No. HAN/302/01/2019 Embassy of India Hanoi

(REQUEST FOR PROPOSAL)

Sub: Hiring of Service Provide for re-development and maintenance of the official website of the Embassy of India, Hanoi.

Important Dates		
Published date	24.12.2021	
Bid submission start date	24.12.2021	
Bid submission end date	13.01.2022	
Date of technical Bid opening	14.01.2022	
Date of financial Bid opening	17.01.2022	

- 1. <u>Background</u>: This RFP is for hiring of Service Provider for re-development and maintenance of the official website of Embassy of India Hanoi.
- 2. <u>Scope of work:</u> The primary focus of the website is to provide clear and easily understandable information to citizens of India and foreigners about services of Embassy of India, Hanoi. Broadly the scope of work includes:
 - a) Redesigning and development of the Mission's website (https://www.indembassyhanoi.gov.in//) based on MEA's website template (one time). Redevelop the website for contents like visa information, Passport, Press releases, galleries, events, live feeds, social media contents, if any and periodic archiving the old contents automatically, etc.
 - b) Website to be hosted in India on Virtual Private Cloud by the vendor with hack proof security. In no case website hosting space is to be shared with other websites of private entities or any websites of Govt. organizations/agencies.
 - c) Providing 24 X 7 unlimited update of the content with Mission's officials for all the tasks related to the website design and maintenance and updates respectively.

- d) Agency 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.
- e) Preparation of User Manual and provide online technical support for Training of Indian staff for content upload on the Website.
- f) To undertake Social Media updates such as Facebook/Twitter/Instagram/You Tube and other MEA and Mission required Social Media updates in the live feed of the website.
- g) To ensure that website complies with the "Guidelines for Indian Government Websites (GIGW)" http://guidelines.gov.in/
- h) To provide the Secure Socket Layer (SSL) Certificate in Embassy's website.
- i) To provide periodic full back up (Code along with the data) of website during the contract period. Database requires periodic bug-fixing, troubleshooting and the periodic update of searchable data.
- j) To maintain site search engine by ensuring any content updates and new pages are searchable. Advanced search option to be incorporated. Logs of database access to be maintained.
- k) To perform complete regular repairs as needed to scripting languages, basic HTML, broken images, broken links and all other malfunctioning code or components.
- l) To provide a report on site traffic statistics and search engine analysis on monthly basis or as and when required, including updated reports to Mission about number of visitors, geographical distribution of visitors, average time spent on the website, most visited sections/pages etc., besides other analysis.
- m) To conduct regular audit of the website at their level to ensure website Source Code is free from any potential vulnerability.
- n) The website framework to be kept as per desired security standard. In this regard necessary security path management and security updated to be carried out on a regular basis.
- o) To comply with Security Audit and other security instructions as and when required by Embassy.
- 3. <u>Inviting bids from companies:</u> In this context, prospective bidders are requested to submit their bids in **two parts** i.e. (i) Technical Bid and (ii) Financial Bid. The last date for submission of duly completed bids is 13.01.2022 and should be sent to hoc.hanoi@mea.gov.in and copied to estt.hanoi@mea.gov.in in .pdf form.
 - (i) **Technical Bid:** The following documents should be attached with technical bid (Annexure-I):
 - I. Registration, PAN & GST Certificate.

- II. The firm/agency should be registered and should have existence of at least 3 years.
- III. The firm/agency should have the experience of working with minimum 10 Indian Missions & Posts abroad / Central or State Government departments / Public Sector Undertaking and Autonomous bodies for 3 years in website development/ maintenance. Copies of the experience certificates / word orders should be self-attested and submitted.
- IV. Duly signed Bid Security Declaration as specified in **Para 6** of this tender document.
- V. A certificate to be submitted from the firm that the firm has not been debarred from award of contract during past 3 years.
- VI. Certified copy of Income tax returns for last 3 years (2018-19, 2019-20 and 2020-21).
- VII. Certified copy of last three years' balance sheet showing minimum average annual turnover of Rs. 10 Lakhs (2018-19, 2019-20 and 2020-21).
- VIII. Name Address, Contact no., designation /capacity of the authorized person assigned on behalf of the firm/agency to represent and sign.
 - IX. The ISO 9001-2015 certificate.

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- (ii) Financial Offer: The financial bid (Annexure-II) should be sent as a separate .pdf file as 'Password-Protected' and along with the technical specifications. Those received in any other format and also without having been protected with password, will not be considered and quotation will be rejected. The password will have to be shared by the bidders on 17.01.2022 at 10:30 AM (This time is in accordance with Hanoi's time zone) at hoc.hanoi@mea.gov.in for opening of the financial bids. In the event of unforeseen conditions, the opening may be deferred and new date and time will be accordingly intimated to those who applied by the last date. All the prospective service providers should invariably share the contact details of the person to coordinate in this process.
- 4. <u>Clarification and Amendment</u>: In case any prospective bidder requires any clarification with regard to the terms and conditions, a written clarification may be sought by email addressed to hoc.hanoi@mea.gov.in and copied to estt.hanoi@mea.gov.in. At any time prior to the deadline for submission of bids, the Embassy may, for any reasons, whether on its own initiative or suitability of its own requirement or in response to a clarification requested by a prospective bidder, modify the terms and conditions by making necessary amendment(s). The amendment(s) will be notified on CPP Portal and Mission's website and will be binding on them. The deadline for submission of bids may also be extended at the sole discretion of the Embassy.
- 5. <u>Undertaking:</u> The bid must be signed by the authorized person and seal affixed on every page of this his notice and thereafter complete signed document must be submitted. An undertaking should be submitted along with the bid indicating that "I/We accept the above terms and conditions. I/We undertake that I/we have carefully studied all the terms and

conditions and understand the parameters of the proposed work of the Embassy and shall abide by them. I/we further undertake that the information given are true and correct in all respect and I/we hold the responsibility for the same."

- 6. <u>Bid Security Declaration</u>: Prospective bidders are required to submit a signed Bid Securing Declaration along with their bids to the effect and stating that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the tender document, they will be suspended for the period of one year from being eligible to submit Bids/Proposals with the Embassy of India, Hanoi.
- 7. Evaluation Criteria: A duly constituted Tender Evaluation Committee will evaluate all the bids received in accordance with the stipulated terms and conditions. List of all the agencies fulfilling the technical requirements will be prepared. The financial bids of only those firms who are found technical qualified on all technical parameters will be opened on the day and time specified. The Committee may seek clarification/additional information from the firm/agency in case it is so required to evaluate the bids and help in decision-making for the purpose of selection of successful service provider. Incomplete and conditional bids will not be accepted and summarily rejected.

8. Other Terms and Conditions:

- i. The selected firm/agency shall not utilize or publicize or disclose or part with any statistic, data or information collected with contract, failing which contract awarded may be cancelled and action as deemed fit may be taken.
- ii. The rates shall remain fixed & valid for a period of contract from the date of acceptance of contract on successful award of the same.
- iii. No terms and conditions other than as stipulated above will be entertained. Bids without acceptance of the terms and conditions stipulated above are liable to be rejected.
- iv. The selected firm/agency shall ensure the compliance of all Statutory Acts and rules including the EPF Act and any other Labour Acts. The Embassy shall not be liable for any financial burden/ liability due to negligence by the contractor or his failure to comply with labour laws or any other Statutory Acts/Rules as per notifications issued from Govt. of India from time to time.
- v. The Embassy reserves the right to accept or reject any or all the bids without assigning any reason thereof. The decision of the Embassy will be final. Bids submitted in the format other than specified and not containing requisite prescribed documents may be rejected.

vi. The successful firm/agency will depute one authorized developer to resolve the issues, if any, at any time as per the requirement of the Embassy. Contact details of the person identified will be shared immediately on signing and acceptance of the contract.

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- vii. Settlement of Disputes and Arbitration- All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Embassy of India, Hanoi or any person nominated by it. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any other law that takes place in this regard. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.
- 9. Contract Agreement: The successful bidder will have to enter into a contract agreement before taking charge of the assignment, subject to minor amendment (if any) before signing as per Embassy's local requirements.
- 10. <u>Period of Contract</u>: The period of contract will be initially 03 years extendable by another two years on year to year basis, on the same terms and conditions and rates, subject to satisfactory performance of services and mutual agreement and the sole discretion of the Embassy. In case of breach of contract or in the event of not fulfilling the contract with requirements, the Mission has the right to terminate the contract with immediate effect in addition to initiating administrative actions for blacklisting, etc. solely at the discretion of the competent authority of the office of Ministry.
- 11. Termination of the Contract: The contract can be terminated by either party, i. e. Embassy or the Development/Maintenance agency/company, after giving three months notice to the other party extendable by mutual agreement till alternate arrangements are made. However, Embassy has the right to terminate the contract by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws etc. Embassy's decision in such a situation shall be final and accepted by the company without any objection or resistance. Embassy reserves the right to impose a financial penalty equivalent to the service charges of one year, in case the latter terminates the contract without providing the 03 months termination notice. On termination of the contract, the Company/agency will hand over all the credentials, source code and associated data, if any, with an undertaking that company is not retaining any data in any form and credentials related to the Embassy.
- 12. Corrupt or Fraudulent Practices: The following points related to corrupt or fraudulent practices need adherence:
- (a) It is expected that the bidder who wish to bid for the tender have highest standards of ethics.
- (b) Embassy shall reject a bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

- Embassy may declare a bidder ineligible, either indefinitely or for a definite period, if it at any time, determine that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.
- 13. Performance Security: The successful bidder will have to furnish the performance security equivalent to 3% of the contract amount at the time of entering into contract with Embassy. In case the successful bidder fails to accept and undertake the contract and does not deliver services according to the terms and conditions of the tender, the performance security will be forfeited.
- 14. Payment and Period of the Contract: The contract will be awarded to the successful bidder initially for a period of 03 year. This may be extended for another two years on a yearly basis on the same rates and terms and conditions with mutual agreement. Payment on yearly basis will be released on submission of invoice for the same.

(Sushil Prasad) Head of Chancery Dated: 24.12.2021

Technical Bid Proforma

Name of the Agency and address	SS
Website address	
Phone Numbers	
Fax Numbers	
E-mail	
Contact Person:	
Name	
Mobile No	
Fax No.	
E-mail	
Annual Turnover :	
(Please enclose copies of Incom	e Tax Returns/Audited Accounts in support
of your claim)	
Financial Year	Turnover (In Rupees)
2018-2019	
2019-2020	
2020-2021	
Registration Particulars	
, –	ion wherever available/applicable, if any,
with self-attested copy of origina	
PAN No.	
GST Registration No.	
Registration with Central/State (Government agencies
The ISO 9001-2015 certificate	

Annexure-II

Financial Bid Proforma

Sr. No.	Description of Work	Cost (in Rupees)
1.	Redesigning of website as per MEA's Website (One Time)	
2.	Providing Secure Socket Layer (SSL) Certificate	10.10
3.	Maintenance (Annual)	
4.	Taxes (if any)	
5.	Grand Total	
(Note: No other cos	st/ amount would be paid over and above th	e aforesaid proposal amount.)