERT empanelled agency. Website to be hosted in India on Virtual Private Cloud of the vendor with hack proof security and as per the latest guidelines of MEA and NIC on VPC hosting.
- vi Compliance of web standards and guidelines issued by Government of India from time to time and certification by the CERT empanelled agencies, MEITY for GIGW compliance. A cyber audit including a VAPT as per OWASP top 10 vulnerabilities must be carried out by a CERT empanelled auditor before making the site live.
- vii Creation of documents including user and technical manuals.
- viii Providing training to the staffs of the Embassy regarding maintenance and monitoring of the website.
- ix Transfer of Source code and other credentials for the website to the Embassy as and when requested.
- x Responsive design compatible with all hand held 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, the selected agency will need to provide FRESH designs incorporating inputs from the Embassy of India, Seoul, if any, for the 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 or it must at least be SEO friendly. It must display highly user-friendly information architecture (IA) and offer 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 colour, font size and language, etc.
- xviii Social Media Integration.
- xix Any other related feature which may make the website efficient, subject to approval from Embassy.
- xx Embassy may ask for addition of any new feature as per its requirement due to advancement of technology.

(B). CMS Maintenance

- i Development and maintenance 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 on 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 shareable 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 secure 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 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 very quarter.
- iv. Daily back 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 being sought is for three [03] years from the date of successful launching of the website, extendable for one [01] more year as per Embassy's discretion. It would include the following:

- i Upgrade/update content and structure of Embassy's current website.

- ii Maintenance of CMS and technical modifications as and when required.
- iii Maintenance of website chatbot “Mitra” - including but not limited to updating the chatbot answers, designing and deployment of new interface and logo (if required) and regular monitoring of the chatbot to keep it running 24 x 7.
- iv Creation of new web pages within existing site as and when required.
- v Website design changes as and when required.
- vi Website technical functionality upgrade as and when required.
- vii Monitoring and maintaining website speed, sign up process, navigation links etc.
- viii To design and upload banners, iQuery, graphic artwork, infographics and audio – video files, etc. on the website.
- ix Formatting and posting of content updates, images, videos etc. on regular basis. Conversion of documents to required format such as HTML / HTMLS.
- x Bug fixing and keeping website secured from all possible cyber – attacks and hackers at all times.
- xi 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.
- xii Execution of Search Engine Operation (SEO) inputs.
- xiii Content upload and website support on 24x7 basis.
- xiv Keeping activity log for all web updates.
- xv Creation and maintenance of archive section on the website.
- xvi Trouble shooting
- xvii Regularly monitoring of the website with 24 X 7 monitoring tools and intrusion detection system facility.
- xviii Complete regular repairs as needed to scripting languages, basic HTML, broken images, broken links and all other malfunctioning code or components.
- xix Periodic full backup of website throughout the duration of the contract
- xx Provide a report on site traffic statistics and search engine analysis reports on a monthly basis.

- xxi Give monthly updated reports to HCI about number of visitors, geographical distribution of visitors, average time spent on the website, most visited sections/pages etc. besides other analysis.
- xxii Show number of visitors to the website
- xxiii Provide Embassy with two off site coordinators for all the tasks related to the website design and maintenance and repairs respectively.
- xxiv **Compliances.** During the delvelopment 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 addition cost.

E. 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.

F. Timeline for completion of activities:

This timeline will be finalized with the successful vendor post selection as mutually agreed. Indicative Timeline is as follows :

- i. Vendor to share template of the new website with Embassy – within one (1) week after signing of work order.
- ii. Responsive website development – within three (3) weeks after the new design is agreed between Embassy and the Vendor.
- iii. CMS Updating- Continuous update based on change in design.
- iv. Module on database- one (1) month. Extra updates based on requirements

3. Validity & Extension of Contract:

- i. The contract will be signed initially for a period of three (03) years. This period may be extended for a further period of two (02) years (one (01) year at a time with a maximum of two successive extensions) at the sole discretion of the Embassy on the existing terms and with the written consent of the selected agency. 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] as and when such changes are mandated by the Ministry of External Affairs, Government of India.
- ii. After signing of the contract the successful bidder will be placed on a probation period of 03 months. During the period of probation, the Mission will evaluate the performance of the agency as per the terms and conditions set out in the tender document. If the performance of the agency does not meet the standards set out in this tender document, the Mission will have the discretion of terminating the contract, after giving 05 days' notice and signing of the new contract with other technically qualified bidder. In such a case of early termination of contract, payment will be made on pro-rata basis for the duration of services rendered by

the vendor after deducting penalty, if any, as per para 15 of this document.

4. **Bids**

A two-bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on 07.02.2023 at 1500 hours (Seoul Time) at the Embassy of India, Seoul in the presence of those bidders/ bidders' representatives who may desire to be present at that time. The Technical Bid/presentation will be evaluated by the Technical Evaluation Committee of the High Commission.

