

Consulate General of India,
Medan, Indonesia

E-NOTICE: Tender for hosting, re-design, management and maintenance of website of Consulate General of India, Medan, Indonesia.

Tender No : Med/815/2/2023

Dated: 09 September 2024

Important Dates	
Published date	09.09.2024
Bid document download start date	09.09.2024
Bid submission start date	09.09.2024
Clarification start date	09.09.2024
Pre-Bid meeting [if required; virtual format]	24.09.2024
Clarification end date	24.09.2024
Bid submission end date	03.10.2024 (1100 hours Indian Standard Time)
Date of Technical Bid opening	03.10.2024 (1500 hours Indian Standard Time)
Date of Technical Presentation	Will be intimated later
Date of Financial Bid opening	Will be intimated later to the technically qualified bidders

The bids shall be sent to the Consul General, Consulate General of India, Medan, Address: Jl. Uskup Agung Sugiopranoto, No. 19A, Medan - 20152, North Sumatra, Indonesia as detailed in Para 9 – Submission of Bids of the tender document.


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1. **Tender Notice**

The Consulate General of India (CGI), Medan invites bids from reputed agencies, for hosting, re-design, management and maintenance of the website of the Consulate General of India, Medan.

2. **Broad Scope of work.** The work would broadly include:

- (a) An overhaul of the website design to make its layout more attractive, user friendly and practical.
- (b) Website Design, hosting, management and maintenance of the CGI Medan website for a duration of three (3) years, from the date of award of contract.
- (c) Enhance the website, new pages, application forms, full filling and applications related to CGI Medan for the needs for CGI Medan and Ministry of External Affairs (MEA) needs time to time as part of the scope.
- (d) 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.
- (e) Editing & uploading of content may include documents, PDFs, Images, videos, web links, etc and contents should be uploaded and published within 30 minutes to one hour of receipt from CGI Medan.
- (f) Server space should be at least 256 GB.
- (g) The agency needs to handle contents in English language.
- (h) Designing of webpages/modules on special occasions on a case to case basis as per CGI Medan's / Ministry's requirements. Eg. On the occasion of International Day of Yoga, Republic day / national day events etc.
- (i) 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-TECHS/PDF7.html
- (j) 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. HTTP Secure (HTTPS) / Secure Socket Layer (SSL) for hosting of website.

- (k) Designing of a URL shortened for the CGI Medan.
- (l) Appropriate provisions regarding confidentiality and secrecy of materials and documents as deemed necessary must be accorded while hosting the website.

3. **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) as per applicability and also 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 financial implication to the CGI Medan subsequently.
- (iv) Enterprises Database and SSL to be used for the website development and maintenance
- (v) Hosting will 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 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 empanelled agency.
- (vi) Compliance of web standards and guidelines issued by Government of India time to time and certification by the CERT empanelled agencies. 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 users of CGI Medan.
- (ix) Transfer of Source code and other credentials for the website to CGI Medan.
- (x) Responsive design compatible with all handheld devices and browsers.
- (xi) Aesthetic and Modern
- (xii) 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 CGI Medan.

- (xiii) Website speed optimization.
- (xiv) Customization of user interface in terms of colour, font size and language ,etc.
- (xv) Social Media Integration.
- (xvi) Any other related feature which may make the website efficient, subject to approval from CGI Medan.
- (xvii) CGI Medan may ask for addition of any new feature as per its requirement due to advancement of technology.

(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 three (3) years after the successful launching of the website extendable for one (1) more year as per CGI Medan'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, info graphics 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 CGI Medan.
- (x) Content upload and website support on 24X7 basis.
- (xi) Keeping activity log for all web updates.
- (xii) Creation and maintenance of archive section on the website.
- (xiii) Trouble shooting.
- (xiv) Regular monitoring of the website with 24 X 7 monitoring tools and intrusion detection system facility.
- (xv) Complete regular repairs as needed to scripting languages, basic HTML, broken images, broken links and all other malfunctioning code or components.
- (xvi) Periodic full backup of website throughout the duration of the contract.
- (xvii) Provide a report on site-traffic statistics and search engine analysis reports on a monthly basis.
- (xviii) Give monthly updated reports to CGI Medan about number of visitors, geographical distribution of visitors, average time spent on the website most visited sections / pages etc. besides other analysis.
- (xix) Show number of visitors to the website.
- (xx) Provide CGI Medan with two off site coordinators for all the tasks related to the website design and maintenance and repairs respectively.
- (xxi) **Compliances.** During the development of the CGI Medan's 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.
- (xv) **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.

4. **Validity & Extension of Contract**

- (a) The contract will be signed initially for a period of three (3) years. This period may be extended for a further period of one(1) year at the sole discretion of the CGI Medan on the existing terms & conditions and with the written consent of the selected agency.

