



Notice for Inviting Tender

**Redevelopment and Maintenance of Website of
Embassy of India, Mexico City**

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Embassy of India
Mexico City

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Redevelopment and Maintenance of website For Embassy of India, Mexico City

1. Introduction

Embassy of India, Mexico City hereafter referred to as EMBASSY is one of the 185 Indian missions and posts located around the world under Ministry of External Affairs, Government of India. Missions in abroad carry out jobs like issuing visa, passports, other consular services, bilateral relationships, defense co-operations between countries, educational co-operation, commercial and social activities.

The Missions/Posts main portal and its sub-domain portals are now becoming one of the attracted sites among net-citizen. This has resulted in frequent access of portal and its sub-domains from various locations across the world. There have been incidents of some of the accesses which contained targeted Distributed Denial of Service (DDoS) and attack against source code vulnerabilities. This entails that portal and its sub-domains should be hosted on a platform which provides enhanced security, auto-failover and redundancy features.

The objectives of this RFQ are

A. Website Management:

- Redesign and development of existing websites of Embassy of India, Mexico City as dynamic and responsive website
- CMS updation and Website security.
- Security auditing
- Indian citizen registration and communication facilities
- 24 X 7 website content updates (onsite and offsite)
- Search engine optimization
- Bilingual – English and Spanish websites (Spanish content option to be available on website)
- Social Media updates on website.
- HTTPS/ SSL for the hosting of the website
- Website should be GIGW 3.0 compliant and should be STQC certified.

2. Scope of Work

The primary focus of the website is to provide clear and easily understandable information to citizens of India and foreigners about Embassy of India, Mexico City services. Broadly the scope of work includes:

Website Management & Security management

- i. *Redesign of website as per MEA and NIC website guidelines as a responsive website.*
- ii. *Website to be hosted in India on Government of India cloud. (Clause 2.2)*
- iii. *Redesign of the **Content Management System** of 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. *Providing 24 X 7 unlimited update of the content with mission (onsite and offsite) officials for all the tasks related to the website design and maintenance and updates respectively.*
- v. *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.*
- vi. *Preparation of User Manual and provide online technical support for Training of Indian staff for content upload on the Website.*
- vii. *Social Media updates such as Facebook/Twitter and other MEA and Mission required Social Media updates in the live feed of the website.*
- viii. *Management of online visa appointment system*
- ix. *Providing monthly updated reports with scope to be defined further*
- x. *To ensure that website complies with the “Guidelines for Indian Government Websites (GIGW)” <http://guidelines.gov.in/> and should be STQC certified.*

2.1 Detailed Scope of Work

This section provides indicative scope of work for vendors. However, below work is only indicative and would vary depending upon actual requirements of Embassy of India, Mexico City.

2.1.1 Redevelopment and Maintenance of Customized Web Based application/portal solutions/ Web designing:

- a) *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) *Design, maintain and distribute the mission’s e-newsletter to registered users of the website and mailing list.*
- c) *Study and analysis of existing /Similar website and include best practices in draft design.*
- d) *Coordination and collection of required content for website updates.*
- e) *Design should comply on all parameters with guidelines issued by Government of India for websites.*
- f) *Comply with website security guidelines issued by NIC, GOI.*
- g) *The website should have features like an event calendar which would be updated from time to time.*

- h) The page download response should be quick and fast.*
- i) 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.*
- j) Develop an application through which the Embassy is able to upload contents remotely. Approval rights will be with Embassy of India, Mexico City.*
- k) In the CMS, provide front-end user interface/ network login details that allows a user, even with limited expertise, to add, modify and remove content from a website.*

2.1.2 Website Maintenance

- a. Upgrade/update content and structure of Embassy's current website.*
- b. Update Content on the website on a regular basis, as provided by Embassy.*
- c. Develop banners/images/info graphics/flyers/ alerts or any other graphics as may be needed from time to time.*
- d. Manage and maintain Embassy's domain, including hosting on Government of India cloud.*
- e. Regularly monitoring of the website with 24 X 7 monitoring tools and intrusion detection system facility*
- f. Complete regular repairs as needed to scripting languages, basic HTML, broken images, broken links and all other malfunctioning code or components.*
- g. Periodic full backup of website through the duration of the contract.*
- h. Provide a report on site traffic statistics and search engine analysis reports on a monthly basis.*
- i. Give monthly updated reports to Embassy about no. of visitors, geographical distribution of visitors, average time spent on the website, most visited sections/pages etc. besides other analysis.*
- j. Show number of visitors to the website.*
- k. Apart from uploading the contents the CMS will also enable the user to assign specific timeline for the contents to be displayed on the website.*
- l. Provide Embassy with two off site coordinator for all the tasks related to the website design and maintenance and repairs respectively.*

2.1.3 Content Management System

- a. Content Management-Redesign the CMS, edit, revise, update or create new textual content and graphics on existing pages based on mission's request. The content (Text & Graphics) updates will be on a weekly basis.*
- b. Layout/homepage to be redesigned according to Embassy and MEA strategy periodically.*

2.1.4 Database Management

- a. *Maintain registered Indian citizen database.*
- b. *Content archiving in a local server for periodic review of the content up on need from missions*
- c. *Database- requires periodic bug fixing, troubleshooting and the periodic update of searchable data.*
- d. *Maintain Site Search Engine by ensuring any content updates and new pages are searchable.*
- e. *Advanced search option to be incorporated.*
- f. *Automated reconciliation and generate necessary reports etc.*

2.1.5 Adherence to Web Application Audit/ Compliance and Approval / Security Features.

Comply with Security Audit and other security instructions issued by the EMBASSY as and when issued.

2.1.6 Indicative Deliverables

- *High Level Design/ Architecture Document*
- *Provide a report on site traffic statistics and search engine analysis reports on a monthly basis.*
- *Give monthly updated reports to Embassy about no. of new visitors, geographical distribution of visitors, average time spent on the website, number of Indians in Mexico registered, most visited sections/pages etc. besides other analysis.*
- *Show number of visitors to the website.*
- *Development and implementation of the online web strategy with major upgrades in the design and content of the current website.*
- *Editing and proof reading of the website content.*
- *Re-development of content for the website as per the advice from the Embassy.*
- *Regular updates on the website.*
- *Prompt and Proper 24X7 Maintenance of website (onsite and offsite).*
- *Registered and online information database.*
- *Source code will be handed over to Embassy, whenever requested.*

3. Timeline for completion of activities

This timeline will be finalized with the successful vendor post selection as mutually agreed.

Indicative Timeline:

- i *Responsive website re-development – 3 months after the new design is agreed between Embassy and the Vendor.*
- ii *CMS Updating- Continuous update based on change in design. The existing content update will begin soon after the contract is signed with the selected Bidder.*

- iii Module on database- 3 Months. Extra updates based on requirements.*
- iv Source code and its access will be shared with the contracted bidder soon after the Bidder is selected.*
- v On termination of the contract, a handover to and handshake with the new contracted vendor after the due bidding process must be done, which includes sharing the source code, access to dashboard and maintenance and update portal.*

4. Eligibility

Minimum Eligibility Criteria

The Agency should be able to provide a qualified web designing, building and maintenance team, for undertaking this assignment. The Agency team would work closely with Embassy of India, Mexico City. A confirmation letter from the Agency for being able to provide the qualified team should be attached. Details of the team dedicated to Embassy of India, Mexico City should be provided.

The minimum eligibility criteria provided below for ready reference –

<i>Sl.No.</i>	<i>Description</i>	<i>Document/Proof</i>
1.	<i>The agency should give details like name, profile etc. The agency should be registered with the Service Tax department and carry a valid PAN/TAN. Proof of the same must be submitted.</i>	<i>Copy of Service Tax Registration Copy of PAN Card - Copy of TAN Card Details are to be submitted in the format given in Tech Bid: Details of the Bidder Organization</i>
2.	<i>The agency should produce Articles of Association (in case of registered firms), By laws And Certificates for registration issued by the Registrar of Companies. (Please upload only relevant portions).</i>	<i>Certificate of incorporation issued by the Registrar of companies along with Memorandum of Articles of Association.</i>
3.	<i>The agency's turnover should be more than INR 50 Lakhs average over the last three financial years viz, 2020-21, 2021-22 and 2022-23. Bidder should have a positive net worth during the last three financial years (2020-21, 2021-22 and 2022-23).</i>	<i>Copy of duly certified statement from appointed statutory auditor. Details are to be submitted in the format given in Tech Bid: Financial Details of Bidder And Copies of Income Tax returns for the last three years (2020-21, 2021-22 and 2022-23).</i>
4.	<i>An undertaking (self-certificate) that the agency hasn't been blacklisted by a central/state Government institution and there has been no litigation with any government department on account of IT services.</i>	<i>Details are to be submitted in the format given in Tech Bid: Declaration that the bidder has not been blacklisted</i>
5.	<i>An undertaking (self-certificate) that the agency has resources having domain knowledge in Web Development Governance need to have a documentary proof of Guidelines for Indian Government Websites (GIGW) Compliance expertise.</i>	<i>Certificate from any of the Government body as a proof.</i>

6.	<i>The Agencies shall furnish, Earnest Money Deposit (EMD) in the form of Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per format. EMD is to remain valid for a period of forty- five days beyond the date of opening of the tender.</i>	<i>Details are to be submitted with the covering letter.</i>
7	<i>Bidding agency preferably may be CMMi level 3 certified.</i>	Proof of certification if available.

Competencies:

- a. Excellent I.T. skills and project management skills*
- b. Strong editorial team with communications skills to write clearly and compellingly in English and other languages.*
- c. Ability to juggle priorities and deadlines and perform well under pressure;*
- d. Ability to respond quickly to the maintenance requirement in the post commissioning phase.*
- e. Awareness on the latest smart technologies for website development.*
- f. Ability to regularly maintain, update the developed website.*
- g. Website should be designed on the latest version of the programming language/platform & on the latest technology.*

Essential knowledge and experience:

- h. Good information technology skills, with previous experience of website maintenance, management, editing, and/or development.*
- i. Expertise with HTML and content-management systems and latest trends and technology in website content and social media.*
- j. Strong analytical and research skills, including the ability to analyze audiences, attitudes, communications products and messages and to translate them into the design and implementation of effective websites.*
- k. Knowledge of the mandate and work of a government department website would be desirable.*

Eligibility Criteria

Interested Agencies are invited to submit their bids for the assignment, which must include the following, as detailed subsequently in this document:

- (i) Technical Bid and
- (ii) Financial Bid

The Technical Bid and Financial Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the bids.

4.1 Technical Bid

The Agencies are expected to provide the Technical Bid as specified in the RFP Document. Material deficiencies in providing the information requested for may result in rejection of a proposal.

The Technical Bid shall contain the following documents:

	<i>Description</i>	<i>Document / Proof</i>
<i>1</i>	<i>Details of agency mentioning the name address Email and mobile phone number of the bidder/authorized representative.</i>	<i>Details are to be submitted in the the format given in Tech Bid: Details of the Bidder Organization</i>
<i>2</i>	<i>Proof of registration with the Service Tax department and carry a valid PAN/TAN.</i>	<i>- Copy of Service Tax Registration - Copy of PAN Card - Copy of TAN Card</i>
<i>3</i>	<i>The agency should produce Articles of Association in case of registered firms) , By laws and certificates for registration issued by the Registrar of Companies</i>	<i>Certificate of incorporation issued by the Registrar of companies along with Memorandum of (Please upload only relevant portions)</i>
<i>4</i>	<i>Proof of agency's turnover during the last three years to be minimum 50 Lakhs viz, 2020-21, 2021-22 and 2022-23.</i>	<i>A certificate to this effect from Chartered Accountant in original must be submitted. And Copies of Income Tax returns for the last three years (2020-21, 2021- 22 and 2022-23).</i>
<i>5</i>	<i>An undertaking (self-certificate) that the agency hasn't been blacklisted by a central/state Government institution and missions. Also there has been no litigation with any government department on account of IT Services.</i>	<i>Declaration that the bidder has not been blacklisted.</i>

