

Consulate General of India  
Bali (Indonesia)  
\*\*\*

**Tender Notice**

No. BAL/PUB/302/01/2023

Dated 15.05.2025

**Subject: Tender for hosting, re-design and management of website of Consulate General of India, Bali, Indonesia.**

The Consulate General of India, Bali (Indonesia) invites bids from reputed agencies, for redesign, hosting and maintenance of the website of the Consulate.

**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 and Maintenance of the Consulate website for a duration of three (3) years.
- (c) Enhance the website, new pages, application forms, full filling and applications related to Consulate for the needs for Consulate and 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 consists 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.
- (f) The agency need to handle contents in English language.
- (g) Designing of webpages/modules on special occasions on a case to case basis as per Ministry's requirements. Eg. On the occasion of International Day of Yoga, Republic day / national day events etc.
- (h) 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](http://www.w3.org/TR/WCAG20-TECHS/PDF7.html)

- (i) 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.
- (j) Designing of a URL shortened for the Consulate.

Appropriate provisions regarding confidentiality and secrecy of materials and documents as deemed necessary must be accorded while hosting the website.

File No. BAL/PUB/302/01/2023  
Consulate General of India  
Bali (Indonesia)

**Notice Inviting Tender**

The Consulate General of India, Bali invites Tender under two bid system from registered and authorized firms/agencies for redesign, hosting and maintenance of the website of the Consulate as per details given in the tender documents.

2. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a separate single envelope superscribed as "Tender No. BAL/PUB/302/01/2023 for redesign, hosting and maintenance of the website of the Consulate General of India, Bali and addressed to "The Head of Chancery (HOC), Consulate General of India, Jl. Raya Puputan No. 163, Renon, Denpasar, Bali". Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose under any circumstances.

3. The Earnest Money Depost (EMD) of the amount of 2% to 5% of the total estimated contract value in the form of Demand Draft/Bank Guarantee in favor of Consulate General of India, Bali / Indonesia, is required to be submitted along with tender bids.

4. The Technical Bids will be opened on 16.05.2025 by a Committee authorized by the Competent Authority of the Consulate. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. For any queries, please write to the Vice Consul (Admn.) at [cul.bali@mea.gov.in](mailto:cul.bali@mea.gov.in).

**5. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.**

6. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Mission/Post shall be final and binding.

**LETTER OF BID**

Dated:

To,  
The HOC  
The Consulate General of India, Bali  
Jl. Raya Puputan No. 163 Renon, Denpasar  
Bali, Indonesia 80235.

Ref: Invitation for Bid No. BAL/PUB/302/01/2023 dated 16.05.20258

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,

2. We offer to execute in conformity with the Bidding Documents for redesign, hosting and maintenance of the website of the Consulate General of India, Bali.

3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,  
Authorized Signature

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)  
Full Name and Designation

(To be printed on Bidder's letterhead)

<b>Important Dates</b>	
Published date	16/05/2025
Bid document download start date	16/05/2025
Bid submission start date	20/05/2025
Clarification start date	19/05/2025
Pre-Bid meeting [if required; virtual format]	22/05/2025
Clarification end date	28/05/2025
Bid submission end date	09/06/2025
Date of Technical Bid opening	10/06/2025
Date of Technical Presentation	10/06/2025

The bids can be submitted through cpp- e publish (<https://eprocure.gov.in>) and to the Post by mail or protected email which will be opened on the given schedule.

(Dr. Shashank Vikram)  
 Consul General  
 Consulate General of India, Bali  
 (Indonesia)  
 e-mail ID: [hoc.bali@mea.gov.in](mailto:hoc.bali@mea.gov.in)

### **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. **Website should be compliant to DBIM(Digital Brand Identity Manual) for having a unified and consistent visual identity with other GoI Digital platforms.**

- (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 Consulate.
- (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. A cyber audit including a VAPT as per OWASP Top 10 vulnerabilities must be carried out by a CERT empaneled auditor before making the site live.
- (vii) Creation of documents including user and technical manuals.
- (viii) Providing training to the users of Consulate.
- (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 Consulate General of India, Bali / Indonesia if any, for website for the Consulate to choose.
- (xiv) Consulate 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 Consulate.
- (xvi) Website speed optimization.
- (xvii) Customization of user interface in terms of color, font size and

- language ,etc.
- (xviii) Social Media Integration.

(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 Consulate'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 Consulate.
- (x) **Issuance of CA Public Keys & Certificates.** Vendors must comply to guidelines issued by controller of Certifying authority, MeiTy, Gol in accordance to Indian IT Act 2000. Reference may be made to

[www.cca.gov.in](http://www.cca.gov.in) for details and updated list of licensed CAs for SSL certificates.

- (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.
- (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 Consulate 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 Consulate, 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 (02/06/2025) at 08.00 hrs at HoC's office (Address: Jalan Raya Puputan No. 163, Renon, Denpasar) 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 Consulate.

#### 6. **Minimum Eligibility Criteria.**

- (a) 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 favor of Consulate General of India, Bali / Indonesia.
- (b) The agency should hold valid PAN, Sales tax/GST/VAT registrations.

- (c) **Project experience.** A minimum of three years of experience in the relevant area such as working with Indian Government websites, including 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.
- (d) 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.
- (e) 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.
- (f) Agency must have filed Tax Returns for the last three years.
- (g) 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 Consulate 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.
- (b) 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 Consulate General of India, Bali / Indonesia via email to (e-mail ID) within the time-frame as indicated in the Data Sheet.

- (b) Consulate General of India, Bali / Indonesia will conduct the Pre-bid Meeting on (Date) at (Time) hours virtually to address the submitted queries.

9. **Uploading Bids.** The bidders shall upload their bids on CPP Portal in separate two parts, viz :-

(a) **Technical Bid.** The bidding agencies are required to submit documents as detailed in Annexure I. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.

(i) **Financial Bid** : to be submitted in the Online BOQ sheet (*a sample format of which may be found at Annexure II*)

**Instructions to the Bidders for Online Bid Submission may be found at Annexure III.**

### **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**

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 50 >= 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 >= 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
<b>TOTAL</b>	<b>30 marks</b>

Companies must obtain at least 70% (24marks) from above said criteria to gain Minimum Eligibility Criteria

Technical Presentation:  * (described below)	70 marks
--	----------

**\*\* 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:**

<b>Proposed web design (Weightage: 30)</b>	<b>Technical specifications (Weightage: 20)</b>	<b>Proposed improvements (Weightage: 10)</b>	<b>Resources (Weightage: 10)</b>
<ul style="list-style-type: none"> <li>- Modern, aesthetically appealing design</li> <li>- Well structured, clutter free</li> <li>-Ease of navigation</li> <li>-Improved GUI</li> </ul>	<ul style="list-style-type: none"> <li>- How does the bidder plan to make the website more secure</li> <li>- Compliance with GIGW norms</li> <li>- Compatibility across devices / operating systems</li> </ul>	<ul style="list-style-type: none"> <li>-New interactive features</li> <li>-How does the bidder plan to drive more traffic to the site</li> </ul>	<ul style="list-style-type: none"> <li>-How much manpower the bidder plans to dedicate to this contract (front and backend)</li> <li>- Estimated response time for creating a simple module/web page</li> </ul>

	- Search ability of content -Systems/ database, record keeping, troubleshooting, bug testing etc. -Other security features.		-Time required to switch to the new design -Responsiveness to Ministry's requests for customization
--	---	--	--

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

**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. 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.

**Terms & Conditions:**

- i. Tender bids received after the closing date and time will not be entertained.
- ii. The Ministry 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 Consulate General of India, Bali / Indonesia will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also

clarified that no binding relationship will exist between any of the bidders and the Ministry until execution of a contractual agreement

- iv. The bids shall remain valid for a period of 180 (One hundred & twenty) 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 Ministry. 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 Consulate 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.
- 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 Consulate 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 Consulate 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.
- 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:**

- The price quoted shall remain fixed and shall not be subject to variations in exchange rates, duties, levies, etc. The calling rates may be done in local currency.
- The agency who has been awarded the contract shall submit the bills within a week of expiry of the billing period.
- 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 Consulate 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 Ministry 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 2% to 5% of the total estimated contract value as described in Annexure I. It must be delivered to the Consulate General of India, Bali / Indonesia the form of Demand Draft/Bank Guarantee in favour of Consulate General of India, Bali / Indonesia.

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 Consulate General of India, Bali / Indonesia for the purpose of tender will earn no interest.

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.
- 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.

### **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.

### **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.

### **Penalty Clause:**

- (i) If the bidder withdraws or alters the bid before the expiry of bid validity period, Consulate may decide to forfeit the EMD and debar the bidder 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 Consulate may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Ministry and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Consulate 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 Consulate 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.

#### **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.

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

**FORCE MAJEURE:**

I. The Ministry may consider relaxing the penalty and delivery requirements as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.

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 Consulate General of India, Bali / Indonesia shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Consulate 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.

### **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 this Ministry in that event and the Performance security deposit may also be forfeited.

### **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 IV** of tender document below).

.....Sd

(Dr. Shashank Vikram)  
 Consul General  
 Consulate General of India, Bali / Indonesia  
 Tel: +62361 259502  
 e-mail : [hoc.bali@mea.gov.in](mailto:hoc.bali@mea.gov.in)

### **Annexure I**

S. No.	Docu ment	File type
1	<b>Earnest Money Deposit (EMD) for the amount as decided by the mission, in the form of Demand Draft/Bank Guarantee in favour of Consulate General of India, Bali / Indonesia</b> 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 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. <b>(turnover figures must be highlighted)</b>	.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

Annexure II

Tender Inviting Authority: Consulate General of India, Bali / Indonesia

Name of Work: Design, Development and maintenance of the website/webpages of Consulate General of India, Bali / Indonesia

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				

Note: 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.

Amount to be entered by bidder in Rupees/USD

Date :

Signature of Authority

Stamp

---

**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrollment process, the bidders will be required to choose a unique username and assigned password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs into the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders

to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location , Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender ,in case they want to obtain any clarification/ help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use " My Space" or " Of her Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **SUBMISSION OF BIDS**

- 1) Bidder should login to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally Sign and upload the required bid documents one by one as indicated in the tender document.
- 3) The bidder has to select the payment option as 'Offline' to pay the tender fee/EMD, as applicable, and enter the details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this

time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking " Freeze Bid Submission" in the portal}, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**ANNEXURE IV**

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 Consulate General of India, Bali / Indonesia

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 Consulate General of India, Bali / Indonesia under the above mentioned contract agreement, between us and Consulate General of India, Bali / Indonesia. 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: .....