- (b) The agency during the period of contract will carry out changes to the website, without any additional cost to the CGI Medan, as may be necessary viz., technical, content, design, security features or other parameters if and when such changes are mandated by the Ministry of External Affairs, Government of India.

5. **Bids**

- (a) A two-bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on 03 October at 1500 hrs at CGI Medan (Address: Jl. Uskup Agung Sugio Pranoto, No. 19A, Medan - 20152, North Sumatra, Indonesia) in the presence of those bidders who may desire to be present at that time.
- (b) The Technical Bid/presentation will be evaluated by the Technical Evaluation Committee of the CGI Medan.

6. **Minimum Eligibility Criteria.**

- (a) Earnest Money Deposit (EMD) of the amount of INR 40,000/- in the form of Demand Draft/Bank Guarantee in favor of Consulate General of India, Medan, Indonesia as detailed in Annexure I.
- (b) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or with MEA [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)] are exempted from submission of EMD.
- (c) In order to make the bidding process more convenient, the option of submitting Bid Security Declaration (BSD) in lieu of Earnest Money Deposit (EMD) has been introduced.
- (d) The agency must be based in India. A self attested documentary proof will be required from the agency to this effect.
- (e) The agency should hold valid PAN, Sales tax/GST/VAT registrations.
- (f) **Project experience.** A minimum of three years of experience in the relevant area such as working with Indian Government websites, including embassy / consulate 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.

- (g) 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.
- (h) 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.
- (i) Agency must have filed Tax Returns for the last three financial years.
- (j) 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.

7. **Technical Evaluation committee.**

- (a) An evaluation committee comprising of three to four officials of CGI Medan 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.

8. **Pre-Bid Meeting.**

- (a) A prospective bidder, requiring a clarification on the Tender document shall notify CGI Medan via email to hoc.medan@mea.gov.in within the time-frame as indicated in the Data Sheet.
- (b) CGI Medan will conduct the pre-bid Meeting on 24 September 2024 at 1330 hours (Indian Standard Time) virtually to address the submitted queries.

9. **Submission of bids:**

- (a) **Option 1:** Bids can be delivered by post / courier / by hand at the reception of the CGI Medan. It is to be addressed to Consul General, Consulate General of India, Medan, Address: Jl. Uskup Agung Sugio Pranoto, No. 19A, Medan - 20152, North Sumatra, Indonesia. 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), Envelope "B": Financial Bid (as in Annexure II). These two envelopes are to be put in another sealed envelope superscribed with "Bid for hosting, re-design, management and maintenance of website of Consulate General of India, Medan, Indonesia".
- (b) **Option 2:** Bidders can send the Technical and Financial bids, as separate files, via email to official email ID hoc.medan@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. 03.10.2024 at 1500 hours (Indian Standard Time). Date and time for sharing the password for financial bids will be intimated to the technically qualified bidders following the completion of Technical Evaluation.

10. **Technical Evaluation:**

- i. Only the agencies who fulfill the Minimum Eligibility Criteria and submit 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 CGI Medan 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

Number of websites including portal maintenance contracts (duration equal/more than 1 year) in last 3 years	10 marks	
	[<= 20	= 02 marks
	21 <= 30	= 04 marks
	31 <= 40	= 06 marks
	41 <= 50	= 08 marks

	> 51 = 10 marks]
Number of contracts for development of Web Applications for Government of India in last 3 years	10 marks [<= 02 = 02 marks 03 <= 04 = 04 marks 05 <= 06 = 06 marks 07 <= 08 = 08 marks > 09 = 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 : 10Marks
TOTAL	30 marks

Companies must obtain at least 70% (21 marks) from above said criteria to gain Minimum Eligibility Criteria

Technical Presentation: * (described below)	70 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: 30)	Technical specifications (Weightage: 20)	Proposed improvements (Weightage: 10)	Resources (Weightage: 10)
<ul style="list-style-type: none"> - Modern, aesthetically appealing design - Well structured, clutter free - Ease of navigation - Improved GUI 	<ul style="list-style-type: none"> - 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. 	<ul style="list-style-type: none"> - New interactive features - How does the bidder plan to drive more traffic to the site 	<ul style="list-style-type: none"> - How much manpower will the bidder dedicate to this contract (front and backend) - Estimated response time for creating a simple module/web page - Time required to switch to the new upgraded website compatible with GIGW - Responsiveness to CGI Medan's requests for customization

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

11. Financial Evaluation:

- 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. The rates shall be quoted as per Annexure II.
- v. No change in financial bids is allowed after the last date of submission of tender documents.

12. Terms & Conditions:

- i. Tender bids received after the closing date and time will not be entertained.
- ii. The CGI Medan 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 CGI Medan 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 CGI Medan until execution of a contractual agreement.
- iv. The bids shall remain valid for a period of 180 (One hundred & eighty) days.
- 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 CGI Medan. 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/letter and confirmed in writing to the address specified for that purpose in the Contract.
- viii. To assist in Technical evaluation, the CGI Medan 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 after the closing dates.
- 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 CGI Medan 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 CGI Medan will be final and binding upon the agency.
- xii. CGI Medan 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 CGI Medan for rejection of their bid.
- xiii. Agency must procure and provide all the hardware and software required by its project team to enable them to meet the target assignment.
- xiv. CGI Medan 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.
- xv. 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.
- xvi. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc., decision of the CGI Medan will be final and binding on all bidders participating in this bid.
- xvii. The Agency has to provide services on a 24 x 7 basis.
- xviii. Bidders are required to submit documents exactly as described in Annexure I.

13. Payment terms:

- a) The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc. The financial bids shall be quoted in Indian rupees only.
- b) The agency who has been awarded the contract shall submit the bills within a week.
- c) Only applicable taxes shall be applied in addition to quoted rates.

14 Earnest Money Deposit:

(i) Bidders are required to submit an Earnest Money Deposit (EMD) of the amount of INR 40,000/- in the form of Demand Draft/Bank Guarantee in favor of Consulate General of India, Medan, Indonesia as described in Annexure I.

(ii) 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 with MEA [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)] are exempted from submission of EMD.

(iii) In order to make the bidding process more convenient, the option of submitting Bid Security Declaration (BSD) in lieu of Earnest Money Deposit (EMD) has been introduced.

(iv) 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 CGI Medan for the purpose of tender will earn no interest.

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

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

15. 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.

(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.

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

(iv) 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.

16. 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 percent of the contract value.

17. Penalty Clause:

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

18. 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.

- (a) The place of arbitration shall be at New Delhi
- (b) The Language to be used in the arbitral proceedings shall be English.
- (c) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- (d) 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.
- (e) Compliance with applicable local labour and other laws shall be the sole responsibility of the service provider.

19. FORCE MAJEURE:

- (a) CGI Medan 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.
- (b) 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.
- (c) 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.
- (d) 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.

(e) 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 Consulate General of India, Medan shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the CGI Medan 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.

20. Liquidated damages and termination:

- In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.
- In case of a material breach of any of the terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by CGI Medan in that event and the Performance security deposit may also be forfeited.

21. 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 tender document below).


RAVI SHANKER GOEL
CONSUL GENERAL
 Consulate General of India
 Medan - Indonesia
 Consulate General of India,
 Medan, Indonesia

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Annexure I

S. No.	Document	File type
1	<p>Earnest Money Deposit (EMD) of the amount of INR 40,000/- in the form of Demand Draft/Bank Guarantee in favor of Consulate General of India, Medan, Indonesia valid for a period of forty-five days beyond the final bid validity period. (Scanned copy of the Demand Draft / Bank Guarantee to be provided in case bids are sent by email and hard copy to be sent to CGI Medan's postal address.)</p> <p>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 with MEA [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)] are exempted from submission of EMD.</p> <p>OR</p> <p>Bid security Declaration (Annexure IV)</p>	.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 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	.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	Contact details of the agency's representative.	.pdf

Annexure II

Tender Inviting Authority: Consulate General of India, Medan

Name of Work: Hosting, re-design, management and maintenance of website of Consulate General of India, Medan, Indonesia.

Tender no. Med/815/2/2023 dated: 09 September 2024

Name of the bidder/bidding firm/Company			
PRICE SCHEDULE			
Sr. no.	Item Description	Rate (Amount)	Amt in words
First Year			
1	Website design & development		
2	Website Hosting		
3	Maintenance, SSL and Security Audit certificate		
Total for first year			
Applicable tax			
Grand total including taxes for first year			
Subsequent Years			
1	Website Hosting		
2	Maintenance, SSL and Security Audit certificate		
Total for subsequent years			
Applicable tax			
Grand total including taxes for subsequent years			

Note: This Financial Bid template must not be modified/replaced by the bidder and the same should be submitted 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.

Amount to be entered by bidder in Indian Rupees only.

Date :

Signature of Authority

Stamp

ANNEXURE III

Annexure 21: No Claim Certificate
(On company letterhead)

To,
Consul General,
Consulate General of India , Medan, Indonesia

NO CLAIM CERTIFICATE

Sub: Contract Agreement no.....datedfor the Hosting, re-design, management and maintenance of website of Consulate General of India, Medan, Indonesia.

We have received the sum of INR: (INRonly) in full and final settlement of all the payments due to us for the Hosting, re-design, management and maintenance of website of Consulate General of India, Medan, Indonesia under the above mentioned contract agreement, between us and Consulate General of India, Medan, Indonesia. 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 Consulate General of India, Medan against aforesaid 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 from being eligible to submit Bids for contracts with the Consulate General of India, Medan.

Signatures of contractor or
officer authorized to sign the contract
documents on behalf of the contractor
(company stamp)

Date:

Place: