



सत्यमेव जयते

**Tender for
Maintenance of the Website of
Swami Vivekananda Cultural Centre, Durban (<https://www.svccdurban.gov.in/>)**

**TENDER NO. DUR/EST/885/06/2023-II
Dated: 25.02.2025**

**Last date for submission of bid:
18.03.2025**

408, Innes Road, Morningside,
Durban - 4001,
South Africa.
Phone: 0027-31-335 0300
Email Id: hoc.durban@mea.gov.in

No. DUR/EST/885/06/2023-II
Swami Vivekananda Cultural Centre, Durban

NOTICE INVITING TENDER

Subject: Tender for Maintenance of the Website of Swami Vivekananda Cultural Centre, Durban (<https://www.svccdurban.gov.in/>).

Swami Vivekananda Cultural Centre, Durban invites Tender under two-bid system from registered and authorized firms/ agencies for maintenance of the website of Swami Vivekananda Cultural Centre, Durban, as per details given in the tender documents.

2. The interested firms/ agencies should submit the bids in three separate sealed covers, superscribed as "Technical Bid", "EMD/ BSD" and "Financial Bid". The sealed covers should be put in a separate single envelope superscribed as "Tender No. DUR/EST/885/06/2023-II for Maintenance of the website of SVCC, Durban" and addressed to "1, Kingsmead Boulevard (2nd Floor), Kingsmead Office Park, Durban-4001". Kindly note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (i.e. 18.03.2025) under any circumstances.

3. The Earnest Money Deposit (EMD) of INR 15,000/- in the form of Account Payee Demand Draft/ Pay Order drawn in favour of "Swami Vivekananda Cultural Centre, Durban" is required to be submitted along with tender bids. Alternatively, bidders can provide a Bids Securing Declaration, as per the format mentioned in Annexure-4.

4. The Technical Bids will be opened on 19.03.2025 by a Committee authorized by the Competent Authority in SVCC, Durban. 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 hoc.durban@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 Consulate shall be final and binding.

DATES TO REMEMBER

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	25.02.2025
Starting date of Tender submission	26.02.2025
Last date of Tender Submission	18.03.2025
Opening of Technical Bids	19.03.2025
Opening of Financial Bids	20.03.2025

1. GENERAL INSTRUCTIONS

1.1 For the Bidding/ Tender Document Purposes, the Swami Vivekananda Cultural Centre, Durban shall be referred to as 'Client' and the Bidder/ Successful Bidder shall be referred to 'Contractor' and/ or 'Bidder' or interchangeably.

1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in>, <https://www.svccdurban.gov.in/> from 26.02.2025 onwards. The last date of submission of bids is 18.03.2025.

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 The bidder shall submit the copy of the authorization letter/ Power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by EMD of requisite amount/ format, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.6 The Parties to the Contract/ Agreement shall be the successful bidder (to whom the work has been awarded) and the Client.

1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally or by courier or by email to the Client. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. VALIDITY OF THE CONTRACT

The contract for maintenance of the website of Swami Vivekananda Cultural Centre, Durban (<https://www.svccdurban.gov.in/>) will be signed initially for a period of one (01) year. This period may be extended for a further period of two (02) years, at the same rate and on the same terms and conditions, based on the satisfactory performance of the service provider.

3. SCOPE OF WORK

The Scope of Work, regarding maintenance of the website of Swami Vivekananda Cultural Centre, Durban (<https://www.svccdurban.gov.in/>), includes the following:

3.1 Website design

- i. A one-time overhaul of the website design to make its layout more attractive, user-friendly, patch existing vulnerabilities of the website and compliant with MEA and NIC website guidelines.
- ii. Upon selection, selected agency will need to provide fresh designs/ template for the website, incorporating inputs from Swami Vivekananda Cultural Centre, Durban, for the Client to choose from.
- iii. 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 Client.
- iv. Enterprises Database and SSL to be used for the website development and maintenance

3.2 Website hosting and security management

- i. To ensure that the websites comply with the “Guidelines for Indian Government Websites (GIGW)”, available at <https://guidelines.india.gov.in/>
- ii. 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.
- 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. The website must be designed with higher and stable versions of PHP/ Java/ Apache/ Tomcat with secured framework like Laravel, Codginetor, Spring etc.
- v. 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.
- vi. The vendor will be responsible for provisioning of underlying system software, software licenses, infrastructure, bandwidth and Cloud services for deployment and hosting of applications, which includes hardware requirements (No. of CPU, Cores, No. of machines, RAM per machine and HDD). In no case will Client pay for or procure additional system/ software licenses.
- vii. 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.
- viii. 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.
- ix. The vendor shall make provision for Cloud services which possess Anti-DDoS feature.
- x. Internal security audit by in-house security auditor on quarterly basis.
- xi. Security audit by a GoI/ CERT-IN empanelled security audit service provider on annual basis.

- xii. The vendor would be required to provide Warranty, Maintenance and Technical Support for the period of contract for all matters related to Website Management, Website Security and Website Hosting.
- xiii. Sharing of public IP is not allowed to any other domain.
- xiv. The server/ website should have latest cyber security features like WAF, DDOS protection, Data encryption etc.

3.3 Website Maintenance

- i. Maintenance of the websites as per MEA and NIC website guidelines.
- ii. Providing 24 X 7 unlimited upload of content on the websites. Editing & uploading of content may include documents, PDFs, Images, videos, web links, etc. and contents should be uploaded and published within one hour.
- iii. The agency need to handle contents in English & Hindi languages.
- iv. 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.
- v. Social Media updates such as Facebook/ Twitter and MEA website updates to be automatically updated in the live feed of the websites.
- vi. Providing 24 X 7 website support and troubleshooting.
- vii. Monitoring and maintaining website speed, sign up process, navigation links etc.
- viii. Website technical functionality upgrade, as and when required.
- ix. Keeping activity log for all web updates.

4. MINIMUM ELIGIBILITY CRITERIA: The bidding will be held in two rounds. The first round will be technical bidding round and second round will be financial bidding round. The bidders who qualify the technical bidding round will be allowed to participate in the financial bidding round. The eligibility criteria for technical and financial bidding round is detailed below.

4.1 Technical Eligibility Criteria

The Bidders should mandatorily fulfill all the following technical criteria to become eligible for next stage of financial bidding:

- i. Earnest Money Deposit (EMD) of an amount of INR 15,000/- in the form of Bank Guarantee in favor of 'Swami Vivekananda Cultural Centre, Durban'.
- ii. The agency should hold valid PAN, Sales tax/ GST/ VAT registrations. Agency must have filed Tax Returns for the last three years.
- iii. A minimum of three financial years of experience in the relevant area such as working with Indian Government websites, including Indian Embassy websites, portals etc.
- iv. The bidder must have satisfactorily completed similar works during last years ending last day of the month previous to one in which applications are invited should be either of the following (i) One similar work of value of INR 2,40,000/- or (ii) Two similar works each of value of ZAR 1,80,000/- or (iii) Three similar works each of value of ZAR 1,20,000/-. Similar works means maintenance of Indian Government websites, portals etc.
- v. The average annual turnover of the agency should be at least INR 1,50,000/- 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.

- vi. 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.
- vii. 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.

4.2 Financial Eligibility Criteria

The Bidders who successfully fulfil all the criteria mentioned in the technical bidding round will qualify to bid in the Financial Bidding round. The criteria to successfully bid in financial bidding round are as follows:

- a. Price escalation, in rates due to any reason whatsoever, shall not be applicable. The service provider must submit a declaration regarding acceptance of fixed rate as per **Annexure 2**.
- b. All the final quotes mentioned in the quotation should be excluding taxes. Taxes (if applicable) should be mentioned separately.
- c. The validity period of quotation should be minimum of 180 days.
- d. The financial quotes submitted should be based on the all parameters mentioned in the scope of work of the tender document. **The bidder must submit undertaking that financial quote is covering all the parameters mentioned in the scope of work.**
- e. The successful bidder has to deposit Performance Security which will be a sum equivalent to 5% of the accepted contract value in favour of the Swami Vivekananda Cultural Centre, Durban in form of Bank Guarantee/ Fixed Deposit Receipt (FDR), within two weeks from the date of award of contract.
 - i) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.
 - ii) The Performance Security will be forfeited by order of the Competent Authority in the Consulate in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.
 - iii) On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider without any interest on presentation of an absolute 'No Demand Certificate' from the Service Provider.
- f. All the financial quotations should be submitted in the prescribed format (**Annexure 2**). The bidder will be disqualified if financial quotation is not submitted in the prescribed format.

5. EARNEST MONEY DEPOSIT/ BIDS SECURING DECLARATION:

5.1 The Earnest Money Deposit of INR 15,000/- in the form of account Payee Demand Draft/ Pay Order issued by any reputed Bank drawn in favour of "Swami Vivekananda Cultural Centre, Durban" has to be submitted along with the bid. The validity of the

Demand Draft/ Pay Order must be up to 6 (six) months from the last date for submission of bids.

5.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.

5.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Client or will render the bidder ineligible to submit bids for contracts with the Client.

5.4 No claim shall lie against the Client in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

5.5 The bid security may be forfeited:

i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or

ii) In case of successful bidder, if the bidder:

a) fails to sign the contract in accordance with the terms of the tender document;

b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or

c) fails or refuses to honour his own quoted prices for the services or part thereof.

5.6 Alternatively, the bidder can provide Bids Securing Declaration, as per the format provided in Annexure 4.

6. VALIDITY OF BIDS

6.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

6.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

6.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

7. PREPARATION OF BIDS

7.1 **Language:** Bids and all accompanying documents shall be in English only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.

7.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as “**Envelope A – Technical Bid**”. Documents comprising the Bid:

7.2.1 Technical Bid Submission Form duly signed and printed on Company's letterhead.

7.2.2 Contact Details Form, duly filled and signed & stamped.

7.2.3 All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-4 above.

7.3 **Earnest Money Deposit:** Earnest Money Deposit of INR 15,000/- in the form of account payee Demand Draft or Pay Order to be submitted separately in a sealed envelope. Alternatively, the bidder can provide Bids Securing Declaration, as per the format provided in Annexure 4. The envelope may be superscribed as “**Envelope B – EMD/ BSD**”.

7.4 **Financial Bid:** Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as “**Envelope C- Financial Bid**”.

8. SUBMISSION OF BIDS

8.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to 1, Kingsmead Boulevard (2nd Floor), Kingsmead Office Park, Durban-4001. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents.

8.2 The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A'	Technical bid
ENVELOPE 'B'	EMD/ BSD
ENVELOPE 'C'	Financial Bid

8.3 No Bid shall be accepted after the specified date and time. However, the Competent Authority in SVCC, Durban reserves the right to extend the date/ time for submission of bids, before opening of the Technical Bids.

9. BID OPENING PROCEDURE

9.1 The Technical Bids (Envelope A) shall be opened at 1, Kingsmead Boulevard (2nd Floor), Kingsmead Office Park, Durban-4001 on 1100 hrs, 19.03.2025 in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of SVCC, Durban. Technical bid will be opened of only those bidders who have submitted EMD/ BSD. After evaluation of Technical Bids, a list of qualified bidders will be prepared by SVCC, Durban. The Financial bids (Envelope 'C') will be opened on 1100 hrs, 20.03.2025; shortlisted bidders will be intimated by email.

9.2 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Evaluation Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.

9.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated by email.

9.4 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

9.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

10. TECHNICAL BID EVALUATION

10.1 Only the agencies who fulfill the Minimum Eligibility Criteria and upload the documents as mentioned in Annexure 1 shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation.

10.2 The technical evaluation of the bidders shall be made on the following points:

Minimum Eligibility Criteria

Number of Govt. of India website including Embassy/ High Commission/ Consulate 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 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

10.3 Companies must obtain at least 60% (18 marks) from above said criteria to gain Minimum Eligibility Criteria.

11. FINANCIAL ROUND:

11.1 Only the agencies, who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round.

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

12. TERMS & CONDITIONS:

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

12.2 The Client reserves the right to extend the last date and time for submission of the bids on its own discretion.

12.3 The bidding agency shall bear all costs associated with the preparation and submission of its bids and the Swami Vivekananda Cultural Centre, Durban 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 Client until execution of a contractual agreement.

12.4 The bids shall remain valid for a period of 180 days from the opening of the financial bids.

12.5 Failure to furnish all the required information may result in rejection of the bid.

12.6 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 Client. 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 from future tendering.

12.7 Any notice by one party to the other, pursuant to the Contract shall be sent by e-mail and confirmed in writing to the addressee specified for that purpose in the Contract.

12.8 To assist in Technical evaluation, the Client reserves the right to call for any clarification from any/ all bidding agencies during the evaluation of the bids. Such clarification should be submitted only in writing via email. However no other correspondence on bids will be entertained.

12.9 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.

12.10 The Client shall have the sole proprietary rights over the content created/ edited/ provided by the agency who has been awarded the contract through this tender.

12.11 In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the agency.

12.12 The Client 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 Client for rejection of their bid.

13. PAYMENT TERMS:

13.1 The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.

13.2 Payment will be made on annual basis. The agency who has been awarded the contract shall submit the bills within a week of expiry of the billing period.

13.3 Agency must procure and provide all the hardware and software required by its project team to enable them to meet the target assignment.

13.4 The Client 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.

13.5 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.

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

14. PERFORMANCE BANK GUARANTEE:

14.1 The successful bidder shall provide a Performance Bank Guarantee for the due and faithful performance of contract for a sum of 5% of the total contract price before the signing of Agreement. The Performance Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations.

14.2 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.

15. AGREEMENT DEED:

15.1 The successful bidder shall execute an agreement for the fulfillment of the contract at the time of award of contract. The incidental expenses of execution of agreement/ Contract, if any, shall be borne by the successful bidder. Agreement/ contract will be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 5 percent of the contract value.

16. PENALTY CLAUSE:

16.1 If the bidder withdraws or alters the bid before the expiry of bid validity period, Client may take the decision to forfeit the EMD and debar it from participating in future tenders.

16.2 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 Client 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 Client and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Client at its own discretion/ satisfaction.

16.3 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, the Client may recover a sum from the contractor equivalent to a minimum of 0.5% of the total contract value on each occasion subject to a maximum of 10% of the total contract value in a year.

17. SETTLEMENT OF DISPUTES AND ARBITRATION:

17.1 If any dispute, difference or question at any time arises between the Client and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be settled by arbitration in accordance with the rules of arbitration of Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

18. FORCE MAJEURE:

18.1 The Client 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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 Swami Vivekananda Cultural Centre, Durban shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Client 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.

19. LIQUIDATED DAMAGES AND TERMINATION:

19.1 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 liquidate the Performance Bank Guarantee.

19.2 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 Client in that event and the Performance Bank Guarantee may also be liquidated.

20 CLOSURE OF CONTRACT:

20.1 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 Annexure 3 of tender document below).

[Prem Sagar Kesarapu]
Head of Chancery

Address: Consulate General of India, Durban
1 Kingsmead Boulevard (2nd Floor),
Kingsmead Office Park
Durban-4001, South Africa

Email: hoc.durban@mea.gov.in

Annexure -1

Format for Submitting the Technical Bid

(To be submitted in a separate sealed cover superscribed as “Envelope A – Technical Bid”)

BID No. DUR/EST/885/06/2023-II

Date:.....

