

**Embassy of India
Manila**

E-NOTICE: Tender for hosting, management and redesign of website of Embassy of India, Manila /Philippines

Tender No: Mani/Admn/885/02/2013

Dated: 16/08/2021

Important Dates	
Published date	16/08/2021
Bid submission start date	16/08/2021
Clarification start date	23/08/2021
Pre-Bid meeting [if required; virtual format]	13/09/2021
Clarification end date	15/09/2021
Bid submission end date	27/09/2021 (1700 hours Manila Time)
Date of Technical Bid opening	01/10/2021 (1500 hours Manila Time)
Date of Technical Presentation (Virtual)	08/10/2021

This is an open tender and bids are to be submitted through physical copies only to

**(Vishwanjali Gaikwad)
SS (PIC)
Embassy of India
Manila
2190 Paraiso St.,
Dasmariñas Village,
Makati, Metro Manila, 1221
Philippines**

TENDER NOTICE

The Embassy of India, Manila invites bids from reputed agencies, for hosting, management and redesign of the website of the Embassy.

I. Broad Scope of work:

The work would broadly include:

- i. An overhaul of the website design to make its layout more attractive, user friendly, practical and mobile phone friendly.
- ii. Maintenance of the Embassy website for a duration of three (3) years.
- iii. 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.
- iv. Editing & uploading of content may include documents, PDFs, Images, videos, web links, etc and contents should be uploaded and published within 30 minutes to one hour.
- v. The agency needs to handle content in English language.
- vi. Designing of webpages/modules on special occasions on a case to case basis as per Embassy's and Ministry's requirements. Eg. On the occasion of International Day of Yoga, National Day / national day events etc.
- vii. Designing portals for Economic & Commerce Wing of the Embassy related to commercial queries.

<Scope can be extended based on specific requirements>

II. Detailed Scope of Work

A. Website Design

- i. Website must be Responsive.
- ii. Website must be designed, developed, deployed and maintained according to W3C Guidelines and the Guidelines for Indian Government Websites (GIGW).
- iii. The website must be developed using well established technologies preferably Open Source environment without using any third party tool or framework, which may incur any financial implication to the Embassy.
- iv. Enterprises Database and SSL to be used for the website development and maintenance.
- v. Hosting will be done on Virtual Private Cloud (VPC). The agency has to provide VPC services from among the empaneled vendors of Cloud Service providers approved by Ministry of Electronics and Information Technology, Government of India.
- vi. Compliance of web standards and guidelines issued by Government of India time to time and certification by the CERT empanelled agencies, Ministry of Electronics and Information Technology, Government of India for GIGW compliance. A cyber audit including a VAPT as per OWASP Top 10 vulnerabilities must be carried out by a CERT impaneled auditor before making the site live.
- vii. Creation of documents including user and technical manuals.
- viii. Providing training to the users of Embassy.
- ix. Transfer of Source code and other credentials for the website.
- x. Responsive design compatible with all handheld devices and browsers.
- xi. Aesthetic and Modern
- xii. At least three design options/templates need to be provided with technical presentation for home page as well as inner pages of the website.

- xiii. Upon selection, selected agency will need to provide FRESH design incorporating inputs from Embassy of India, Manila if any, for website for the Embassy to choose.
- xiv. Embassy will reserve the right to choose and finalize the new design for the website. Redevelopment of the website will start only after the design of the website gets finalized.
- xv. Website speed optimization.
- xvi. 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 Embassy.
- xvii. Customization of user interface in terms of color, font size and language, etc.
- xviii. Social Media Integration.

B. CMS Maintenance:

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. CMS must have simple workflow and publishing controls.

- i. CMS should have simple and easy administration.
- ii. CMS must have Search Engine friendly attributes.
- iii. CMS must have security features.
- iv. CMS must have robust content templates.
- v. CMS must support detailed analytics for each section of the website.
- vi. 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.
- vii. Content optimization including images.
- viii. Role/Level based access to users for content updates.
- ix. Audit trails of the documents hosted on the website should be maintained and should be accessible to the administrator as and when required.
- x. Content of each section should be sharable by the user on multiple platforms such as Facebook, Twitter, WhatsApp, Email, etc.

C. Website Maintenance:

- i. The agency has to provide the maintenance support for **three [3] years**.
- ii. The contract may be further extendable for a period of two **[2] years at a time (with maximum of two (2) successive extensions)** at the discretion of Embassy.
- iii. The maintenance work would include the following:
 - Maintenance of CMS and technical modifications as and when required.
 - Creation of new web pages within existing site as and when required
 - Website design changes as and when required.
 - Website technical functionality upgrade as and when required.
 - Monitoring and maintaining website speed, sign up process, navigation links etc.
 - To design and upload banners, iQuery, graph artwork, info graphics and audio - video files etc. on the website.
 - Formatting and posting of content updates, images, videos etc. on regular basis. Conversion of documents to required format such as HTML/HTMLS.
 - Bug fixing and keeping website (s) secured from all possible cyber-attacks and hackers at all time.

- Security audit as and when required.
- Execution of SEO inputs provided by the Department of Commerce.
- Content upload and website support on 24X7 basis.
- Keeping activity log for all web updates.
- Creation and maintenance of archive section on the website.
- Trouble shooting.

D. Website Hosting:

Hosting will be done on Virtual Private Cloud (VPC). The agency has to provide VPC services from among the empaneled vendors of Cloud Service providers approved by Ministry of Electronics and Information Technology, Government of India.

III. Validity & Extension of Contract

The contract will be signed initially for a period of **three (3) years**. This period may be extended for a further period of **two [2] years at a time (with a maximum of two [2] successive extensions)** at the sole discretion of the Embassy on the existing terms and with the written consent of the selected agency. The agency during the period of contract will carry out changes to the website, without any additional cost to the Embassy, as may be necessary [viz., technical, content, design, security features or other parameters] if and when such changes are mandated by the Ministry of External Affairs, Government of India.

IV. Bids

A two-bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on **1st October 2021, 1500 hours** at HOC's office (Address: 2190 Paraiso St., Dasmariñas Village, Makati, Metro Manila, 1221 - Embassy of India, Manila , Philippines) in the presence of those bidders who may desire to be present at that time. The Technical Bid/presentation will be evaluated by the Technical Evaluation Committee of the Embassy.

V. Minimum Eligibility Criteria:

- i. Earnest Money Deposit (EMD) of the amount **or** Bid Securing Declaration (refer to paragraph XI)
- ii. The agency should hold valid PAN, Sales tax/GST/VAT registrations.
- iii. A minimum of three [3] years of experience in the relevant area such as working with Indian Government websites, including embassy websites, portals applications and execution of a work of similar nature of projects value worth at least INR 1 Cr - per year, in the last three years.
- iv. The average annual turnover of the agency should be at least INR 3 Cr for the last three financial years. The agency is required to submit a certificate from its auditor to this effect. The turnover figures for the preceding three financial years should also be marked clearly on the balance sheet. Turnover figures only for complete (not partial) financial years shall be accepted. In case the agency has multiple business wings, turnover figures of only the software development /related branch shall be considered and the agency will have to submit the said figure.
- v. 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.
- vi. Agency must have filed Tax Returns for the last three years.

- 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.

VI. Pre-bid Meeting

- i. A prospective bidder, requiring a clarification on the Tender document shall notify Embassy of India, Manila via email to (pic.manila@mea.gov.in) within the time-frame as indicated on page 1.
- ii. Embassy of India, Manila shall answer the queries in writing with reply emails or conduct a Pre-bid Meeting on (13September 2021) virtually to address the submitted queries if deemed necessary.

VII. Submission of Bids

Prospective bidders are requested to submit their bids in two parts i.e. (i) Technical Bid and (ii) Financial Bid. Both the bids should be sent by physical copies only to Embassy of India, Manila.

In the first stage, only technical bids will be opened and examined and only the bidder fulfilling the technical requirements will be selected for opening of 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 the same for more than one company, the company graded higher by Technical Evaluation will become eligible. Period of bid validity should be at least 180 days from the date of opening of technical bids.

- i. Technical Bid: The bidding agencies are required to submit documents as detailed in Annexure I. Only bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical presentation.
- ii. Financial Bid: To be submitted in the sample format of which may be found at Annexure II.

VIII. Uploading Bids

Physical Bids: the bidders are required to submit technical and financial bids in two separate sealed envelopes superscribed "Technical Bid" and "Financial Bid", which in turn is to be placed in an envelope thereafter sealed and superscribed "Embassy of India – Website Management". Physical bids are to be sent to the following address:

Vishwanjali Gaikwad
Second Secretary (PIC)
Embassy of India, Manila
2190 Paraiso St., Dasmariñas Village,
Makati, Metro Manila, 1221

IX. Technical Evaluation:

Only the agencies who fulfil the Minimum Eligibility Criteria and submit physical bids with all of the documents as mentioned in the Annexure-I as per the procedure laid out in Para (VIII) above shall be eligible for technical evaluation. Such agencies will further undergo a technical evaluation.

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 >= 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

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

Technical Presentation: * (described below)	70 marks
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**** In addition to the criteria of Scope of Work, the Technical Presentation will be evaluated on the following criteria covering but not limited to the below mentioned areas:**

Proposed web design (Weightege: 30)	Technical specifications (Weightege: 20)	Proposed improvements (Weightege: 10)	Resources (Weightege: 10)
- Modern, aesthetically	- Bidder plan to make the website	- New interactive features	- How much manpower the

<p>appealing design</p> <ul style="list-style-type: none"> - Well structured, clutter free - Ease of navigation Improved GUI 	<p>more secure</p> <ul style="list-style-type: none"> - Compliance with GIGW norms - Compatibility across devices / operating systems - Search ability of content - Systems / database, record keeping, troubleshooting, bug testing etc. - Other security features. 	<ul style="list-style-type: none"> - How does the bidder plan to drive more traffic to the site 	<p>bidder plans to dedicate to this contract (front and back end)</p> <ul style="list-style-type: none"> - Estimated response time for creating a simple module/web page - Time required to switch to the new design - Responsiveness to Ministry's requests for customization
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The minimum qualifying score shall be 75 (out of 100).

X. Financial round:

- i. Only the agencies, who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The date and time for opening of the Financial Bid will be intimated on a later date.
- ii. The bidder will quote their '**per year rate' (exclusive of applicable taxes) for carrying out the entirety of the scope of work. The rates shall be quoted in the BOQ sheet (Annexure II)**
- iii. No change in financial bids is allowed after the last date of submission of tender documents.

XI. Terms & Conditions:

- i. Tender bids received after the closing date and time will not be entertained.
- ii. The Embassy reserves the right to extend the last date and time for submission of the bids on its own discretion.
- iii. The bidding agency shall bear all costs associated with the preparation and submission of its bids and the Embassy of India, Manila will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the bidders and the Ministry until execution of a contractual agreement
- iv. The bids shall remain valid for a period of 180 (One hundred and eighty) days.
- v. Failure to furnish all the required information may result in rejection of the bid.
- vi. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by any decision of the Ministry. In

case the information submitted by the agency is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred.

- vii. Any notice by one party to the other, pursuant to the Contract shall be sent by e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract.
- viii. To assist in Technical evaluation, the Embassy reserves the right to call for any clarification from any/all bidding agencies during the evaluation of the bids. Such clarification should be submitted only in writing. However no other correspondence on bids will be entertained.
- ix. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.
- x. The Embassy shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender.
- xi. In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the agency.
- xii. The Embassy reserves the right to accept or reject any or all bids without assigning any reasons at any stage of tender process. No bidders shall have any cause or claim against the Ministry for rejection of their bid.

xiii. Payment terms:

- The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
 - The agency who has been awarded the contract shall submit the bills within two [2] weeks of expiry of the billing period.
 - Only applicable taxes shall be applied in addition to quoted rates.
- xiv. Agency must procure and provide all the hardware and software required by its project team to enable them to meet the target assignment.
 - xv. The Embassy 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.
 - xvi. 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.
 - xvii. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc., decision of the Ministry will be final and binding on all bidders participating in this bid.
 - xviii. **Earnest Money Deposit:** Bidders are required to submit an Earnest Money Deposit (EMD) of amount of 500\$ of the total estimated cost as described in Annexure I. It must be delivered to the Embassy of India, Manila the form of Demand Draft/Bank Guarantee in favour of Embassy of India, Manila

OR

Bid Securing Declaration (BSD) may be submitted in lieu of an EMD. (Annexure III)

The bid security of unsuccessful bidders will be returned to them after the award of the contract. Earnest Money Deposit with Embassy of India, Manila for the purpose of tender will earn no interest.

EMD will be forfeited on account of one or more of the following reasons:-

- *The Bidder withdraws/modifies his bid during the period of bid validity.*
- *In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee.*

- xix. The Agency has to provide services on a 24 x 7 basis.
- xx. Bidders are required to upload documents exactly as described in Annexure I.

XII. Performance Bank Guarantee:

The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 10% of the total contract price before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Earnest Money Deposit of the successful bidder will be returned after submission of Performance guarantee.

Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

XIII. Agreement deed:

The successful bidder shall execute an agreement for the fulfillment of the contract at the time of award of contract. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 10 percent of the contract value.

XIV. Penalty Clause:

- i. If the bidder withdraws or alters the bid before the expiry of bid validity period, Embassy may take the decision to forfeit the EMD and debar it from participating in future tenders.
- ii. If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfil any of the contractual obligations, the Embassy may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Ministry and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Embassy at its own discretion/ satisfaction.
- iii. It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, this Embassy may recover a sum from the contractor equivalent to a minimum of 0.5% of the price for any portion of services delayed/ negligence in service. The maximum amount which shall be recovered would be 10% of the price for any portion of services delayed/ negligence in service.

XV. Settlement of Disputes and Arbitration:

If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause XVII, shall be referred to arbitration.

The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

The Arbitration will have its sittings in Manila, Philippines.

XVI. FORCE MAJEURE:

- i. The Ministry may consider relaxing the penalty and delivery requirements as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.
- ii. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.
- iii. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the contract.
- iv. The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- v. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Embassy of India, Manila shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Embassy shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

Liquidated damages and termination:

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

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

Closure of Contract

While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" shall be taken from the contractor as per the format given in the Annexure 21 of Manual for the Procurement of Goods, 2017 (ANNEXURE IV of tender document below).

Sd/-
(Vishwanjali Gaikwad)
Second Secretary
Embassy of India, Manila / Philippines
8843-0101 to 02
pic.manila@mea.gov.in

Annexure I

S. No.	Document	File type
1	Earnest Money Deposit (EMD) for the amount as decided by the Embassy, in the form of Demand Draft/Bank Guarantee in favour of Embassy of India, Manila . OR Bid Securing Declaration (BSD) in lieu of EMD. (Annexure III) <i>Scanned copy of the Demand Draft/Bank Guarantee/BSD to be submitted.</i>	.pdf
2	Copies of registration	.pdf
3	Copy of PAN & GST number as applicable.	.pdf
4	Copy of Tax returns for the last three years.	.pdf
5	Copy of Latest Tax/VAT/GST Clearance Certificate or copy of latest tax deposit challan.	.pdf
6	A list of their owners/partners etc. of the agency	.pdf
7	Copy of Certificate to the effect that the agency is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the agency or its owner or partners anywhere in India.	.pdf
8	Copies of award of contracts	.pdf
9	Copy of an audited statement of account of the agency and relevant documents in support of Annual Turn-over. (turnover figures must be highlighted)	.pdf
10	Details of the bank account for release of payment through Electronic Fund Transfer System.	.pdf
11	Contact details of the agency's representative.	.pdf

Annexure II

Tender Inviting Authority :Embassy of India, Manila

Name of Work: Hosting, Redesign, Management and Maintenance of the Website of Embassy of India, Manila

Contract No:

Name of the bidder/Bidding Firm/Company:

Price Schedule			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filing the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)			
Number	Text	Number	Text
Sl. No.	Item Description	Basic Rate per year in figure to be entered by the bidder is US\$	Total Amount in Words
1			US\$ only
Total Rate per year inclusive of taxes (In Figures)			
Quoted Rate in Words			

Annexure III

(On company letterhead)

BIDS SECURING DECLARATION

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 2 years from being eligible to submit Bids for contracts with the entity that invited the Bids.

Date

Name and Signatures

ANNEXURE IV

(On company letterhead)

NO CLAIM CERTIFICATE

To,

(Contract Executing Officer)

Procuring Entity.....

Sub: Contract Agreement no. dated for the redesigning and maintenance of website of Embassy of India, Manila / Philippines

We have received the sum of US\$. (US\$ only) in full and final settlement of all the payments due to us for the redesigning and maintenance of website of Embassy of India, Manila / Philippines under the abovementioned contract agreement, between us and Embassy of India, Manila / Philippines. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against afore said contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or officer authorized to sign the contract documents on behalf of the contractor (company stamp)

Date:

Place: