

Embassy of India  
The Hague

E-NOTICE: Tender for hosting and maintenance of website of Embassy of India,  
The Hague, Netherlands.

**Tender No: HAG/INFO/301/1/2022**

**Dated: 28/11/2022**

<b>DATA SHEET-Important Dates</b>	
Published date	28/11/2022 at 1700 hrs (CET)
Bid document download start date	28/11/2022 at 1715 hrs (CET)
Bid submission start date	28/11/2022 at 1800 hrs (CET)
Clarification (only by email) start date	28/11/2022 at 1730 hrs (CET)
Clarification end date	13/12/2022 at 1730 hrs (CET)
Pre-Bid meeting [ virtual format]	15/12/2022 at 1100 hrs (CET)
Bid submission end date	20/12/2022 at 1500 hrs (CET)
Date of Technical Bid opening	22/12/2022 at 1200 hrs (CET)
Date of Financial Bid opening (of eligible bidders)	26/12/2022 at 1200 hrs (CET)

The bids shall be submitted only by email at [fspic.the.hague@mea.gov.in](mailto:fspic.the.hague@mea.gov.in)

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(Bhakt Bhushan)  
Head of Chancery  
Embassy of India, The Hague  
Netherlands

## TENDER NOTICE

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

### **Broad Scope of work:**

The work would broadly include:

- i. Maintenance of the Embassy website for a duration of three (3) years on 1 +2 years basis.
- ii. Enhance the website, new pages, application forms for filling and applications related to the Embassy as per the requirements of the Embassy and MEA from time to time as part of the scope.
- iii. Deployment of a dedicated team on a 24 x 7 basis. This will be in addition to the tech support the agency is expected to provide. The team should consist of a designer, developer, security auditor and database administrator.
- iv. Editing & uploading of content may include documents, PDFs, Images, videos, web links, etc. and contents should be uploaded and published within 30 minutes to one hour.
- v. The agency needs to handle contents in English & Hindi languages.
- vi. Designing of webpages/ modules on special occasions on a case to case basis as per Ministry's/ Embassy's requirements eg. on the occasion of International Day of Yoga, Republic day / national day events etc.
- vii. To ensure that the website is GIGW (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 [www.w3.org/TR/WCAG20-TECHS/PDF7.html](http://www.w3.org/TR/WCAG20-TECHS/PDF7.html)

- viii. Carrying out security audit of the website and procurement of digital and other security certificates (eg. SSL, website quality certificate etc.) as and when required.
- ix. Designing of a URL shortened for the Embassy.

*<Scope can be extended based on specific requirements>*

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## **Detailed Scope of Work**

### **A. 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.

**B. Website Maintenance:**

- 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. To design and upload banners, iQuery, graph artwork, info graphics and audio - video files etc. on the website.
- vii. Formatting and posting of content updates, images, videos etc. on regular basis. Conversion of documents to required format such as HTML/HTMLS.
- viii. Bug fixing and keeping website (s) secured from all possible cyber-attacks and hackers at all time.
- ix. Security audit as and when required.
- x. Execution of SEO inputs provided by the Department of Commerce.
- xi. Content upload and website support on 24X7 basis.
- xii. Keeping activity log for all web updates.
- xiii. Creation and maintenance of archive section on the website.
- xiv. Trouble shooting.

**C. Website Hosting:**

In case website needs to 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.

### **Validity & Extension of Contract**

The contract will be signed initially for a period of one (1) year. This period will be extended for a further period of two years at the sole discretion of the Embassy on the existing terms and conditions with the written consent of the selected agency. The agency during the period of contract will carry out changes to the website, without any additional cost to the Embassy, as may be necessary [viz., technical, content, design, security features or other parameters] if and when such changes are mandated by the Embassy of India, The Hague, Netherlands.

### **Bids**

A two-bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on 22/12/2022 at 1200 hrs (CET) hrs at Head of Chancery's office (Embassy of India, The Hague, The Netherlands). The Technical Bid will be evaluated by the Bid Evaluation Committee of the Embassy.

### **Minimum Eligibility Criteria:**

- i. Earnest Money Deposit (EMD) of an amount of Rs.7,500/- in the form of Bank Guarantee in favor of Embassy of India, The Hague. The agency should hold valid PAN, Sales tax/GST/VAT registrations.
- ii. A minimum of three financial years of experience in the relevant area such as working with Indian Government websites, including Indian Embassy websites, portals applications and execution of at

- least 10 such works, per year, in the last three financial years.
- iii. The average annual turnover of the agency should be at least INR 50 lacs 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.
  - iv. 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.
  - v. Agency must have filed Tax Returns for the last three years.
  - vi. Agency must be at least a CMMI level 5 or 3 company. However ISO 9001:2015 (Quality Management) and ISO 27001:2013 (Information Security) may also apply.

### **Pre-bid Meeting**

- i. A prospective bidder, requiring a clarification on the Tender document shall notify Embassy of India, The Hague, Netherlands via e-mail to [fspic.thehague@mea.gov.in](mailto:fspic.thehague@mea.gov.in) within the time-frame as indicated in the Data Sheet.
- ii. Embassy of India, The Hague, Netherlands will conduct the Pre-bid Meeting on 15/12/2022 at 1100 hours (CET) virtually to address the submitted queries. Those bidders who want to join the virtual pre-bid meeting must send an email to [fspic.thehague@mea.gov.in](mailto:fspic.thehague@mea.gov.in) to get the meeting link.

## **Uploading Bids**

The bidders shall send their bids by email at [fspic.thehague@mea.gov.in](mailto:fspic.thehague@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. The technical evaluation of the bidders shall be made on the following points:

### Minimum Eligibility Criteria

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

Companies must obtain at least 60% (18 marks) from above said criteria to gain Minimum Eligibility Criteria.

### **Financial round:**

- i. 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.

**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, The Hague, Netherlands 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 Embassy until execution of a contractual agreement.
- iv. The bids shall remain valid for a period of 90 (Ninety) days from the opening of the financial bids.
- 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 Embassy. 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 from future tendering.
- vii. Any notice by one party to the other, pursuant to the Contract shall be sent by e- mail and confirmed in writing to the

addressee 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 via email. 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 Embassy 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.
- 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 Embassy will be final and binding on all bidders participating in this bid.
- xviii. **Earnest Money Deposit:** Bidders are required to submit an Earnest Money Deposit (EMD) of amount of Rs.7,500/- (Rs. Seven thousand five hundred only) in the form of Bank Guarantee in favour of the Embassy of India, The Hague, Netherlands as described in Annexure I.
- EMD will be liquidated by the Embassy 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 Bank Guarantee for the due and faithful performance of contract for a sum of 10% of the total contract price before the signing of Agreement. The Performance 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 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, if any, 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.

**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 Embassy 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 total contract value on each occasion subject to a maximum of 10% of the total contract value in a year.

### **Settlement of Disputes and Arbitration:**

If any dispute, difference or question at any time arises between the Embassy 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 settled by arbitration in accordance with the rules of arbitration of Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

### **FORCE MAJEURE:**

I. The Embassy 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, The Hague, Netherlands shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Embassy shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

**Liquidated damages and termination:**

- In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may liquidate the Performance Bank Guarantee.
- 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 Bank Guarantee may also be liquidated.

### **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 III** of tender document below).

.....Sd

(Name of Officer)  
Head of Chancery  
Embassy of India, The Hague  
Netherlands  
[Tel:00 31703466076](tel:0031703466076)

## Annexure I

Sl. No.	Document	File Type
1	<b>Earnest Money Deposit (EMD) for the amount of Rs.7,500/-</b> in the form of <b>Bank Guarantee</b> in favour of <b>Embassy of India, The Hague, Netherlands</b> Scanned copy of the Bank Guarantee 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 financial 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. <b>(turnover figures must be highlighted)</b>	.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**

### **Financial Bid Proforma**

S.No.	Description of Work	Annual Cost(in Rupees)
1.	Maintenance of Website <a href="https://www.indianembassynetherlands.gov.in/">https://www.indianembassynetherlands.gov.in/</a>	
2.	Taxes (if any)	
3.	Grand Total	

*[Note: No other cost/ amount would be paid over and above the aforesaid proposal amount. Payment will be released on yearly basis based on satisfactory performance.]*

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of the attachments to be submitted, the document (financial bid) which is to be protected with a password, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and should be in PDF format.

**ANNEXURE III**

No Claim Certificate (On company's letterhead)

To,

(Contract Executing Officer)

Procuring Entity.....

**NO CLAIM CERTIFICATE**

Sub: Contract Agreement no. .... dated for the hosting and maintenance of website of Embassy of India, The Hague, Netherlands

We have received the sum of Rs. (Rs..... only) in full and final settlement of all the payments due to us for the hosting and maintenance of website of Embassy of India, The Hague, Netherlands under the above mentioned contract agreement, between us and Embassy of India, The Hague, Netherlands. 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: .....