6	<i>Self- Certificate that the agency has resources having domain knowledge in web Development Governance applications. Agency need to have a documentary proof of Guidelines for Indian Government Websites (GIGW) Compliance expertise.</i>	<i>Self-Certificate of compliance.</i>
7	<i>Earnest Money Deposit (EMD) for amount of USD 500 or Equivalent in INR along with Technical bid.</i>	<i>The EMD may be submitted in the form of Bank Guarantee from any of the Public sector banks or a private sector bank authorized to conduct government business as per format. EMD is to remain valid for a period of forty-five days beyond the date of opening of the tender.</i>

- i. Letter of Technical Bid Submission.
- ii. Profile and Track Record of the Agency.
- iii. Detail of award winning web designing and building assignment (s) handled, if any.
- iv. Defined deliverables have to be mentioned in the technical proposal with time lines.**
- v. Detail of the team proposed to be deployed to work with missions, with qualifications and experience of the team members must be provided.
- vi. An undertaking on the letterhead of the Agency and signed by an authorized signatory, that the Agency will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the Agency in the financial bid (the cost is not to be indicated in the undertaking).**
- vii. The above undertaking submitted by the agencies would be binding on the Agency.
The Technical Bid shall not include any financial information.

4.2 Financial Bid

4.2.1 In preparing the Financial Bid, Agencies are expected to take into account the requirements and conditions outlined in the RFP document.

4.2.2. Letter of Financial Bid should include:

- (i) **Total fee**, from the date of issue of work order. For Financial Evaluation, the total fee for the assignment will be considered. This Fee should all include costs/expenses of the Agency for undertaking work as detailed in the Scope of Work.
- (ii) **Break-up of costs** for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper.

It is to be noted that

- a) Taxes / VAT as applicable in India will be paid as per actual and the same are **not** required to be indicated in the financial bid.
- b) The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by missions.
- c) The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- d) All prices should be quoted in US\$ or equivalent INR and indicated both in figures and words. Figures in words will prevail.
- e) The cost should include all travel costs, shipping/mail, telephone/fax charges and agency administrative costs that may be incurred by the agency as part of this contract.

5. Submission of Bids in Response to the RFP

- a) Proposals must be submitted to Embassy of India, Mexico City at the address specified below:

Mr. V.V.S.K. Setty
Second Secretary [HOC]
Embassy of India
Alfred Musset 325
Polanco, Mexico
City, Mexico -11550
Tel:+ 52 5531-1050
Fax:[+52-55] 5254-2349
Email: hoc.mexico@mea.gov.in

- b) Embassy of India, Mexico City may, at its discretion, extend the deadline for submission of bids by issuing an Addendum in which case all rights and obligations of the proposed project and the agencies will thereafter be subject to the deadlines as extended.
- c) Embassy of India, Mexico City will not accept delivery of bid by fax or e-mail. Bid received by fax or e-mail shall be treated as defective, invalid and rejected. A CD/DVD along with hard copy of all bid documents is acceptable by post.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned Officer, latest by the last date of bid submission or as specified in the tender documents. The details of the EMD, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- e) Financial bids of only those bidders who meet the technical criteria would be opened.
- f) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- g) The bids should be submitted on or before 1400 hrs (Mexico City Time) of **06.09.2023**.
- h) The bidder shall submit offer in **two separate sealed envelopes**, namely (a) **First envelope – superscripted “Technical Bid – for Redevelopment and Maintenance of Website for Embassy of India, Mexico City”** and (b) **Second envelope - superscripted “Financial Bid – for Redevelopment and Maintenance of Website for Embassy of India, Mexico City”**. Both the sealed envelopes shall be kept inside a large sealed envelope, i.e. in a **Third envelope – superscripted as “Technical & Financial Bids for Redevelopment and Maintenance of Website for Embassy of India, Mexico City”** It should also be superscripted at the bottom left corner with the Full name, Postal address, Fax, Email, Telephone number of the bidder.
- i) The sealed quotations shall be submitted to the **Head of Chancery, Embassy of India, Musset 325, Polanco III SECC, Miguel Hidalgo, 11550, Mexico City** latest by 31 August 2023 at 1400 hrs. Tenders received after the last date and time for submission for the same, shall **NOT** be accepted under any circumstances. Applications received after the last date shall be summarily rejected and returned to addressee unopened.

6. Pre- bid meeting

In no event will Embassy of India, Mexico City is responsible for ensuring that Agency inquiries have been received by it. Embassy of India, Mexico City will endeavor to provide a timely response to all questions and would provide information to the extent it is currently available to the best of its knowledge. The responses will be communicated through email or a Pre-Bid Meeting will be called, if necessary. The last date for receiving the clarification requests is **24 August 2023**. Any query received beyond the specified timeline would not be entertained under any circumstances.

7. Opening of bid

There will be two bid-opening events (i) for Qualification cum Technical Bids and (ii) for the Financial Bids.

- i) Embassy of India, Mexico City will open Qualification cum Technical Bids and list them for further evaluation. The ‘Financial Bid’ covers shall not be opened until the evaluation of the Qualification cum Technical Bids is complete.
- ii) After evaluation of Qualification cum Technical Bids, the financial bid of only those Agencies, who qualify in Qualification cum Technical Bids Evaluation, will be opened.
- iii) Total transparency will be observed while opening of bids. Embassy of India, Mexico City reserves the right at all times to postpone or cancel a scheduled bid opening, as mentioned in the Schedule. In the event of the specified date of bid

opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.

- iv Bidders can be present at the time of opening of both Technical and Financial Bids. Advance intimation has to be given by email at hoc.mexico@mea.gov.in

8. Selection Process

8.1 The Technical Bid will, in the first instance, be examined in the Embassy of India, Mexico City to ascertain fulfillment of eligibility criteria and submission of required documents.

8.2 Presentation: Agencies which fulfill the eligibility criteria and have submitted all required documents in their Technical Proposal will be invited to make presentations on their Technical Proposal at a date/time to be specified and conveyed by Embassy of India, Mexico City, if required.

8.3 **Earnest Money Deposit:** Vendor are required to submit Earnest Money Deposit (EMD) for amount of **USD 500-** (US Dollars Five hundred only) or Equivalent in INR along with Technical Bid. EMD is exempted for those registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department. The EMD may be submitted in the form of Bank Guarantee from any of the public sector banks or a private sector banks authorized to conduct government business as per format. EMD is to remain valid for a period of forty-five days beyond the date of opening of the tender. No interest will be payable to the Bidder on the amount of the EMD. Bids without Earnest Money would be rejected and no further correspondence shall be entertained in this regard. Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible.

8.4 In the Second Stage, the Finance Bid will be opened of only those bidders who qualified the Technical Bids.

8.5 The contract will be awarded to the organization on the basis of past experiences with missions, number of good reference from missions, proposal, budget and PowerPoint presentation.

8.6 Successful Bidder will be informed of the decision and he/she will be required to sign an agreement with the Embassy of India, Mexico City.

9. Payment conditions

- a Payment will be made in US Dollars or INR by Embassy of India, Mexico City to the successful bidder's designated bank account by wire transfer or by cheque for the web design, development and maintenance after completion of every six months.

- b. Payments shall be subject to deductions of any amount for which the Vendor is liable as per the penalty clause of this tender document.

9.1 **General Terms and Conditions**

- (i) *To implement all security instructions provided by CERT-IN, MEA or the EMBASSY to ensure that websites comply with the 'Guidelines for Indian Government Websites (GIGW)' {<http://guidelines.gov.in/> in full}, will be the responsibility of the service provider including the cost involved.*
- (ii) Identify and execute training requirements along with preparation of User Manual will be the responsibility of the service provider including the cost involved.
- (iii) Mere submission of RFP shall not confer any right whatsoever on the submitting entity.
- (iv) The RFP shall remain valid for a period of 6 months from the date of publication of RFP.
- (v) It shall be obligatory on part of the submitting entity to furnish any further information as may be sought by Embassy of India, Mexico City.
- (vi) Neither the issue of this invitation for RFP nor any part of its contents is to be taken as any form of commitment or acknowledgement on part of Embassy of India, Mexico City to proceed with any RFP or any entity and Embassy of India, Mexico City reserves the rights to annul or terminate the process or reject any RFP at any time or stage without assigning any reason.
- (vii) EMD of US Dollars 500/- or Equivalent in INR to be submitted along with RFP Technical Evaluation as per para 8.3.
- (viii) Incomplete proposals are liable to be rejected.
- (ix) If the service provider does not deliver the work to the satisfaction of the Customer within the stipulated time (as per para 03) a penalty of US Dollars 100- per calendar week shall be imposed on the service provider . An additional penalty of US Dollars 15- per calendar day shall be imposed on the service provider if the work is not completed in additional period of two weeks i.e. by after applying penalty of US Dollars 100- per week.
- (x) This RFP is not an agreement and is neither an offer nor invitation by Embassy of India, Mexico City to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by Embassy of India, Mexico City in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the

information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Embassy of India, Mexico City, its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

- (xi) Embassy of India, Mexico City may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- (xii) The issue of this RFP does not imply that Embassy of India, Mexico City is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and Embassy of India, Mexico City reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- (xiii) Further, all information/data/reports/pitches/data or other material submitted to Embassy of India, Mexico City under this Tender/RFP/RFQ by the Applicant shall become the property of Embassy of India, Mexico City. The Applicant hereby agrees that they shall not have any right claim, authority whatsoever over the submitted information/reports/pitches/data or other material to Embassy of India, Mexico City. The Applicant further agrees and undertakes that Embassy of India, Mexico City may use the aforesaid information/data/reports/pitches/data or other material at its sole discretion and the Applicant shall not have any objection whatsoever in Embassy of India, Mexico City using the same.
- (xiv) The firm shall be a legal entity as per the GOI rules/regulations and laws of the land.
- (xv) The firm must have service tax registration, PAN, TIN, Service Tax reg. No. and should be income tax assess.
- (xvi) The firm should not have been blacklisted by any Government organization
- (xvii) Embassy of India, Mexico City shall not be liable for any cost incurred by the respondents in preparing responses to this tender or negotiations associated with award of a contract.
- (xviii) **Force Majeure-**If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party

shall due to such event be entitled to terminate this contract nor shall either party have any claim for damage against other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period of exceeding 60 days, party may, at its option, terminate the contract.

- (xix) **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 Ambassador of India, Mexico City or any person nominated by him/her. 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 in entitled to extend the time of arbitration proceedings with the consent of the parties.
- (XX) The Embassy of India reserves the right to terminate the contract at any time by giving one month's advance notice. However, Embassy of India shall also have 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. The Service Provider may terminate the contract by giving three months advance notice with justification for termination of services. The Embassy of India reserves the right to impose a financial penalty equivalent to the service charges of one month, in case the latter terminates the contract without providing three months termination notice.
- (XXi) The contract shall be valid for one year after signing of contract subject to satisfactory performance of the service provider. The contract may be extended on annual basis for the next year on mutual consent subject to satisfactory performance report by the users, and subject to no increase in the value of the Contract and no change in the existing terms and conditions. In the event of termination of contract the current service provider will continue to provide services and will be paid as per the existing terms & conditions of the contract until the new service provider is selected.

10. Important Dates

In respect of the RFP for- Redevelopment and Maintenance of website of Embassy of India, Mexico City.

Tender Reference No.	MEX/ADM/868/1/2022
Name of Organization	Embassy of India, Mexico City

Corrigendum details:

	Date	Time (Mexico City Local time)
Date of Publishing the corrigendum for extension of date	16.08.2023	0900 Hrs
Date of publishing the original tender	28.07.2023	0900 Hrs
Bid Submission start date	28.07.2023	0900 Hrs
Clarification start date	28.07.2023	0900 Hrs
Clarification end date	28.08.2023	1700 hrs
Bid Submission end date	06.09.2023	1400 hrs
Opening date of Technical Bids	06.09.2023	1530 hrs
Opening date of Financial Bids (Only technically qualified bidders)	Will be intimated later	

AUTHORIZATION LETTER

To

*Embassy of India,
Mexico City*

Subject: Proposal for Redevelopment and Maintenance of the Embassy of India, Mexico City Website

Sir,

We, the undersigned vendor, having read and examined in detail the Specifications and all the bidding documents do propose to provide the Services as specified in the bidding document no.

2. All the prices mentioned in our proposal are in accordance with the terms & conditions as specified in bidding documents.
3. All the prices and other terms and conditions of this proposal are valid for a period of 120 calendar days from the date of opening of the Bids.
4. We, do hereby confirm that our Bid prices include all taxes, levies etc.
5. We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake Services as per these terms and conditions.
6. We declare that our prices are as per the technical specifications and bid documents. These prices are indicated in Annexure(s) attached with our proposal as part of the commercial bid.
7. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the tender document.
8. We enclose herewith the complete Technical Bid as required by MEA. This includes:
 - Authorization Letter (Annexure I)
 - Vendor Information (Annexure II)
 - Vendor's –Detailed Experience (Annexure III-A)
 - Past Experience Summary – (Annexure III-B)
 - Technical bid (Annexure IV)
 - Financial bid(Annexure V)
 - EMD (Annexure VI)

- Sample Website & technical document to be submitted at the time of tender

9. Certified that we are:

A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement by virtue of general power of attorney.

Or

A Company and the person signing the tender is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections /deletions should invariably be duly attested by the person authorized to sign between us.)

10. We do hereby undertake, that until a contract is prepared and executed, this bid together with Embassy of India, Mexico City's written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Signature of vendor representative

Address:

Detail of enclosures:

Telephone No:

VENDOR PARTICULARS

Sl.NO	Item	Details	
1	Company Name		
2	Year Established (Copy of Incorporation	Reg. Certificate attach	
3	Corporate & Head Office:	Address	Address Telephone: Fax No. : website Email Address: Mobile No.
4	Delhi Office: Contact Address Email Address:	Address	
		Telephone: Fax No. :	
5	Contact Person	Name	
		Designation	
		Mobile:	
		Email Address:	
6	Service Tax , VAT TIN and PAN details :	Service Tax No:	
		(Attach self-attested copy of Service Tax Registration Certificate)	
		VAT TIN No. :.....	
		(Attach self-attested copy of VAT/Sales Tax certificate)	
		PAN No.(Attach self-attested copy of PAN Card)	
7	Financial Turnover Information	Year	Amount in Core Rs
		2020-21	
		2021-22	
		2022-23	
		(Copy of Turnover Certificate for the financial years 2020-21, 2021-22 and 2022-23 duly certified by Chartered Accountant Attached)	

VENDOR'S EXPERIENCE

S.No	Item	Details
1.	Name of the project (Also specify the name of website/portal/web application AND URL of the website/portal/Web application)	
2.	Client Details	
3.	Name, Title & Address of the Client who can be contacted	
4.	Project Duration	
5.	Start Date & End Date	
6.	Scope of work	
7.	Relevant work domain	
8.	Software Tools & Technology used	
9.	Total Efforts in Man months	
10.	Contract Value (In Lakhs)	

**** Attach LOI/Work Order/ Contract copy (Mandatory)**

Letter from the Client for satisfactory completion of the project / Appreciation letter from Client / CERT-in Certificate/ STQC Certification would be given additional weight age

Annexure III-B

Experience Summary

SL	Project Name	Client Name	Start & End Date	Activities Relevant to scope	Contract Value (INR)	Efforts in Man Months
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Technical bid

Sl. No.	Description for Document / Proof to be submitted with Technical bid	Type
(i)	Letter of Technical Proposal Submission.	.pdf
(ii)	Details of agency as per given format a) Profile and Track Record of the Agency. b) Case studies of large brands handled, with focus on results achieved through web designing and development. c) Detail of award winning web designing and building assignment (s) handled, if any.	.pdf
(iii)	<i>Proof of registration with the Service Tax department and carry a valid PAN/TAN.</i>	.pdf
(iv)	<i>Certificate of incorporation issued by the Registrar of companies along with Memorandum of Articles of Association</i>	.pdf
(v)	<i>Proof of agency's turnover during the last three years viz, 2020-20, 2021-22 and 2022-23</i> <i>A certificate to this effect from Chartered Accountant in original must be submitted.</i>	.pdf
(vi)	<i>Copies of Income Tax return for last three years viz, 2020-21, 2021-22 and 2022-23</i>	.pdf
(vii)	<i>Agency need to have a documentary proof of Guidelines for Indian Government Websites (GIGW) Compliance expertise.</i>	.pdf
(viii)	<i>Copies of purchase orders in last five financial years i.e. 2018- 19, 2019-20, 2020-21, 2021-22 and 2022-23</i> <i>linked satisfactory completion certificates may be submitted as supporting documents.</i>	.pdf
(ix)	Defined deliverables with timelines.	.pdf

(x)	Detail of the team proposed to be deployed to work with the Embassy of India, Mexico City, with qualifications and experience of the team members must be provided	.pdf
(xi)	An undertaking on the letterhead of the Agency and signed by an authorized signatory, that the Agency will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the Agency in the financial proposal (the cost is not to be indicated in the undertaking). The above undertaking submitted by the agencies would be binding on the Agency.	.pdf
(xii)	<p>Earnest Money Deposit (EMD) for amount of US Dollars 500- (US Dollars Five hundred) or equivalent to INR along with Technical Bid.</p> <p>The EMD may be submitted in the form of Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per format. EMD is to remain valid for a period of forty-five days beyond the date of opening of the tender.</p>	.pdf

Financial Bid Format

Prices in Financial Bid should be quoted in the following format.

Sl.No.	Document
1.	Letter of Financial Bid Submission
2.	Total fee, include all costs/expenses of the Agency for undertaking work as detailed in the Scope of Work.
3.	Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper.

No.	Service Categories as given in scope of work	Cost in USD/ INR.	
		Figures	word
1	Redevelopment and Maintenance of the Website for Embassy of India, Mexico City (Including one -year Free Support period)		
2	Maintenance charge for 1 year maintenance (including the cost of the onsite coordinator) after expiry of free support period (Annual Charges)		

Note: Bidders are requested to note the following:

- a) Taxes / VAT as applicable in India will be paid as per actual and the same are not required to be indicated in the financial bid.
- b) TDS will be deducted as per rules applicable.
- c) The cost quoted will be firm and fixed for the duration of performance of the contract.
At no point of time will any deviation from the quoted rate be entertained by Embassy of India, Mexico City.
- d) The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

- e) All prices should be quoted in US Dollars/INR and indicated both in figures and words. Figures in words will prevail.

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

(Seal)

**EMD / PERFORMANCE SECURITY FORM
(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)**

To: **EMBASSY OF INDIA, MEXICO CITY**

WHEREAS (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal (RFP) No. ***** dated....., 2023 for the “for Redevelopment and Maintenance of the *Website for Embassy of India, Mexico City* . (herein after called the ‘the RFP”).

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or Embassy of India, Mexico City:

- (i) any time or waiver granted to the vendor;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
- (iii) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
- (iv) any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by Embassy of India, Mexico City of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
- (v) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- (vi) any change in constitution of the vendor;
- (vii) any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

This guarantee is valid until the.....day of <validity date> and a claim in writing is required to be presented to us within one months from <validity date> i.e. on or before <claim period> failing which all MEA rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

.....

Date.....

.....

Address

.....

.....
