DUS/301/01/10
EMBASSY OF INDIA
(DUSHANBE, TAJIKISTAN)

TENDER DOCUMENT
FOR

Annual Maintenance of Mission's website
www.eoidushanbe.gov.in
I) QUOTATION INVITING NOTICE

DUS/301/1/10                                                                 11th May, 2020
2020

Embassy of India, Dushanbe invites quotation from interested India based firms/companies for annual maintenance of Embassy of India, Dushanbe's website www.eoidushanbe.gov.in.


Quotations shall be sent via e-mail to hoc.dushanbe@mea.gov.in and copied to pol.dushanbe@mea.gov.in. The quotations would be accepted till 1700 hrs on 29th May, 2020.

Embassy of India, Dushanbe reserves the right to reject one or all of the quotations without assigning any reason.

Sd/
Head of Chancery
Embassy of India,
Dushanbe,
Tajikistan
II) TERMS AND CONDITIONS

Embassy of India in Dushanbe invites India based firms/companies to provide quotation for annual maintenance, updation and security services of the Embassy of India, Dushanbe's official website www.eoidushanbe.gov.in for the period 01 July 2020 to 30 June 2021 latest by 29th May, 2020 by 1700 hrs IST.

2. The quotation shall include charges for all services for one year period including the following services:
   (i) Hosting the website on VPC with data center in India
   (ii) Maintenance of domain services for one year
   (iii) Website maintenance and data updating services with 24/7 support
   (iv) SSL certification of the website

3. There shall be provision for unlimited updates/modifications on a daily basis.

4. Update/modifications request shall be entertained through email within a specified time period. A dedicated contact person shall be made available through WhatsApp.

5. All guidelines regarding website hosting, data management and storage, user interface and security of the website as issued by Ministry of External Affairs of India from time to time are to be followed.

6. Along with quotation, the following documents are to be submitted:
   (i) Certificate of Registration of the firm/company in India
   (ii) Documents verifying the credentials of the physical person representing the firm/company
   (iii) List of existing Indian Mission clients shall be shared (The bidder shall submit the engagement/completion certificate issued by the employer).

7. Quotation must be emailed to hoc.dushanbe@mea.gov.in and copied to pol.dushanbe@mea.gov.in.
III) FORM OF AGREEMENT

THIS AGREEMENT has been made ON Day, Date

BETWEEN

1. Embassy of India, Dushanbe, Tajikistan hereinafter referred to as the “First Party”

   And

2. M/S……………………………………… duly registered as an Indian company/firm under the laws of India to provide all services related to Website, including hosting, domain maintenance, security certification, data maintenance and updates having its office at: ………………………., represented by its ........ Mr./Ms……………… hereinafter referred to as the “Second Party”

Collectively referred to as the "Parties".

WHEREAS the First Party is desirous of awarding ANNUAL MAINTENANCE CONTRACT of Embassy of India, Dushanbe's website www.eoidushanbe.gov.in as per specifications mentioned in TERMS AND CONDITIONS of the tender document No DUS/301/1/10 dated ...../05/2020 issued by Embassy of India, Dushanbe.

AND WHEREAS the Second Party has submitted a tender no...... dated ....... and the First Party has accepted the tender submitted by the Second Party for the total amount of ________towards services for the Embassy of India, Dushanbe's website www.eoidushanbe.gov.in as per the tender document no. No DUS/301/1/10 dated ...../05/2020.

The service comprised in this Agreement shall come into effect from 01 July 2020 till 30 June 2021.
Now this agreement witnessed and is hereby agreed by between the parties hereto as follows:

1) **Engagements:**

   (i) The First Party engages the Second Party for services mentioned in tender document No DUS/301/1/10 dated ...../05/2020 issued by the First Party.

   (ii) Second Party shall provide the said services as per the technical specifications mentioned in the tender document and must adhere to all guidelines of Ministry of External Affairs of India issued from time to time.

   (iii) Second Party shall provide the service related to domain maintenance, website hosting and maintenance and updating of website data with immediate effect.

   (iv) Second Party shall complete the SSL certification of the website within 30 days of signing of this agreement.

2) **Compensation / Financial Involvement**

   (i) Second Party shall receive from Embassy of India, Dushanbe, Tajikistan a fee for above said services, a **Total Fees:................................. for 1 Year** for the said services for the period of 01.07.2020 to 30.06.2021.

   (ii) 50% of the annual payment to be paid in advance at the time of signing of this agreement.