5. **Minimum Eligibility Criteria:**

1. Earnest Money Deposit (EMD) of the amount of 2% to 5% of the total estimated contract value in the form of Demand Draft / Bank Guarantee in favour of Embassy of India, Seoul.
 - i The agency should hold valid PAN, Sales Tax /GST /VAT registrations.
 - ii 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 works of similar nature of project value worth at least INR 1 Crore – per year, in the last three years i.e. FY 2021-22, FY2022-23 and FY2023-24.
 - iii The average annual turnover of the agency should be at least INR 5 or 10 Crore for the last three financial years i.e. FY 2021-22, FY2022-23 and FY2023-24. 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 Government 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. However ISO9001:2015 (Quality Management) and ISO 27001:2013 (Information Security) may also apply.

6. **Pre-bid Meeting**

- i A prospective bidder, requiring a clarification on the Tender document shall notify Embassy of India, Seoul via email to adm.seoul@mea.gov.in within the time frame as indicated in the Data Sheet.

- ii Embassy of India will conduct the Pre-bid Meeting on 20.01.2025 at 1500 hours to address the submitted queries. The interested parties may inform the Mission if they wish to attend the pre-bid meeting virtually.

7. **Technical Evaluation Committee**

- (a) An evaluation committee comprising of three to four officials of Embassy may be formed for evaluation of the tendering process.
- (b) The committee will be responsible for examination of tendering process at all levels to examine the competence of the bidders.
- (c) 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.
- (d) **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.
 - i. Three similar completed services costing not less than the amount equal to 40% of the estimated cost; or
 - ii. Two similar completed services costing not less than the amount equal to 50% of the estimated cost; or
 - iii. One similar completed services costing not less than the amount equal to 80% of the estimated cost.
- (e) The average annual turnover of the agency should be atleast 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 balanced 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.
- (f) 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.
- (g) Agency must have filed Tax Returns for the last three years.

7. **Submission of Bids**

OPTION I

Bids can be delivered by post / courier / by hand at the reception of the Embassy of India, Seoul. It is to be addressed to HOC), Embassy of India, 101 Dokseodang ro, Yongsan gu, Seoul, South Korea. All the necessary documents including those in support of eligibility criteria etc. are to be submitted in two sealed envelopes (Envelope 'A': Technical Bid (documents as detailed in Annexure I) and Envelope 'B': Financial Bid (as in Annexure II). These two envelopes are to be put in another sealed envelope superscribed with "Bid for hosting, management and maintenance of website of the Embassy of India in Seoul".

OPTION II

Bidders can send the Technical and Financial bids via email to official email ID admn.seoul@mea.gov.in in the password protected PDF format. The password for PDF containing technical bids will have to be shared by the bidders exactly on the date and time specified for opening of the Bids i.e. 06.02.2025 at 1500 hrs. Date and time for sharing of password for Financial bids which will be intimated to the Technically Qualified Bidders following the completion of Technical Evaluation.

8. 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.
- ii As part of the technical evaluation, agencies will have to give a technical presentation to the High Commission covering the points as mentioned in the table below. The technical evaluation of the bidders shall be made on the following points:
- iii Minimum Eligibility Criteria

Number of website including Embassy / High Commission / Consulate Portal maintenance contracts (duration equal / more than 1 year) in last 3 years 10 marks	8 and above order 10 marks 4 order – 7 order 7 makrs 1 order – 3 order -5
Number of contracts for development of Web Applications for Government of India in last 3 years 10 marks	03 <=04 = 04 marks 05 <=06 = 06 marks 07 <=08 = 08 marks 09 < =10>=10 marks

Company Standards 10 marks	ISO 9001:2015 and ISO 27001:2013 : 7 Marks CMMI Level 3 : 7 Marks Both CMMI and ISO : 10 Marks CMMI Level 5 : 10 Marks
Total	30 Marks

iv. Companies must obtain at least 70% (21 Marks) for above said criteria to gain Minimum Eligibility Criteria

Technical Presentation (described below)	70 marks
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v. 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 : 30)	Technical specifications (Weightage :20)	Proposed improvements (Weightage: 10)	Resources (Weightage : 10)
-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. -Appointment module design and management -Other security features	-New interactive features -How does the bidder plan to drive traffic to the site?	- How much manpower will the bidder 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).

9. **Financial Evaluation:**

I. Only the agencies, who qualify the Technical evaluation round, will be

eligible to participate in the financial bidding round.

- ii. Contact will be awarded to the technically qualified Lowest bidder.
- iii. The date and time for opening of the Financial will be intimated on a later date.
- iv. The bidder will quote Only their 'per year rate' (exclusive of applicable taxes) for carrying out the entirety of the scope of work. The rates shall be quoted in the Online BOQ sheet (a sample is provided with Tender documents as Annexure II).
- v. No change in Financial Bids is allowed after the last date of submission of Tender documents.

10. **Terms & Conditions**

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

- i The Embassy reserves the right to extend the last date and time for submission of the bids on its own discretion.
- ii The bidding agency shall bear all costs associated with the preparation and submission of its bids and the High Commission of India, Singapore 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 High Commission until execution of a contractual agreement.
- iii The bids shall remain valid for a period of 180 (One Hundred & eighty days) from the last date of submission of bids.
- iv Failure to furnish all the required information may result in rejection of the bid.
- v 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 HCI. 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.
- vi Any notice by one party to the other, pursuant to the Contract, shall be sent by e-mail / letter and confirmed in writing to the address specified for that purpose in the Contract.
- vii To assist in technical evaluation, the High Commission 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. However, no other correspondence on bids will be entertained.
- viii 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.

- ix The High Commission shall have the sole proprietary rights over the content created / edited / provided by the agency who has been awarded the contract through this tender.
- x In all matters related to dispute relating to this tender, the decision of HCI will be final and binding upon the agency.
- xi 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 Ministry for rejection of their bid.
- xii Agency must procure and provide all the hardware and software required by its project team to enable them to meet the target assignment.
- xiii 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.
- xiv **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 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.
- xv Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc., decision of the Ministry will be final and binding on all bidders participating in this bid.

11. **Earnest Money Deposit:**

Bidders are required to submit an Earnest Money Deposit (EMD) of amount of 2% to 5% of the total estimated contract value as described in Annexure I. It must be delivered to the Embassy of India, Seoul in the form of Demand Draft/Bank Guarantee in favour of Embassy of India, Seoul.

- i The bid security (EMD) of un-successful bidders will be returned after the award of the contract within 4 weeks. Earnest Money Deposit with Embassy of India, Seoul for the purpose of tender will earn no interest.
- ii 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.
 - C. The agency has to provide services on a 24 X 7 basis.
- iii Bidders are required to upload documents exactly as described in Annexure I.

12. **Payment Terms:**

- i. The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies, etc.
- ii. The agency which has been awarded the contract shall submit the bills within a week of expiry of the billing period.
- iii. Only applicable taxes shall be applied in addition to quoted rates.
- iv. Agency must procure and provide all the hardware and software required by its project team to enable them to meet the target assignment.
- v. 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.
- vi. 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.
- Vii. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc., decision of the Ministry will be final and binding on all bidders participating in this bid.
- Viii. The payment of cloud will be on quarterly basis.

13. **Performance Bank Guarantee:**

- i. 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, within 4 weeks.
- ii. 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.
- lii. In case of extension of contract, the validity of PBG shall also be extended to suitably cover the extended period.

14. **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 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% of the Contract value.

15. **Penalty Clause:**

- i If the bidder withdraws or alters the bid before the expiry of bid validity period, High Commission 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 High Commission 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 High Commission and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the High Commission 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 High Commission may recover a sum from the contractor equivalent to minimum of 0.5% of the price for any portion of services delayed / negligence in service. The maximum amount which shall be recovered would be 10% of the price for any portion of services delayed / negligence in service.

16. **Settlement of Disputes and Arbitration:**

If any dispute or difference arises between the parties hereto as to the transmission, 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 can not 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.

The place of arbitration shall be at New Delhi.

The Language to be used in the arbitral proceedings shall be English.

Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

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.

17. **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 High Commission of India, Singapore shall have the right to suspend or terminate the contract on the same terms and conditions with immediate effect. In any case, the High Commission 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.

18. **Liquidated damages and terminations:**

- 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 the Performance Guarantee deposit.
- 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 High Commission in that event and the

Performance security deposit may also be forfeited.

19. **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 III of this Tender document).



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Annexure I

S.No.	Document	File type
1.	Earnest Money Deposit (EMD) for the amount USD 500/- or equivalent INR, in the form of Demand Draft / Bank Guarantee in favour of High Commission of India, Singapore. Scanned copy of the Demand / Draft / Bank Guarantee to be uploaded	.pdf
2.	Copies of registration	.pdf
3.	Copy of PAN & GST number as applicable	.pdf
4.	Copy of Tax returns for the last three 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 Government 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	.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 representatives	.pdf

Signature of authorised signatory.....

Name.....

Company Seal & Date.....

FINANCIAL BID

Tender Inviting Authority : Embassy of India, Seoul

Name of Work: i) Re-design, hosting and management of the website / webpages of Embassy of India, Seoul

Contract No.....

Name of the Bidder/ Bidding firm/company		
PRICE SCHEDULE		
(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)		
Item Description	Duration	Basic Rate in INR
Tender for Re-design, hosting and management of website	Per year rate as per tender doc (exclusive of taxes)	
Total Amount in Words:		

Signature of authorised signatory.....

Name.....

Company Seal & Date.....

Annexure 21 : No Claim Certificate
(On Company Letterhead)

To,
(Contract Executing Officer)
Procuring Entity.....

NO CLAIM CERTIFICATE

Sub: Contract Agreement No..... dated.....for the re-design, hosting and management of Website of Embassy of India, Singapore.

We have received the sum of USD/INR (.....only) in full and final settlement of all the payments due to us for the re-design, hosting and management of website of Embassy of India, Seoul under the above mentioned contract agreement, between us and Embassy of India, Seoul. We hereby 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 above 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.....

BID SECURITY DECLARATION

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 bid document from being eligible to submit Bids for contracts with the Government of India.

Date :

Place:

Signature of authorised signatory.....

Name.....

Company Seal & Date.....