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## CONSULATE GENERAL OF INDIA, VLADIVOSTOK

Date: 31.01.2018

### Invitation for Bids

The Consulate General of India, Vladivostok intends to invite bids for contract for hosting and maintenance of Consulate General of India, Vladivostok website (<https://www.cgvladivostok.ru>) for a period of 02 (two) years. The details are available in the Request for Proposal.

2. The agencies are required to submit technical and financial bids in two separate envelopes. In the first stage, only the technical bids will be opened and examined and only the bidders fulfilling the technical requirements will be selected for opening the financial bids. Any remaining bids will not be processed further. Financial bids of companies qualifying on technical evaluation will be opened in the next stage and the Contract Price shall be the criterion for selecting the successful Service Provider. If the Contract Price is same for more than one company, the company graded higher will become eligible.

3. The offers/bids may be sent in sealed covers (super scribed,, Consulate General of India, Vladivostok website" and containing two separate sealed covers super scribed "Technical Bid" and "Financial Bid") addressed to Consul General, Consulate General of India, Vladivostok, 46 Verkhneportovaya (4<sup>th</sup> floor), Vladivostok (Russian Federation) (Ph: +7 (423) 241 3920, Fax: +7 (423) 241 3933, e-mail : hoc.vladi@mea.gov.in) so as to reach the Consulate latest by **February 15, 2018**. All the bids shall be opened simultaneously at 16:30 hrs on the day after the final date of submission of bid. Interested bidders may participate in the opening of the bid.

Shubham Kumar  
Consul General

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REQUEST FOR PROPOSAL (RFP)  
CONSULATE GENERAL OF INDIA, VLADIVOSTOK (RUSSIA)

Invitation of Bids for Hosting of Consulate General of India, Vladivostok  
Website for a period of 02 years

No.Vlad/303/1/2011 Dated 30.01.2018

1. Bids in sealed (Technical and Commercial separately) cover are invited for items listed in Part II of this RFP. Please superscribe the above-mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -

a) Bids/queries to be addressed to:  
Consul General

b) Postal address for sending the Bids:

Consulate General of India, Vladivostok, 46 Verkhneportovaya (4<sup>th</sup> floor), Vladivostok (Russian Federation) (Ph: +7 (423) 241 3920, Fax: +7 (423) 241 3933, e-mail : [cg.vladi@mea.gov.in](mailto:cg.vladi@mea.gov.in))

c) Name/designation of the contact personnel:  
Mr. Shubham Kumar, Consul General

d) Telephone numbers of the contact personnel:  
Ph: +7 (423) 241 3920, Fax: +7 (423) 241 3933

e) E-mail ids of contact personnel:  
[cg.vladi@mea.gov.in](mailto:cg.vladi@mea.gov.in)  
[hoc.vladi@mea.gov.in](mailto:hoc.vladi@mea.gov.in)

3. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

**Part I – General Information**

**1. Last date and time for depositing the Bid.** Last date and time for receipt of Tender is 15.02.2018 (dd/mm/yy) at 1100 Hrs. Bids in sealed covers superscribing the Tender Enquiry reference and Tender Opening Date are to be deposited in the Tender Box / reach by the due date and time. In case of two-bid enquiry, the sealed Bids (**both technical and commercial**) *should be sealed separately with clear indication and then both are to be put in one sealed envelope superscribing the Tender No and Due Date of opening and deposited / reach by the due date and time.* The responsibility to ensure this lies with the Bidder.

**2. Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX** kept near Reception, Consulate General of India,

Vladivostok or sent by registered post at the address given below so as to reach by the due date and time. Late tenders will not be considered. This Consulate will have no responsibility for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

**Address for sending Bid documents:**

Mr. Shubham Kumar  
Consul General  
Consulate General of India, Vladivostok  
46 Verkhneportovaya (4<sup>th</sup> floor)  
Vladivostok (Russian Federation) – 690003  
Tele: +7 (423) 241 3920

**Tender Opening Officer:**

(1) Mr. Shubham Kumar, Consul General  
Tele- +7 (423) 241 3920

(2) Mr. Ramesh Chand, Vice Consul  
Tele- +7 (423) 241 3920

3. **Time and date for opening of Bids.** Bids shall be opened at 1630 Hrs on 15/02.2018 (dd/mm/yy) (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Buyer).

4. **Location of the Tender Box.** Tender box is located near Reception, Consulate General of India, Vladivostok. Only those Bids that are found in the tender box will be opened.

5. **Place of opening of the Bids.** Bids shall be opened in the office of Consul General. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative. Security clearance has to be obtained for firms representatives to visit Consulate General of India, Vladivostok for official purposes. Following points may be borne in mind while seeking security clearance for attending Tender Opening:

**(a) For Indian Nationals.** In case of Indian nationals, at least one working day's notice is required for arranging security clearance. FAX indicating name and designation of personnel attending the Tender Opening has to be made one working day before the Tender Opening. In case of extreme exigency, if FAX communiqué is not possible the following officers may be contacted telephonically for assistance:

I. Tender Opening Officer +7 (423) 241 3920

**(b) For Foreign Nationals.** In case of foreign nationals at least three clear working day's notice is required for arranging security clearance. The request for security clearance by foreign nationals must be accompanied with personal details as per the following proforma:

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Name and Surname  
Fathers Name  
Date / Place of birth  
Nationality  
Passport No / Place / Date of Issue  
Date of Expiry  
Occupation  
Permanent Address  
Visa Number  
Date of Issue  
Type of Visa  
Date of Expiry

6. **Two-Bid system.** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad with complete postal & e-mail address of their office.

8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than *14 (fourteen) days prior to the date of opening of the Bids*. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Withdrawal of Bids.** A bidder may withdraw his bid after submission if the Buyer receives the written notice of withdrawal prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but a signed confirmation copy to be sent by post should follow it and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary / rejection. Conditional tenders will be rejected.

**Validity of Bids.** The Bids should remain valid till **180 Days** from the last date of submission of the Bids.

## **Part II - Essential Details of Items/Services required**

1. **Scope of Work.** Scope of work is as follows:

a. Hosting of Consulate General of India, Vladivostok website on a dedicated secured server with Certified SSL, SFTP security features with existing domain (cgvladivostok.ru) for a period of two years.

b. Administrative rights to Consulate for updating and maintenance.

c. Search Engine Optimization

2. **Minimum System Requirement/Specification (Dedicated Server Hosting).**

OS - Linux 64-Bit latest version

CPU - Intel® Xeon - 8 cores or latest

RAM - 16 GB or better

HDD - 500 GB with RAID 1 or better

DB - MySQL 5.5.x or above

Webserver - Apache 2.4.3 or latest

3. In addition to the System Specification following is needed:

(a) State of Art External Firewall with intrusion prevention system.

(b) Network Connection-Single 100Mbps Fast Ethernet Port

(c) Bandwidth – Unlimited ( must support streaming videos)

(d) Backup-Once a week and Backup to be stored on an external server by supplier

(e) Protection against malicious programs such as malware, worms, and Trojan horses through installation of Antivirus on the hosted server. License fee for the Anti-virus will be borne by the supplier.

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(f) Forwarding of Backup copy of Database and files to client once in a month through digital media.

(g) SFTP access to the client with Full Administrative Rights

(h) Site monitoring service (24 X 7 X 365)

(i) The Web Hosting Service Provider must provide a redundant server infrastructure to ensure fastest restoration of the website in the event of any unforeseen hardware/software failure.

(j) No down time and Quick Disaster Recovery.

(k) Provision should be given to the Consulate to remotely update the website in a secured manner.

(l) Monthly scanning of the Consulate website for Cross site scripting (XSS). Beside cross-site scripting vulnerabilities, the web application scanner should also check for SQL injection and other web vulnerabilities.

(m) The Web Hosting Service Provider should provide web server statistics required for performance evaluation on a regular basis. If possible, online access to the traffic analysis should be provided so that the Consulate can access the traffic analysis at any point of time for the purpose of evaluation.

(n) The HSP (Hosting Service Provider) must possess state-of-art multitier security infrastructure both at physical and network level as well as security policies to ensure the best possible security to Consulate website.

**4. Email Support.** Domain (cgvladivostok.ru) based Secure email service support ( Minimum 50 email id) in the SSL environment with following features:

(a) Creation and maintenance rights with the Consulate.

(b) Web statistics

(c) Email Virus Scanning

(d) PHP Script Support

(e) Spam Filter

(f) Webmail Service with user friendly interface

(g) 24-hrs System Monitoring

(h) Server side should be compatible with the client side.

- (i) SFTP account
- (j) Unlimited email forwarding/aliases
- (k) CGI script support via local directory
- (l) Unlimited email auto responders
- (m) Web-based control panel
- (n) Backup - Once a week

### **Part III - Standard Conditions of RFP**

The Bidder is required to give confirmation of his acceptance to the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the

Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

**5. Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

**6. Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

**7. Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.



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8. **Liquidated Damages.** In the event of the Seller's failure to submit the documents, supply of services, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of service.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full, by a written notice sent to the Seller, in any of the following cases:

(a) The delivery of the required services is delayed for causes not attributable to Force Majeure for more than 01 month by the buyer after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of service is delayed due to causes of Force Majeure by not more than 01 month provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal. The notice of termination shall specify the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of

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manufacture or use. The Seller shall be responsible for the completion of the supplies including technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

**Amendments.** *No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.*

#### **Part IV - Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Payment Terms.** Payment will be made by Bank transfer through Consulate General of India on quarterly basis at the end of each quarter after satisfactory completion of work. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant details.

2. **Advance Payments.** No advance payment(s) will be made.

#### **3. Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective

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country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than **1 (one) month**, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

4. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of the RFP. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design and specifications.

5. **Inspection Authority.** The Inspection of HSP site may be carried out by the Indian Consulate.

6. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder.

(d) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(e) Any other criteria as applicable to suit a particular case.  
1. **Price Bid Format.** Bidders are required to fill up the Price Bid as per the below given format (or as applicable giving complete bifurcation of the component cost(s)).

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(a) Cost of the item/items: Item	Unit price	Qty	Total
(a)	A		
(ii)	B		
(iii)	C		
(iv)	Total of basic price		

(b) Any applicable Taxes / Duties / Overheads / Other costs (details as applicable).