

**No.Ast/Info/305/01/2021**

**Embassy of India**

Kaskad Business Centre, 4<sup>th</sup> floor

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**Subject: Tender for annual contract for maintenance of the website of Embassy of India in Nur-Sultan.**

Embassy of India in Nur-Sultan (Kazakhstan) seeks to contract services of a firm/agency having minimum three years' experience of developing and maintaining websites, as per Government of India (NIC, Ministry of Information and Technology) guidelines and regulations issued from time to time. Bids are accordingly invited from the eligible reputed agencies.

**2. Scope of Works:** The scope of work includes regular maintenance and updating of the website and is broadly as follows:

- a. Uploading of documents, photographs, hyperlinks, etc. as and when required by the Embassy.
- b. Maintain the website and incorporate mandatory elements as and if required by the Guidelines for Indian Government Websites (GIGW).
- c. Coordination with the NIC and EG&IT Division, Ministry of External Affairs, New Delhi for the server and other related problems/issues as and when required.
- d. To ensure that the website is secured and working all the time. Auditing of website should be undertaken as and when required according to extant guidelines of Government of India.
- e. Any other work not specified above but mandatory and essential for smooth functioning of the website.

**3. Submission of Bids:** Prospective bidders are requested to submit their bids in **two parts** i.e. (i) Technical Bid and (ii) Financial Bid. The last date for submission of duly completed bids is **23<sup>rd</sup> April 2021 (5.30PM)** and should be sent by e-mail to **adm.astana@mea.gov.in** in **.pdf** format.

**A. Technical Bid:** The following documents should be attached with technical bid (*Annexure-I*):

- I. Registration, PAN & GST Certificate.
- II. The firm/agency should be registered and should have existence of at least 3 years.
- III. The firm/agency should have the experience of working with Central or State Government / Indian Missions & Posts abroad/ Public Sector Undertaking and Autonomous bodies for 3 years in website development/ maintenance. Copies of the experience certificates/work orders should be self-attested and submitted.
- IV. Duly signed Bid Security Declaration as specified in Para 7 of this tender document.
- V. A certificate to be submitted from the firm that the firm has not been debarred for award of contract by Govt. of India/ PSUs, etc. during past 3 years.
- VI. Certified copy of Income tax returns for last 3 years (2017-18, 2018-19 and 2019-20).
- VII. Certified copy of last three years' balance sheet showing minimum average annual turnover of Rs. 25 lakhs (2017-18, 2018-19 and 2019-20).
- VIII. Name, address, contact no., designation/capacity of the authorized person assigned on behalf of the firm/agency to represent and sign.

**B. Financial Offer:** The financial bid (*Annexure-II*) should be sent as a separate .pdf file as **“password-protected”** and along with the technical specifications. Those received in any other format and also without having been protected with password, will not be considered and quotation rejected. The password will have to be shared by the bidders exactly on the date and time specified for opening of the bids received by the last date. In the event of unforeseen conditions, the opening may be deferred and new date and time will be accordingly intimated to those who applied by the last date. All the prospective service providers should invariably share the contact details of the person to coordinate in this process. The financial bid should be valid for 3 months from the date of opening.

**4. Late Applications:** Any bid received after the last date and time specified for submission for the same, shall not be accepted under any circumstances. Bids

received after the last date and time shall be summarily rejected and no correspondence in this regard will be entertained.

- 5. Clarification and Amendment:** In case any prospective bidder requires any clarification with regard to the terms and conditions, a written clarification may be sought by email addressed to [hoc.astana@mea.gov.in](mailto:hoc.astana@mea.gov.in) or [admn.astana@mea.gov.in](mailto:admn.astana@mea.gov.in) at any time prior to the deadline for submission of bids, the Embassy may, for any reasons, whether on its own initiative or suitability of its own requirement or in response to a clarification requested by a prospective bidder, modify the terms and conditions by making necessary amendment(s). The amendment(s) will be notified on Embassy's and Ministry of External Affairs' website and will be binding on them. The deadline for submission of bids may also be extended at the sole discretion of the Embassy.
- 6. Undertaking:** The bid must be signed by the authorized person and seal affixed on every page of this notice and thereafter complete signed document must be submitted. An undertaking should be submitted along with the bid indicating that "I/We accept the above terms and conditions. I/We undertake that I/we have carefully studied all the terms and conditions and understand the parameters of the proposed work of the Embassy and shall abide by them. I/we further undertake that the information given are true and correct in all respect and I/we hold the responsibility for the same."
- 7. Bid Security Declaration:** Prospective bidders are required to submit a signed Bid Security Declaration along with their bids to the effect and stating that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the tender document, they will be suspended for the period of one year from being eligible to submit Bids/Proposals with the Embassy of India, Nur-Sultan.
- 8. Evaluation Criteria:** A duly constituted Tender Evaluation Committee will evaluate all the bids received in accordance with the stipulated terms and conditions. List of all the agencies fulfilling the technical requirements will be prepared. The financial bids of only those firms who are found technically qualified on all technical parameters will be opened on the day and time specified. The Committee may seek clarification/additional information from the firm/agency in case it is so required to evaluate the bids and help in decision-making for the purpose of selection of successful service provider. Incomplete and conditional bids will not be accepted and summarily rejected.

## **9. Other Terms and Conditions:**

- i. The selected firm/agency shall not utilize or publicize or disclose or part with any statistic, data or information collected with contract, failing which contract awarded may be cancelled and action as deemed fit may be taken.
- ii. The rates shall remain fixed & valid for a period of contract from the date of acceptance of contract on successful award of the same.
- iii. No terms and conditions other than as stipulated above will be entertained. Bids without acceptance of the terms and conditions stipulated above are liable to be rejected.
- iv. The selected firm/agency shall ensure the compliance of all Statutory Acts and rules including the EPF Act and any other Labour Acts. The Embassy shall not be liable for any financial burden/ liability due to negligence by the contractor or his failure to comply with labour laws or any other Statutory Acts/Rules as per notifications issued from Govt. of India from time to time.
- v. The Embassy reserves the right to accept or reject any or all the bids without assigning any reason thereof. The decision of the Embassy will be final. Bids submitted in the format other than specified and not containing requisite prescribed documents may be rejected.
- vi. All disputes relating to this process shall be referred to sole arbitrator to be appointed by the Embassy, whose decision will be binding on both the parties.
- vii. The work contract is for 1 year initially and may be extended for another 2 years based on work performance of the firm succeeded in getting contract at the same cost and same terms & conditions.
- viii. The successful firm/agency will depute one authorized developer to resolve the issues, if any, at any time as per the requirement of the Embassy. Contact details of the person identified will be shared immediately on signing and acceptance of the contract.
- ix. All disputes arising out of this tender shall be subjected to jurisdiction of Courts at New Delhi.
  - x. Payment would be made on quarterly basis.

**10. Period of Contract:** The period of contract will be initially one year extendable on year to year basis, on the same terms and conditions and rates, subject to satisfactory performance of services and mutual agreement and the sole discretion of the Embassy.

**11. Performance Security:** The successful bidder will have to furnish the performance security equivalent to 3% of the contract amount at the time of entering into contract with Embassy. In case the successful bidder fails to accept and undertake the contract and does not deliver services according to the terms and conditions of the tender, the performance security will be forfeited.

**12. Terms of Payment:** The contract will be awarded to the successful bidder initially for a period of one year. This may be extended for another two years on a yearly basis on the same rates and terms and conditions with mutual agreement. No advance payment will be made. Payment on quarterly basis will be released on submission of invoice for the same at the end of the respective quarter.

**Technical Bid Proforma**

Name of the Agency and address		
Website address		
Phone Numbers		
Fax Numbers		
E-mail		
Contact Person:		
Name		
Mobile No		
Fax No.		
E-mail		
<b>Annual Turnover :</b> <i>(Please enclose copies of Income Tax Returns/Audited Accounts in support of your claim)</i>		
	<b>Financial Year</b>	<b>Turnover (In Rupees)</b>
2017-2018		
2018-2018		
2019-2020		
<b>Registration Particulars</b> <i>( Please give details of registration wherever available/applicable, if any, with self-attested copy of original registration )</i>		
PAN No.		
GST Registration No.		
Registration with Central/State Government agencies		
The ISO 9001-2015 certificate		
The ISO certified CMMI Level-3/5 company		

**Annexure-II**

**Financial Bid Proforma**

S.No.	Description of Work	Annual Cost (in Rupees)
1.	Maintenance of Website <a href="https://www.indembastana.gov.in/">https://www.indembastana.gov.in/</a>	
2.	Taxes (if any)	
3.	Grand Total	
<i>[Note: No other cost/ amount would be paid over and above the aforesaid proposal amount. Payment will be released on quarterly basis based on satisfactory performance.]</i>		