

Consulate General of India
Toronto

E-NOTICE INVITING TENDER FOR: Selection of an Agency for redesigning, hosting and maintenance contract for Official website of the Consulate General of India in Toronto

Tender No. TOR/COM/215/01/2024	Dated: 17/05/2024
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<u>Important Dates and time (Toronto Standard Time)</u>	
Published date	17.05.2024; 0900 hrs
Bid document download start date	17.05.2024; 0900 hrs
Clarification start date	17.05.2024; 0900 hrs
Clarification end date	07.06.2024; 1700 hrs
Pre Bid Meeting date	24.05.2024; 1100 hrs
Bid submission start date	17.05.2024; 0900 hrs
Bid submission end date	10.06.2024; 1700 hrs
Date of Technical Bid opening	11.06.2024; 1100 hrs

Date of financial bid opening will be conveyed separately to all the bidders after opening of the technical bid. Only online bids shall be accepted.

(Sanjeev Saklani)
Head of Chancery
Consulate General of India in Toronto
Email Id: admin.toronto@mea.gov.in

TENDER NOTICE

Consulate General of India in Toronto (from hereon referred to as the Consulate) is one of the various Indian Missions and Posts located around the world operating under the Ministry of External Affairs (MEA), Government of India. This is a request for proposal for tender for redesign, hosting and maintenance of the Consulate's website.

A) Scope of work:

The agency will be required to -

1. Redesign/refresh the look and feel of the website. Change the website to a 16:9 format and layout as per decided by the Consulate. An overhaul of the website design to make its layout more attractive, user friendly and practical.
2. Enhance the website and design new web pages, application forms, website modules and applications as per the needs of Consulate and MEA from time to time. For eg. modules for consular service appointment system, International Day of Yoga, national day events, chatbot etc. Agency will be required to update and merge the Sampark portal with the website.
3. Editing & uploading of content including documents, PDFs, Images, videos, web links, etc. Contents should be uploaded and published within 30 minutes to one hour.
4. Update the CMS or creation of a new CMS to include more functionality at user level and enhance the ease of its use. For eg. It should be able to allow for upload of photos and data in various formats (jpeg, png, doc, docx, pdf etc.) CMS should provide for the date of creation and date of updation for any content (any file or photo uploaded or a page updated)
5. Perform Security auditing, procuring SSL certificate, website quality certification and GIGW compliance in coordination with extant agencies and guidelines periodically or as required. The website should have the requisite features ensuring accessibility to physically disabled persons. The website should also observe the W3C guidelines available at www.w3.org/TR/WCAG20-TECHS/PDF7.html
6. Designing of a URL shortener for the Consulate.
7. A dedicated representative(s) of the agency must be available for contact, content updation and support on a 24 x 7 basis.
8. Optimization of the search function of website
9. The website should be hosted on Virtual Private Cloud. The server should meet all the security and functional requirements; both extant and as modified from time to time. The server is mandated to be based in India. In no case the website hosting space is to be shared with other websites of private entities or websites of GOI/agencies.
10. Maintenance of sufficient server space for speedy website response. Whenever required, the agency shall procure additional server space.
11. The agency shall maintain full backup of the code and website data during the contract period. Appropriate provisions regarding confidentiality and secrecy of materials and documents as deemed necessary must be accorded while hosting the website.

For all the items covered in the scope of work, the selected agency shall not charge the Consulate separately and outside the agreed upon AMC fee. Bidders are requested to submit their financial bids keeping in view the cost requirements of the items under the scope of work (eg. redesigning of webpage, SSL certificate etc.).

On termination of the contract, a handover to and handshake with the new contracted vendor after the due bidding process must be done, which includes sharing the source code, access to dashboard etc. The successful bidder will be awarded with one year contract which will be extendable for a period of one year at a time on the existing terms and conditions with mutual consent of both parties, for a maximum of two extensions.

A-1 : Detailed Scope of Work

(i) Website Design

1. Website must be responsive.
2. Website must be designed, developed, deployed and maintained according to W3C Guidelines and the Guidelines for Indian Government Websites (GIGW).
3. 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.
4. Enterprises Database and SSL to be used for the website development and maintenance
5. Hosting will be done on servers located in India 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), Gol 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 the Ministry of Electronics and Information Technology (MEITY)/ CERT empaneled agency.
6. Compliance of web standards and guidelines issued by Government of India time to time and certification by the CERT empaneled agencies, MEITY for GIGW version 3 compliance. 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.
7. Creation of documents including user and technical manuals.
8. Providing training to the users of the Consulate.
9. Transfer of Source code and other credentials of the website.
10. Responsive design compatible with all handheld devices and browsers.
11. Aesthetic and Modern look
12. At least three design options/templates need to be provided with technical presentation for the home page as well as inner pages of the website.
13. Upon selection, selected agency will need to provide FRESH designs incorporating inputs from the Embassy/Consulate of India, City / Country if any, for the Consulate to choose from.
14. 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.
15. 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.
16. Website speed optimization.
17. Customization of user interface in terms of color, font size and language ,etc.
18. Social Media Integration.

(ii) CMS Maintenance

1. 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.
2. CMS must have simple workflow and publishing controls.
3. CMS should have simple and easy administration.
4. CMS must have Search Engine friendly attributes.
5. CMS must have security features.
6. CMS must have robust content templates.
7. CMS must support detailed analytics for each section of the website.
8. 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.
9. Content optimization including images.

10. Role/Level based access to users for content updates.
11. Audit trails of the documents hosted on the website should be maintained and should be accessible to the administrator as and when required.
12. Content of each section should be sharable by the user on multiple platforms such as Facebook, Twitter, WhatsApp, Email, etc.

(iii) Technology & Security

1. The website must be designed with higher and stable versions of PHP / Java /Apache / Tomcat with secured framework like Laravel, Codginetor, Spring etc.
2. (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.
3. (iii) The server should be hardened and secured before hosting the website. Vulnerabilities of the hosted server should be patched on every quarter.
4. 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
5. 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.
6. The security audit of the website must be conducted every year as per the guidelines of GOI/Meity/NIC/CERT-in and the vendor will share the security certificate and audit report with the mission contact point.
7. Website should be capable of handling 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.
8. Sharing of public IP is not allowed to any other domain.
9. The server/website should have the latest cyber security features like WAF, DDOS protection, Data encryption etc.

(iv) Website Maintenance

1. Maintenance of CMS and technical modifications as and when required.
2. Creation of new web pages within existing website as and when required.
3. Website design changes as and when required.
4. Website technical functionality upgrade as and when required.
5. Monitoring and maintaining website speed, sign up process, navigation links etc.
6. To design and upload banners, iQuery, graph artwork, info graphics and audio - video files etc. on the website.
7. Formatting and posting of content updates, images, videos etc. on a regular basis. Conversion of documents to required format such as HTML/HTMLS.
8. Bug fixing and keeping website (s) secured from all possible cyber-attacks and hackers at all times.
9. 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 the additional audit would be borne by the Consulate.
10. Content upload and website support on 24X7 basis.
11. Keeping activity log for all web updates.
12. Creation and maintenance of the archive section on the website.
13. Troubleshooting.

(v) 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.

(B) Minimum Eligibility Criteria

- The agency should be registered with the Registrar of Companies and should hold valid PAN, Sales tax/GST registrations/VAT.
- The agency should have a minimum experience of three years in the field of website designing and maintenance working in conjunction with Central Ministries/ Departments/private organizations of repute. **The experience of the agency in Govt/PSUs and Private organizations will be assessed as per the copies of the work orders along with completion certificates provided by the agency.**
- Certified copies of Income Tax returns for the last three years.
- A minimum average annual turnover of Rs. 25,00,000.
- 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.

(C) Pre-bid Meeting: A prospective bidder, requiring a clarification on the Tender document shall write to the consulate via email to comsec.toronto@mea.gov.in within the time-frame as indicated in the Date Sheet.

The Consulate will conduct the Pre-bid Meeting to address the submitted queries. Responses to the queries will be uploaded on the Consulate website (cgitoronto.gov.in) and any resulting amendments shall also be uploaded on the website.

(D) Submission of bids:

The bidders submit their bids in two separate parts, in password protected pdf files at comsec.toronto@mea.gov.in, viz.:

1. **Technical Bid:** The bidding agencies are required to submit documents detailed in **Annexure I**. The bidders will share the passwords of the bids only on the date of opening of technical bids. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid. The technical bid/presentation will be evaluated by the Technical Evaluation Committee of the Consulate as follows:

Bid evaluation (Total 30 marks):

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
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Technical presentation evaluation (Total 70 marks):

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

*To be eligible for the financial round, the bidders are required to attain a minimum of 70 percent score in the 'technical bid evaluation'.

*The max total of the bid evaluation and technical presentation is 100 marks. The bidders are also required to attain a minimum of 70 marks out of this cumulative score.

2. **Financial Bid:**

a. Only the agencies which qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The date and time for opening of the Financial Bids will be intimated on a later date.

b. The bidder/agency applying will quote their '**per month rates**' (**inclusive of applicable taxes**) in financial bids in a password protected pdf file at comsec.toronto@mea.gov.in. The bidders will share the passwords of the bids only upon such request by the Consulate, on the date detailed at the start of this RFP document.

c. No change in financial bids is allowed after the last date of submission of tender documents.

d. After evaluation of financial bids, the technically qualified lowest bidder will be awarded the contract.

(G) Other Terms & Conditions:

1. Tenders received after the closing date and time will not be entertained.
2. The Consulate reserves the right to extend the deadline for submission of the bids at its own discretion.
3. The bidder/agency shall bear all costs associated with the preparation and submission of its bids and the Consulate 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 respondents and the Consulate until execution of a contractual agreement.
4. The bids shall remain valid for a period of 180 (One hundred eighty) days from the date of opening of bid.
5. Failure to furnish all the required information may result in rejection of the bid.
6. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by the decision of the Consulate. In case the information submitted by the firm is found to be false and/ or incorrect in any manner, the agency shall be blacklisted for future tender participation.
7. Any notice by one party to the other pursuant to the Contract shall only be sent by e-mail.
8. To assist in Technical evaluation, the Consulate reserves the right to call for any clarification from any/all bidder/agency during the evaluation of the bids. Such requests for clarifications will be published on the Consulate website and replies will need to be submitted only through email. No other correspondence on bids will be entertained.
9. 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.
10. 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 and the agency can't use the content for its own benefit and publicity.
11. In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the firm/agency.
12. The Consulate reserves the right to accept or reject any or all proposals without assigning any reasons. No tenders shall have any cause or claim against the Consulate for rejection of his proposal.

13. **Payment terms:**

- While the quotes will have been submitted in "per month rate (inclusive of all taxes)", the payment to the winning contractor shall be made on a quarterly basis.
- The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc. The agency will be paid its quoted monthly price; however, the payment will be made on a quarterly basis.
- The agency awarded with the contract, shall submit the bills within a week of the subsequent month after the expiry of the quarter indicating full description.
- Agencies, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required for the execution and continuous monitoring of the project during the Contract period. No deviation in any of the conditions is allowed during the project period. No increase in prices would be allowed during the contract period.

14. **Equipment & Softwares:** Agency must procure and provide all the hardware and software licenses required to its project team to enable them to meet the target assignment as elaborated in scope of work. Contractor is expected to procure and use any/all software (licensed) required in connection with this contract. This will include equipment & softwares for all the sections of the project team. The Contractor also undertakes the responsibility for maintenance, repair and replacement of the above equipment.

15. The Consulate requires that the company engages professionals in the field of website designing, creation and maintenance to undertake the project and reserves the right to call for the resumes, documents relating to their professional background, expertise and their achievements.

16. **No Subcontracting:** The bidder/agency so selected should have the capability to perform the entire scope of the work without outsourcing the same to any third party in any manner.

17. Quality/promptness of website management and timely uploading of any data provided to the agency within the time schedule are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.

18. The agency selected through this tender must provide the Consulate access to all the source code & material/data utilized for the scope of this tender.

19. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc. the decision of the Consulate will be final and binding on all bidders participating in this bid.

20. **Earnest Money Deposit:** The original hard copy of Earnest Money Deposit (EMD) of C\$ 500 in the form of Bank Draft / Pay Order in favour of "Consulate General of India, Toronto" or, Bid Securing Declaration in lieu of EMD (**ANNEXURE III**) is also required to be submitted in a sealed envelope superscribed "Tender for selection of an Agency for redesigning, hosting and maintenance contract for Official website of the Consulate General of India in Toronto", on or before the closing date and time of submission of bids to Head of Chancery, Consulate General of India, Toronto; Address – Suite 700, 365 Bloor Street East, Toronto, ON M4W3L4.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].

Earnest Money Deposit of unsuccessful bidders at a stage i.e. technical evaluation or financial evaluation stage will be refunded within 30 days of declaration of result of that stage. Earnest Money Deposit with Consulate for the purpose of tender will earn no interest.

(H). Indemnification: The selected Contractor shall indemnify, defend, and hold and save harmless, the Consulate/Government of India, and its officials and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the Consulate/Government of India, including but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

- Allegations or claims that the possession of or use by the Consulate of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the Consulate under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications thereof, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

- Any acts or omissions on the part of the Contractor, or Contractor's Personnel or anyone directly or indirectly employed by the Contractor in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract including, without limitation, claims and liability in the nature of a claim for worker's compensation.

The Consulate shall advise the Contractor about any such suits, proceedings, claims demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in

connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the Consulate/Govt of India or any matter relating thereto, for which only the Consulate itself is authorized to assert and maintain. The Consulate shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

(I). Confidentiality & Secrecy

Secrecy of the matter given should be maintained at all times by the Contractor.

Contractor hereby acknowledges that the copyright of the material rests with the Consulate for any and all content.

Contractor is not authorized to reproduce/reprint/transmit to a third party in any manner including photocopying, photographing, cyclostyling, microfilming, scanning or any electronic means of copying or any other means whatsoever without the written permission of the Consulate.

(J) Performance Guarantee: The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 10 percent of the total contract price before the signing of Agreement in the form of an Account Payee Demand Draft, Fixed Deposit Receipt or bank guarantee from an Indian Commercial bank safeguarding the purchaser's interest in all respects. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations and in favor of the Consulate General of India, Toronto. Earnest Money Deposit of successful bidder will be released/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 Bank Guarantee (PBG) as well as disqualification of the bidder from participating in future tenders.

(K) Agreement deed: The successful bidder shall execute an agreement for the fulfillment of the contract on ₹ 100/- non-judicial stamp paper within 15 days from the date of award of the 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.

(L) PENALTY CLAUSE:

1. If at any future point of time it is found that the Contractor has made a statement which is factually incorrect or if the Contractor does not fulfill any of the contractual obligations or found to be in breach of the terms & conditions of this contract, the Consulate may take a decision to cancel the Agreement with immediate effect, forfeit the Performance Bank Guarantee deposited by the Contractor and / or debar the Contractor from bidding prospectively for a period of three years or take any other action as deemed necessary.

2. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement, the decision of the Competent Authority of the Consulate will be final and binding.

3. A periodic quarterly review shall be made regarding the fulfilling of contractual obligations to the satisfaction of the Consulate.

4. It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and the contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services or negligence in services, this Consulate may recover a sum from the contractor equivalent to a minimum of 0.1% of the annual contract value as penalty, if the services are delayed by 8 hours or more. The repeat of delay in services will attract a minimum penalty of 0.5% of contract value. The maximum amount to be recovered would be 10% of the price for the services delayed/negligence in service.

(M) Governing Laws and Jurisdiction:

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

(N) Settlement of Disputes and Arbitration:

All disputes, differences and questions arising out of or in any way touching or concerning the agreement or subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitrator by way of arbitration under the the Arbitration and Conciliation Act 1996 as amended up to date. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. The venue of such arbitration shall be at New Delhi. The language of arbitration proceedings shall be English.

(O) FORCE MAJEURE:

1. The Consulate 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.
2. 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.
3. 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.
4. The affected Party shall also notify the other party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
5. 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 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.

15. **NON-WAIVER OF RIGHTS:** The failure by Contractor to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purpose to constitute a waiver by the Consulate of any such right or any remedy associated therewith, and shall not relieve the Contractor of any of its obligations under the Agreement.

16. **NON-EXCLUSIVITY:** Unless otherwise specified in the Agreement, the Consulate shall have no obligation to any minimum days of services from the Contractor, and the Consulate shall have no limitation on its right to obtain the services of the same kind, described in the Contract, from any other source at any time.

17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Consulate, including its attached/ subordinate officers under the administrative control of this Consulate.

18. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws (including labour laws), ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement. In addition, the Contractor shall maintain compliance with all obligations & instructions relating to its registration as a qualified vendor to provide services to the Consulate.

(P) Termination:

(1). The Consulate may terminate the Agreement at any time, in which case the mandate of the Consulate applicable to the performance of the Contract or the funding of the Consulate applicable to the Contract is curtailed or terminated, whether in whole or in part.

(2). In the event of any termination of the Contract, upon receipt of order of termination that has been issued by the Consulate, the Contractor shall, except as may be directed by the Consulate in the order of termination or otherwise in writing; take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so reduce expenses to a minimum; refrain from undertaking any further or additional commitment under the Agreement as of and following the date of receipt of such notice; All completed or partially completed plans, information, and other property that, if the Agreement had been completed, would be required to be furnished to the Consulate thereunder;

(3). In the event of any termination of the Agreement, the Consulate shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Agreement. In addition, the Consulate shall not be liable to pay the Contractor except for those services provided to the Consulate in accordance with the requirements of the Agreement, but only if such services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from the Consulate.

(4). If the contract is terminated by the Contractor, then the Contractor would be debarred from undertaking any work of similar nature from GOI/ Consulate for a period of three years and/or blacklisted.

(5). During the tenure of the Contract, the Contractor would be debarred from using the proprietary content of the Consulate for any other agency. If any such case is noticed, the Consulate would be within its rights to forfeit the pending dues besides proceeding with legal action.

(6). In case of quality of service provided by the contractor found wanting / inadequate, the Consulate may terminate the contract agreement after giving 15 days' notice. In that case the Consulate may forfeit the Performance Guarantee deposit.

(7). In case of material breach of any of terms and conditions mentioned in the tender document, the Consulate will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Consulate in that event and the Performance security deposit may also be forfeited.

(Q) Closure of Contract- While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" shall be submitted by the contractor. The contractor will also be required to hand over all the technical data and source code to the agency replacing it, while also ensuring that they train the new agency to take over the AMC.

(Sanjeev Saklani)
Head of Chancery
Consulate General of India in Toronto
Email Id: admin.toronto@mea.gov.in

Annexure I

(all docs to be countersigned by the authorized representative of the bidder)

	Document
1.	Scanned copy of payment of Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees thirty thousand only). Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].
2.	Copy of Registration with Registrar of Companies.
3.	Copy of PAN & GST number as applicable.
4.	Copy of ITR returns for the last three years.
5.	Copy of Latest Sales Tax/VAT/GST Clearance Certificate or copy of latest tax deposit challan.
6.	A list of the owners/partners etc. of the agency.
7.	Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India.
8.	Copies of award of contracts along with Certificate of satisfactory performance from Central Ministries/ Departments/private organizations of repute.
9.	Copy of an audited statement of account of the agency highlighting the annual revenue. Proof of average annual turnover of Rs. 25,00,000 during the last three Financial Years. <i>The turnover figures should be highlighted in the balance sheet.</i>
10.	Copy of ISO certification
11.	Self certification regarding Manpower employed by the Agency for the given project/scope of work.
12.	Self certification to the effect that the information provided by the Agency is correct and they will abide by the decision of the Consulate.
13.	Name and email ID of the authorized representative of the agency
14.	Details of the bank account for release of payment

Annexure II

Financial Bid

Name of the Bidding company/firm	
ITEM	Per month rate (inclusive of all taxes and duties) in Rs.
Website redesign, hosting and maintenance	

ANNEXURE III

Bid Security Declaration

(to be submitted on the letterhead of the company)

With reference to tender notice no. TOR/COM/215/01/2024 dated May 17, 2024 by the Consulate General of India, Toronto for selection of an Agency for redesigning, hosting and maintenance contract for Official website of the Consulate General of India in Toronto; this is to certify that if we withdraw or modify our bid during period of validity or, if we are awarded the contract and we fail to sign the contract or fail to submit a performance security before the deadline defined in this document, we are liable to be suspended for a period considered fit by the Consulate from being eligible to submit bids for future contracts by the Consulate General of India, Toronto.

[Signature(s) of the Tenderer(s) with Name, Designation, Date & Seal]