   (iii) 50% of the annual payment is to be made once Second Party has provided the said services including SSL Certification to the satisfaction of the First Party.
3). **Terms & Conditions:**

(i) Second Party shall insure to the fullest extent possible, that Embassy of India, Dushanbe, Tajikistan shall own the domain rights, data rights, titles & interest, including copyrights, trademarks, trade secrets, patent over works created by the Second Party including the source code of the website.

(ii) The source code of the website/application will be shared for by the Second Party for security audit purpose or any other requirement as and when required by the First Party to whomsoever the First arty desires to.

(iii) Upon termination of agreement, the Second Party agrees that any Web Development or idea prepared by it & submitted to the First Party (whether submitted separately or in confirmation with or as a part of other material) shall remain as the property of Embassy of India, Dushanbe, Tajikistan. **Before the termination of the agreement or expiry of the agreement, the Second Party shall hand over all the data, credentials and source code of the website to whomsoever the First Party directs it to hand over to within 7 days from the date of such direction.**

(iv) The term of this agreement shall commence on **01 JULY 2020** & shall continue in full force & effect for a period of one year till **30 June 2021** unless terminated by either party through a 30 days advance written notice prior to termination.

(v) The SECOND party will not pass on any information regarding the First Party to any agency/client or any other entity whatsoever, without the explicit permission in writing of the First party.
(vi) In case such an eventuality happens, the tangible and intangible losses that shall occur to the First Party therefore shall be compensated by the Second Party to the First Party.

(vii) The Second Party shall not act as an agent for the First Party or represent the latter in any manner and shall maintain its status as an independent contractor as provided for in this Agreement.

(viii) The Second Party shall update the Website as and when required and provide Content Management System (Open Source Development with CMS) and keep the maintenance of the platform and give the training regarding updated CMS/Back-end.

(ix) The Second Party shall allot the default capacity/space of 10 Gigabytes[GB]; Hosting Environment - Linux; Cloud Type - Block Level Dynamic; on Virtual Private Cloud Server which can be further up-scaled or customized as per First Party’s website’s data requirement.

(x) As the VPC Server will be provided by the third party cloud service provider (Microsoft Azure), the third party will be responsible for any VPC service related issue(s). The Second Party shall do the best possible efforts to make sure the services are uninterrupted including liaising with third party cloud service provider.

(xi) This agreement is mainly for the First Party’s website maintenance with 24/7 support, domain services, hosting of website on VPC with data centre in India and SSL certification of the website.
(xii) The Second Party must accept all data update requests through email. All such update requests must be entertained by the Second Party within a reasonable time frame.

(xiii) A dedicated contact person shall be made available by the Second Party to the First Party, who could be reached through whatsapp.

(xiv) The amount of ...............includes charges of all the above mentioned services for a period of one year.

(xv) This agreement may be extended with mutual consent of both parties for a period of one year at a time with the same terms and conditions or with modifications as mutually agreed upon. This agreement cannot be extended more than twice.

4) Termination:
   i.) Subject to the other terms and conditions of this agreement, the agreement shall remain in full force and effect for a term of 12 months for above mentioned services from 01.07.2020 to 30.06.2021.

   ii.) In the event of parties committing an act of default in respect of any of the obligations or committing breach of the terms and conditions of the agreement and being non-cooperative or working or acting in a manner prejudicial to the interest of business or the interest of other party etc. then either party shall terminate the agreement by giving 30 days prior notice to the other party.

   iii.) In case of non-satisfactory service by the Second Party, the First Party reserves all rights to cancel this agreement and the Second Party shall return the advance annual payment made to it by the First Party on pro-rata basis for the remaining period of the agreement.
5) **Force majeure:**

The parties shall not be responsible or liable for any kind of loss whatsoever sustained by any of the parties by the extraordinary event beyond the control of the parties, such as flood, war, riots, act of God and other natural calamities, which prevents one of the parties for fulfilling obligations arising out of the instant agreement.

6) **Dispute Resolution:**

In case of any dispute relating to the implementation of the provisions of the present Agreement, the same shall be resolved through Arbitration, applying UNCITRAL Arbitration rules.

**IN WITNESS WHEREOF** the parties hereto have caused their respective common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day month and year first above written.

**For Embassy of India,**

Dushanbe, Tajikistan

By:

Name:

Title:

Date:

**For M/S…….**

……..

By:

Name:

Title:

Date:

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