

MOM/302/02/2023
Assistant High Commission of India
Mombasa

E-NOTICE: Tender for hosting, re-design and management/maintenance of website of Assistant High Commission of India, Mombasa – Kenya

Tender No: MOM/302/02/2023

Dated: 22/03/2023

Important Dates	
Published date	22.03.2023
Bid document download start date	22.03.2023
Bid submission start date	23.03.2023
Clarification start date	23.03.2023
Clarification end date	07.04.2023
Bid submission end date	14.04.2023
Date of Technical Bid opening	17.04.2023
Date of Opening of Financial Bids	Date and time will be intimated to the Technically Qualified Bidders via email

The bids shall be submitted by email only to the undersigned. The Technical Bid is to be sent as an open document and Financial Bid should be sent as 'password protected' file only. Password may be communicated at the time of opening of bid only by the representative of the company.

(Sandeep Sharma)
Head of Chancery
Assistant High Commission of India,
Mombasa, Kenya
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TENDER NOTICE

The Assistant High Commission of India, Mombasa, Kenya invites bids from reputed agencies, for re-design, hosting and management/maintenance of the website of the Assistant High Commission of India, Mombasa.

1. Broad Scope of work:

The work would broadly include:

- i. An overhaul of the website design to make its layout more attractive, user friendly and practical.
- ii. Maintenance of the AHCI, Mombasa website for a duration of three (3) years.
- iii. Enhance the website, new pages, applications, forms, menus, media and other website related requirements related to the AHCI, Mombasa for the needs for AHCI, Mombasa and MEA from time to time as needed.
- iv. 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 consist of a designer, developer, security auditor and database administrator.
- v. 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.
- vi. The agency needs to handle contents in English and Hindi language.
- vii. Designing of web-pages/modules on special occasions on a case-to-case basis as per Ministry's requirements. E.g., On the occasion of International Day of Yoga, Republic Day / National day events etc.
- viii. Indian Citizen Registration and communication facilities.
- ix. 24x7 website content updates.
- x. Compliance of web standards and guidelines issued by Government of India time to time and certification by the DEITY/CERT empaneled agencies, for GIGW compliance. Website should have the requisite features ensuring accessibility to physically disabled persons. Website must be designed, developed, deployed and maintained according to W3C Guidelines.
- xi. CMS updation and website security.
- xii. HTTPS/SSL for hosting of website. To incorporate the Secure Socket Layer (SSL) Certificate in the website.
- xiii. Designing of a URL shortened for the Post.
- xiv. Search engine optimization
- xv. Social media updates on website
- xvi. Website should be compatible on multiple platforms like, PC, Tablets, smart phones etc.

2. 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), MEA and NIC website guidelines.
- iii. Redevelop and redesign 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.
- iv. The website should have features like an event calendar which would be updated from time to time.
- v. The page download response should be quick and fast.
- vi. The website should be database driven / modular so that it can store & handle all the information and be able to handle the documents that would get uploaded on it on a regular basis
- vii. Providing 24 X 7 unlimited update of the content as per requirement of the AHCI, Mombasa for all the tasks related to the website design and maintenance and updates respectively.
- viii. 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.
- ix. 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 AHCI, Mombasa.
- x. Enterprises Database and SSL to be used for the website development and maintenance.
- xi. HTTPS/SSL for hosting of website. Secure Socket Layer (SSL) Certificate should be incorporated in the AHCI, Mombasa website.
- xii. Compliance of web standards and guidelines issued by Government of India time to time and certification by the DEITY/CERT empaneled agencies, for GIGW compliance. A regular cyber audit of the website at their level to ensure website Source Code is free from any potential vulnerabilities.
- xiii. Creation of documents including user and technical manuals.
- xiv. Providing training to the users of AHCI, Mombasa as and when required.
- xv. Responsive design compatible with all hand-held devices and browsers.
- 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 AHCI, Mombasa.

xvii. Website speed optimization.

xviii. Transfer of Source code and other credentials for the website.

xix. Customization of user interface in terms of color, font size and language, etc.

xx. Social Media Integration. Social Media updates such as Facebook/Twitter and other MEA and Mission required Social Media updates in the live feed of the website.

B. CMS Maintenance:

i. 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.

ii. CMS must have simple workflow and publishing controls.

iii. CMS should have simple and easy administration.

iv. CMS must have Search Engine friendly attributes.

v. CMS must have security features.

vi. CMS must have robust content templates.

vii. CMS must support detailed analytics for each section of the website.

viii. 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.

ix. Content optimization including images.

x. Role/Level based access to users for content updates.

xi. Audit trails of the documents hosted on the website should be maintained and should be accessible to the administrator as and when required.

xii. Website should be well integrated with AHCI, Mombasa's social media handles and Content of each section should be sharable by the user on multiple platforms such as Facebook, Twitter, WhatsApp, Email, etc.

C. Website Maintenance:

The maintenance support for three [3] years after the successful launching of the website extendable for 2 more years as per AHCI, Mombasa's discretion. It would include the following:

i. Upgrade/update content and structure of AHCI, Mombasa's current website.

ii. Maintenance of CMS and technical modifications as and when required.

iii. Creation of new web pages within existing site as and when required.

- iv. Website design changes as and when required.
- v. Website technical functionality upgrade as and when required.
- vi. Monitoring and maintaining website speed, sign up process, navigation links etc.
- vii. To design and upload banners, iQuery, graph artwork, info graphics and audio - video files etc. on the website.
- viii. Formatting and posting of content updates, images, videos etc. on regular basis. Conversion of documents to required format such as HTML/HTMLS.
- ix. Bug fixing and keeping website (s) secured from all possible cyber-attacks and hackers at all time.
- x. Security audit as and when required.
- xi. Execution of SEO inputs provided by the Department of Commerce.
- xii. Content upload and website support on 24X7 basis.
- xiii. Keeping activity log for all web updates.
- xiv. Creation and maintenance of archive section on the website.
- xv. Trouble shooting.
- xvi. Regularly monitoring of the website with 24X7 monitoring tools and intrusion detection system facility
- xvii. Complete regular repairs as needed to scripting languages, basic HTML, broken images, broken links and all other malfunctioning code or components
- xviii. Periodic full backup of website through the duration of the contract
- xix. Show number of visitors to the website

D. Website Hosting: Website will be hosted at NIC cloud environment or VPC servers recommended by Ministry of External Affairs. Accordingly, hosting of the website will be done by the agency with the allocated credentials provided by NIC if hosted with NIC. Agency will need to work closely with NIC or VPC service providers to deploy designed and developed website on NIC server/cloud.

3. 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 years at a time (with a maximum of two successive extensions) at the sole discretion of the AHCI, Mombasa 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 AHCI, Mombasa, 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.

4. Bids:

A two-bid system (Technical & Financial Bids) will be followed. Interested agencies may submit their proposals in two parts: (i) **Technical Bid (Annexure I)**, and (ii) **Financial Bid (Annexure II)**. The last date of submission of the duly completed bids is 14.04.2023 and should be sent to hoc.mombasa@mea.gov.in. The Technical Bid will be evaluated by the Technical Evaluation Committee of the AHCI, Mombasa.

5. Minimum Eligibility Criteria:

- i. Duly filled Bid Security Declaration (**Annexure III**)
- ii. The agency should hold valid PAN, Sales tax/GST/VAT registrations.
- iii. A minimum of three years of experience in the relevant area such as working with Indian Government websites, including AHCI, Mombasa websites, portals applications and execution of a work of similar nature.
- iv. The average annual turnover of the agency should be at least INR 20 lakhs for the last three financial years which should be exclusive for the agency/company. No joint venture allowed.
- 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 financial years.
- vii. Agency must be at least a CMMI level 5 or 3 company. ISO 9001:2015 (Quality Management) and ISO 27001:2013 (Information Security) certificates.

6. Pre-bid Meeting/Clarification

A prospective bidder, requiring a clarification on the Tender document shall notify Assistant High Commission of India, Mombasa via email to hoc.mombasa@mea.gov.in within the time-frame as indicated in the Date Sheet.

7. Instructions for Bids submission:

Bids should be sent via e-mail to hoc.mombasa@mea.gov.in in the **.pdf format**. The Technical Bid is to be sent as an open document and Financial Bid should be sent as 'password protected' PDF file along with technical specifications. Those received in any other format and also without having been protected with password will not be considered and will be rejected.

Note: The password will have to be shared by the bidders via email to hoc.mombasa@mea.gov.in exactly on the date and time specified for opening of the Financial Bids, which will be intimated to the Technically Qualified Bidders following the completion of Technical Evaluation. All the prospective service providers should invariably share the contact details of the person to coordinate in this process.

8. Technical Evaluation and Technical Presentation:

- i. Only the agencies who fulfill the Minimum Eligibility Criteria and upload the documents as mentioned in **Annexure- I** shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation.
- ii. As part of the technical evaluation, selected agencies will have to give a technical presentation to the AHCI, Mombasa covering the points as mentioned in the table below. The technical evaluation of the bidders shall be made on the following points:

Minimum eligibility criteria (to be declared and supported by requisite documents)

Number of Govt. of India website including AHCI, Mombasa/High Commission portal maintenance contracts (duration equal/more than 1 year) in last 3 years	10 marks [<= 5 = 02 marks 6<= 8 = 04 marks 9 <= 10 = 06 marks 11 <= 14 = 08 marks 15 or more = 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 = 10 Marks
Total	30 Marks

Companies must obtain at least 70% (21 marks) from above said criteria to gain Minimum Eligibility Criteria

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

Proposed web design (Weightage: 30 marks)	<ul style="list-style-type: none"> • Modern, aesthetically appealing design • Well structured, clutter free • Ease of navigation • Improved GUI
Technical specifications (Weightage: 20 marks)	<ul style="list-style-type: none"> • How does the bidder plan to make the website more secure • Compliance with GIGW norms • Compatibility across devices / operating systems • Search ability of content • Systems/ database, record keeping, troubleshooting, bug testing etc. • Other security features.
Proposed improvements (Weightage: 10 marks)	<ul style="list-style-type: none"> • New interactive features • How does the bidder plan to drive more traffic to the site
Resources (Weightage: 10 marks)	<ul style="list-style-type: none"> • How much manpower the bidder plans to dedicate to this contract (front and back end) • Estimated response time for creating a simple module/web page • Time required to switch to the new design • Responsiveness to AHCI, Mombasa/Ministry's requests for customization

iii. The minimum qualifying score shall be 70 (out of 100).

9. **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' as per Financial Bid (**Annexure II**) for carrying out the entirety of the scope of work.

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

10. Terms & Conditions:

- i. Tender bids received after the closing date and time will not be entertained.
- ii. The AHCI, Mombasa 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 AHCI, Mombasa 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 AHCI, Mombasa/Ministry until execution of a contractual agreement.
- iv. The bids shall remain valid for a period of 180 (One hundred 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 AHCI, Mombasa/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 AHCI, Mombasa 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 AHCI, Mombasa 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 AHCI, Mombasa 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 AHCI, Mombasa for rejection of their bid.
- xiii. **Payment terms:**
 - a. The payment will be made on yearly basis on submission of invoice for the same.
 - b. The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.

- c. The agency who has been awarded the contract shall submit the bills within a week of expiry of the billing period.
- 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 AHCI, Mombasa 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 AHCI, Mombasa/Ministry will be final and binding on all bidders participating in this bid.
- xviii. The Agency has to provide services on a 24 x 7 basis.
- xix. Bidders are required to upload documents exactly as described in **Annexures**.

11. Performance Bank Guarantee:

The successful bidder shall provide a Performance Bank Guarantee (PBG) 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 Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations.

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 Bank Guarantee (PBG) as well as disqualification of the bidder from participating in future tenders.

12. Agreement deed:

The successful bidder shall execute an agreement for the fulfilment 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.

13. Penalty Clause:

- (i) If the bidder withdraws or alters the bid before the expiry of bid validity period, AHCI, Mombasa may take the decision to 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 fulfill any of the contractual obligations, the AHCI, Mombasa 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 AHCI, Mombasa 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 AHCI, Mombasa 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.

14. Settlement of Disputes and Arbitration:

If any dispute, difference or question at any time arises between the AHCI, Mombasa and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause of Liquidated damages and termination, 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 Mombasa, Kenya.

15. Force Majeure:

i. The AHCI, Mombasa 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 here under, 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 AHCI, Mombasa shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the AHCI, Mombasa 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.

16. Liquidated damages and termination:

i. 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 Bank Guarantee deposit.

ii. 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 the AHCI, Mombasa in that event and the Performance security deposit may also be forfeited.

17. 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**).

(Sandeep Sharma)
Head of Chancery
Assistant High Commission of India,
Mombasa, Kenya
e-mail ID: hoc.mombasa@mea.gov.in

Technical Bid Proforma

Name of the firm:

Address of the Registered Office:

Contact Details:

Telephone:

Mobile:

E-mail:

S. No.	Document	File type
1	Bid Securing Declaration (BSD)	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

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Signature of the authorized signatory

Name of the authorized signatory: _____

Phone/Mobile Numbers: _____

Seal of the firm _____

Financial Bid Proforma

Tender Inviting Authority: Assistant High Commission of India, Mombasa - Kenya

Name of Work: Re-design, hosting, and management/maintenance of the website of Assistant High Commission of India, Mombasa – Kenya

Tender No: MOM/302/02/2023

Name of the bidder/bidding firm/company:			
S. No.	Description of Item/Work	Basic Rate to be entered by the Bidder in INR (in figures)	Total Rate to be entered by the Bidder in INR (in figures)
1.	Item-wise description (may add more sub-headings) (Inclusive of Taxes)		
2.	----		
3.	Per Year Rate (Inclusive of Taxes)		
Total rate per year in figures (inclusive of all taxes)			
Total rate per year in Words (inclusive of all taxes)			
Note: No other cost/amount would be paid over and above the aforesaid proposal amount.			

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Signature of the authorized signatory

Name of the authorized signatory: _____

Phone/Mobile Numbers: _____

Seal of the firm _____

Bid Securing Declaration
(On Company Letterhead)

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 time specified in the request for bids document from being eligible to submit bids for contract with the AHCI, Mombasa.

Name: _____
Company name: _____
Address: _____
Seal: _____
Date: _____

No Claim Certificate
(On company letterhead)

To,
(Contract Executing Officer)
Procuring Entity

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. dated.....for the redesigning and maintenance of website of Assistant High Commission of India, Mombasa.

We have received the sum of INR..... (INR... .. only) in full and final settlement of all the payments due to us for the redesigning and maintenance of website of Assistant High Commission of India, Mombasa under the above-mentioned contract agreement, between us and Assistant High Commission of India, Mombasa. 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 or officer
authorized to sign the contract
documents on behalf of the
contractor
(Company stamp)
Date _____
Place _____