To,
The Swami Vivekananda Cultural Centre, Durban
1, Kingsmead Boulevard (2nd Floor),
Kingsmead Office Park, Durban - 4001

TECHNICAL BID

Sl. No.	Document	Remarks
1.	Earnest Money Deposit (EMD) for the amount of INR 15,000/- in favour of Swami Vivekananda Cultural Centre, Durban	
2.	Copies of registration	
3.	Copy of PAN & GST number as applicable.	
4.	Copy of Tax returns for the last three financial years.	
5.	Copy of Latest Tax/VAT/GST Clearance Certificate or copy of latest tax deposit challan.	
6.	A list of their owners/partners etc. of the agency	
7.	Copy of Undertaking 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.	
8.	Copies of award of contracts.	
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)	
10.	Contact details of the agency's representative.	
11.	Number of Govt. of India website (including Embassy/ High Commission/ Consulate portal) maintenance contracts (duration equal/ more than 01 year), in the last 3 years	Bidder to provide supporting documents
12.	Number of contracts for development of Web Applications for Government of India, in the last 3 years	Bidder to provide supporting documents
13.	Company standards	Bidder to mention whether it is ISO 9001:2015, ISO 27001:2013, CMMI Level 3 or CMMI Level 5. Supporting documents must be provided.

Annexure -2

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed as “Envelope C – Financial Bid”)

BID No. DUR/EST/885/06/2023-II

Date:.....

The Swami Vivekananda Cultural Centre, Durban
1, Kingsmead Boulevard (2nd Floor),
Kingsmead Office Park, Durban - 4001

FINANCIAL BID

Proforma to be filled up and submitted by the bidder (in English)

1.	Description of services	Maintenance of the website of Swami Vivekananda Cultural Centre, Durban (https://www.svccdurban.gov.in/)
2.	Name of the Bidding Agency/ Company	
3.	Address of the Bidding Agency/ Company	
4.	Contact details of the Bidding Agency/ Company	

PRICE SCHEDULE				
Sl. No.	Item Description	Rate	Amt in words	Remarks
First Year				
1.	Website Design & Development			
2.	Website Hosting			
3.	Maintenance ,SSL and Security audit certificate			
4.	Any other charges (kindly mention)			
Subsequent Years				
1.	Website Hosting			
2.	Maintenance ,SSL and Security audit certificate			
3.	Any other charges (kindly mention)			
Total				
Applicable tax				
Grand Total				

I, hereby, undertake the contract of Maintenance of the website of Swami Vivekananda Cultural Centre, Durban (<https://www.svccdurban.gov.in/>), as per the scope of work incorporated in the tender document and as per the terms and conditions, for the total amount of _____ (incl. Taxes). Amounts to be entered by bidder, in INR/ USD.

Yours sincerely,

(Authorised Signatory)
(Company Seal)

Annexure 3

No Claim Certificate (On Company's letterhead)

To,

(Contract Executing Officer)

Procuring Entity

NO CLAIM CERTIFICATE

Subject: Contract Agreement No. dated for maintenance of the website of Swami Vivekananda Cultural Centre, Durban (<https://www.svccdurban.gov.in/>).

We have received the sum of Rs. (Rs..... only) in full and final settlement of all the payments due to us for the redesigning and maintenance of website of Swami Vivekananda Cultural Centre, Durban under the above mentioned contract agreement, between us and Swami Vivekananda Cultural Centre, Durban. 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 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)
(company stamp)

Date:

Place:

Annexure 4

Bids Securing Declaration

To,
The Head of Chancery
1, Kingsmead Boulevard (2nd Floor),
Kingsmead Office Park,
Durban-4001

Ref: Invitation for Bid No. DUR/EST/885/06/2023-II dated 25.02.2025.

I/ we accept that if I/ we withdraw or modify Bids during the period of validity or if I/ we are awarded the contract and I/ we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/ we will be suspended for the period of one (01) year from being eligible to submit Bids for contracts with the Government of India.

Date:
Name:

Place:
Signature: