

**Embassy of India
Dakar, Senegal**

E-NOTICE: Tender for hosting, re-design and management of website of Embassy of India, Dakar

Tender No.: DAK/GEM/551/01/2020

Dated: 30/10/2023

Important Dates	
Published date	30/10/2023
Bid document download start date	30/10/2023
Bid submission start date	30/10/2023
Clarification start date	31/10/2023
Pre-Bid meeting [if required; virtual format]	6/11/2023
Clarification end date	16/11/2023
Bid submission end date	17/11/2023
Date of Technical Bid opening	20/11/2023
Date of Technical Presentation	22/11/2023

The bids shall be submitted on email at hoc.dakar@mea.gov.in only.

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(Dinen K. Bordoloi)
Head of Chancery
Embassy of India
Dakar, Senegal
e-mail ID: hoc.dakar@mea.gov.in

TENDER NOTICE

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

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 Embassy website for a duration of three (3) years.
- iii. Enhance the website, new pages, application forms, full filling and applications related to embassy for the needs of Embassy of India, Dakar and Ministry of External Affairs, New Delhi time to time as part of the scope.
- 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 language.
- vii. Designing of web pages/modules on special occasions on a case-to-case basis as per the Embassy's requirements. eg. on the occasion of International Day of Yoga, Republic Day / national day events etc.
- viii. To ensure that the website is GIGW 3.0 (Guidelines for Indian Government Website) compliant and has the requisite features ensuring accessibility to physically disabled persons. The website should also observe the W3C guidelines available at <https://www.w3.org/TR/WCAG21/>
- ix. Carrying out annual security audit of the website from any CERT-In empanelled security auditor and procurement of digital and other security certificates (eg. SSL, website quality certificate etc.) as and when required.
- x. Designing of a URL shortened for the Embassy.

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).
- 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 servers located in India by Indian agency on NIC cloud or Ministry of Electronics and Information Technology (MEITY) empanelled Cloud service provider. If the website is to be hosted at NIC Cloud (Meghraj) environment, the agency must ensure and use the available technology environment at NIC Cloud for the development. Agency will need to get clearance of security audit of the website by Department of Electronics and Information Technology (DEITY)/ CERT-In empanelled agency.
- VI. Compliance of web standards and guidelines issued by Government of India time to time and certification by the CERT-In empanelled agencies, DEITY for GIGW compliance. A cyber audit including a VAPT as per OWASP Top 10 vulnerabilities must be carried out by a CERT-In empanelled 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 to the Embassy.
- X. Responsive design compatible with all handheld devices and browsers.
- XI. Aesthetic and Modern appearance of website.
- 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 designs incorporating inputs from Embassy of India, Dakar, 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. 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.
- XVI. Website speed optimization.

- XVII. Customization of user interface in terms of color, font size and language, etc.
- XVIII. Social Media Integration.

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. 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 Embassy's discretion.

It would include the following:

- i. Maintenance of CMS and technical modifications as and when required.
- ii. Creation of new web pages within existing site as and when required.
- iii. Website design changes as and when required.
- iv. Website technical functionality upgrade as and when required.
- v. Monitoring and maintaining website speed, sign up process, navigation links etc.
- vi. Formatting and posting of content updates, images, videos etc. on regular basis. Conversion of documents to required format such as HTML/HTMLS.
- vii. Bug fixing and keeping website secured from all possible cyber-attacks and hackers at all time.

- viii. Security audit of the website from CERT-In empanelled agency annually or as and when required.
- ix. Execution of SEO inputs provided by the Department of Commerce.
- x. Content upload and website support on 24X7 basis.
- xi. Keeping activity log for all web updates.
- xii. Creation and maintenance of archive section on the website.
- xiii. Trouble shooting.

D. Website Hosting:

In case website needs be hosted at NIC Cloud environment or VPC servers recommend by Ministry of External Affairs then 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 (*or whatever deemed appropriate by the Mission*). 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 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 maybe necessary [viz. technical, content, design, security features or other parameters] if and when such changes are mandated by the Embassy of India, Dakar, Senegal.

Bids

A two-bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on 20.11.2023 at 1100 hrs (local time) at Head of Chancery's office (Address: Embassy of India, 5 Avenue Carde, BP 398, Dakar, Senegal;) 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.

Minimum Eligibility Criteria:

- i. Earnest Money Deposit (EMD) of INR 10000/- (Indian Rupees ten thousand only) in the form of Demand Draft/Bank Guarantee in favor of Embassy of India, Dakar or Bid

Security Declaration (BSD) in lieu of EMD, format of which is at Annexure II of the Tender Document.

- 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 Embassy websites, portals applications and execution of at least 10 such works per year in the last three financial years.
- iv. The average annual turnover of the agency should be at least INR 50 Lakhs 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 3 company. However ISO 9001:2015 (Quality Management) and ISO 27001:2013 (Information Security) may also apply.

Pre-bid Meeting

- i. A prospective bidder, requiring a clarification on the Tender document shall notify Embassy of India, Dakar via email to hoc.dakar@mea.gov.in, cc: cons.dakar@mea.gov.in within the time-frame as indicated in the Data Sheet.
- ii. Embassy of India, Dakar will conduct the Pre-bid Meeting on 06.11.2023 at 1100 hrs hours virtually to address the submitted queries. Those bidders who want to join the virtual pre-bid meeting must send an email to hoc.dakar@mea.gov.in to get the meeting link.

Uploading Bids

The bidders shall send their bids by email at hoc.dakar@mea.gov.in in two separate attachments, viz.:

(i) Technical Bid: The bidding agencies are required to submit documents as detailed in Annexure- I by email in open attachments. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical

bid.

(ii) Financial Bid: To be submitted in a separate .pdf file (Annexure-II) as “password-protected” (The password should not be shared at this point). Those received without having been protected with password, will not be considered. The eligible bidders will be contacted by email to send the password for the financial bid document. All the prospective service providers should invariably share the contact details of the person to coordinate in this process. The financial bid should be valid for 3 months from the date of opening.

Technical Evaluation:

- 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, agencies will have to give a technical presentation to the Embassy 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

<p>Number of Govt. of India website including Embassy/High Commission/Consulate portal maintenance contracts (duration equal/more than 1 year) in last 3 years</p>	<p>10 marks [<= 20 = 02 marks 21 <= 30 = 04 marks 31 <= 40 = 06 marks 41 <= 50 = 08 marks 50 >= 10 marks]</p>
<p>Number of contracts for development of Web Applications for Government of India in last 3 years</p>	<p>10 marks [<= 02 = 02 marks 03 <= 04 = 04 marks 05 <= 06 = 06 marks 07 <= 08 = 08 marks 09<=10 >= 10 marks]</p>
<p>Company Standards</p>	<p>10 marks ISO 9001:2015 and ISO 27001:2013: 7 Marks CMMI Level 3: 7 Marks CMMI Level 4: 9 Marks Both CMMI and ISO: 10 Marks CMMI Level 5: 10Marks</p>

TOTAL	30 marks
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Companies must obtain at least 70% (21 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 design (Weightage: 30)	Technical specifications (Weightage: 20)	Proposed improvements (Weightage: 10)	Resources (Weightage: 10)
<ul style="list-style-type: none"> - Modern, aesthetically appealing design - Well structured, clutter free - Ease of navigation - Improved GUI 	<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. 	<ul style="list-style-type: none"> - New interactive features - How does the bidder plan to drive more traffic to the site 	<ul style="list-style-type: none"> - How much manpower the bidder plans to dedicate to this contract (front and backend) - 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

iii. The minimum qualifying score shall be 60 (out of 100).

Financial round:

Only the agencies, who qualify the technical evaluation round, will be eligible to participate in the financial bidding round. The eligible bidders will be contacted by email to share the password to open the Financial Bids on the date and the time

specified in the Data Sheet. A link for virtual participation in opening of financial bids will also be sent to the eligible bidders at the same time. ii. No change in financial bids is allowed after the last date of submission of tender documents. No change in financial bids is allowed after the last date of submission of tender documents.

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, Dakar 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 120 (One hundred & twenty) 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 a week 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 INR 10000/- or Bid Security Declaration (BSD) in lieu of EMD. It must be delivered to the Embassy of India, Dakar the form of Demand Draft/Bank Guarantee in favour of Embassy of India, Dakar.

The bid security of unsuccessful bidders will be returned to them after the award of the contract. Earnest Money Deposit with Embassy of India, Dakar 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.

Performance Bank Guarantee:

The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 5% 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.

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 5 percent of the contract value.

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 fulfill 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.

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 Dakar.

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, City / Country 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 is found wanting / inadequate, the competent authority may terminate the contract agreement after giving 30 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 Embassy 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 V** of tender document below).

(Dinen Kumar Bordoloi)
Head of Chancery
Embassy of India, Dakar

Annexure I

S. No.	Document	File type
1	Earnest Money Deposit (EMD) for the amount as decided by the mission, in the form of Demand Draft/Bank Guarantee in favour of Embassy of India, Dakar or Bid Security Declaration (BSD) (Scanned copy of the Demand Draft/Bank Guarantee or BSD to be uploaded.)	.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 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

**Bids Security 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 (2 years if not specified) from being eligible to submit Bids for contracts with the entity that invited the Bids.

Date

Signatures

Annexure - III

Tender Inviting Authority: Embassy of India, Dakar

Name of Work: Redesign and maintenance of the website/web pages of Embassy of India, Dakar

S. No.	Description of Work	Annual Cost (in Rs.)
1.	Redesign and Maintenance of Website https://embassyofindiadakar.gov.in/	
2.	Providing Security Socket Layer (SSL) certificate	
3.	Providing Security audit certificate from any CERT-In empanelled agency	
4.	Taxes (if any)	
5.	Grand Total (in figures)	
	Grand Total (in words)	

ANNEXURE IV

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 Embassy of India, Dakar

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 Embassy of India, Dakar under the abovementioned contract agreement, between us and Embassy of India, Dakar. 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: