

**High Commission of India  
Kuala Lumpur  
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Tender No: KUA/ISI/302/1/2012

Dated: 1 March 2023

**E-NOTICE: Tender for hosting, re-design and management of website of Netaji  
Subhash Chandra Bose Indian Cultural Centre, Kuala Lumpur (NSCBICC)**

<b>important Dates</b>	
Published date	1/3/2023
Bid document download start date	1/3/2023
Bid submission start date	2/3/2023
Clarification start date	2/3/2023
Pre-Bid meeting [if required; virtual format]	17/3/2023
Clarification end date	21/4/2023
Bid submission end date	24/4/2023
Date of Technical Bid opening	31/4/2023
Date of Technical Presentation	6/5/2023

The bids can be submitted physically or online by email / CPP portal.

High Commission of India  
Kuala Lumpur, Malaysia  
e-mail ID: [hoc.kl@mea.gov.in](mailto:hoc.kl@mea.gov.in)

## **TENDER NOTICE**

The High Commission of India, Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, 53000 Kuala Lumpur, Malaysia invites bids from reputed agencies, for redesign, hosting and maintenance of the website of the Netaji Subhash Chandra Bose Indian Cultural Centre, Kuala Lumpur (NSCBICC).

### **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 NSCBICC website for a duration of three (3) years.
- III. Enhance the website, new pages, application forms, full filling and applications related to NSCBICC for the needs for NSCBICC and MEA needs from 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 consists 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 Mission's requirements, e.g. on the occasion of International Day of Yoga, Republic day / national day events etc.
- VIII. 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).
- IX. Carrying out security audit of the website and procurement of digital and other security certificates (e.g. SSL, website quality certificate etc.) as and when required.
- X. Management of appointment management system.
- XI. Designing of a URL shortened for the NSCBICC.

### **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 NSCBICC.

- 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. 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 empaneled agency.
- VI. Compliance of web standards and guidelines issued by Government of India from time to time and certification by the CERT empaneled agencies, DEITY for GIGW compliance. A cyber audit including a VAPT as per OWASP Top 10 vulnerabilities must be carried out by a CERT impaneled auditor before making the site live.
- VII. Creation of documents including user and technical manuals.
- VIII. Providing training to the users of the NSCBICC.
- IX. Transfer of Source code and other credentials for the website.
- X. Responsive design compatible with all handheld devices and browsers.
- XI. Aesthetic and Modern
- 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 NSCBICC, City / Country if any, for website for the NSCBICC to choose.
- XIV. NSCBICC 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 ICCR .
- 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:**

- I. The maintenance support for three [3] years after the successful launching of the website extendable for 2 more years as per NSCBICC's discretion.
- II. It would include the following:
- III. Maintenance of CMS and technical modifications as and when required.
- IV. Creation of new web pages within existing site as and when required.
- V. Website design changes as and when required.
- VI. Website technical functionality upgrade as and when required.
- VII. Monitoring and maintaining website speed, sign up process, navigation links etc.
- VIII. To design and upload banners, iQuery, graph artwork, info graphics and audio - video files etc. on the website.
- IX. Formatting and posting of content updates, images, videos etc. on regular basis. Conversion of documents to required format such as HTML/HTMLS.
- X. Bug fixing and keeping website (s) secured from all possible cyber-attacks and hackers at all time.
- XI. Security audit as and when required.
- XII. Execution of SEO inputs provided by the Department of Commerce.
- XIII. Content upload and website support on 24X7 basis.
- XIV. Keeping activity log for all web updates.
- XV. Creation and maintenance of archive section on the website.
- XVI. 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 hosed 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 three (3) years. This period may be extended for a further period of two years at a time (with a maximum of two successive extensions) at the sole discretion of the NSCBICC 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 NSCBICC, as may be necessary [viz., technical, content, design, security features or other parameters] if and when such changes are mandated by the Ministry of External Affairs, Government of India.

### **Bids**

A two-bid system (Technical & Financial Bids) will be followed. The technical **bids shall be opened on (3/4/2023) at 1500 hrs** at the High Commission of India, Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, 53000 Kuala Lumpur 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 High Commission.

### **Minimum Eligibility Criteria:**

- I. Earnest Money Deposit: Bidders are required to submit an Earnest Money Deposit (EMD) of amount of 500\$. It must be delivered to the High Commission of India, Kuala Lumpur in the form of Demand Draft/Bank Guarantee in favour of High Commission of India, Kuala Lumpur. The bid security of unsuccessful bidders will be returned to them after the award of the contract. Earnest Money Deposit for the purpose of tender will earn no interest.
- 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 Indian Cultural Centres websites, portals applications and execution of a work of similar nature of projects value worth at least INR 1 Cr - per year, in the last three years.
- IV. The average annual turnover of the agency should be at least INR 3 Cr 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 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 High Commission of India, city/ country via email to (e-mail ID) within the time-frame as indicated in the Data Sheet.
- II. High Commission of India, city/ country will conduct the Pre-bid Meeting on (17/03/2023) at (0300) hours virtually to address the submitted queries.

### **Submission of Bids**

Prospective bidders are requested to submit their bids in two parts i.e. (i) Technical Bid and (ii) Financial Bid. Both the bids should either be sent by email at [hoc.kl@mea.gov.in](mailto:hoc.kl@mea.gov.in) or physical form to High Commission of India, Kuala Lumpur. If the bids are being sent by email, the financial bid should be sent as a separate “**password protected**” .pdf file. The Password of the financial bid will be obtained from the bidders at the time of opening of financial bid.

In the first stage, only technical bids will be opened and examined and only the bidder fulfilling the technical requirements will be selected for opening of financial bids. Any remaining bids will not be processed further. Financial bids of companies qualifying on technical evaluation will be opened in the next stage and the Contract Price shall be criterion for selecting the successful service provider. If the contract price is same for more than one company, the company graded higher by Technical Evaluation will become eligible. Period of bid validity should be at least 180 days from the date of opening of technical bids.

- i. Technical Bid: The bidding agencies are required to submit documents as detailed in **Annexure-I**. Only bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical presentation.
- ii. Financial Bid: To be submitted in the sample format of which may be found at **Annexure-II**.

### **Uploading Bids**

**Physical Bids:** the bidders are required to submit technical and financial bids in two separate sealed envelopes superscribed “Technical Bid” and “Financial Bid”, which in turn is to be placed in an envelope thereafter sealed and superscribed “Tender for NSCBICC – Website Management”. The Earnest Money Deposit of USD 500/- in the form of Bank Draft/Bank Guarantee in favour of NSCBICC must also be attached with the Technical Bid in a separate envelope. Physical bids are to be sent to the following address:

Devender Singh  
Second Secretary/HOC  
Level 1, Wisma HRIH Lotus,  
442, Jalan Pahang, Setapak, 53000

Kuala Lumpur, Malaysia

If the bids are being sent by email, the bidders are required to submit technical and financial bids in two separate .pdf files named “Technical Bid” and “Financial Bid”. The financial bid should be “**password protected**” .pdf file. The Password of the financial bid will be obtained from the bidders at the time of opening of financial bid.

**Technical Evaluation:**

- I. Only the agencies who fulfill the Minimum Eligibility Criteria and submit 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 Mission 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**

Number of Govt. of India website including High Commission/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 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:**

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

i. The minimum qualifying score shall be 75 (out of 100).

**Financial round:**

- i. Only the agencies, who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The date and time for opening of the Financial Bid will be intimated on a later date.
- ii. The bidder will quote their 'per year rate' (exclusive of applicable taxes) for carrying out the entirety of the scope of work. The rates shall be quoted in the Online BOQ sheet (a sample is provided with tender documents as Annexure II)
- iii. 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 Mission 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 High Commission of India, Kuala Lumpur 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 Mission until execution of a contractual agreement

- IV. The bids shall remain valid for a period of 180 (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 Mission. 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 High Commission of India, Kuala Lumpur 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 NSCBICC 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 High Commission of India, Kuala Lumpur 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 Mission for rejection of their bid.

### **Payment terms:**

- I. The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
- II. The agency who has been awarded the contract shall submit the bills within a week of expiry of the billing period. The billing period will be on quarterly basis.
- III. Only applicable taxes shall be applied in addition to quoted rates.
- IV. Agency must procure and provide all the hardware and software required by its project team to enable them to meet the target assignment.
- V. The NSCBICC 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.
- VI. 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.
- VII. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc., decision of the Mission will be final and binding on all bidders participating in this bid.
- VIII. **Earnest Money Deposit:** Earnest Money Deposit: Bidders are required to submit an

Earnest Money Deposit (EMD) of amount of 500\$ in a separate envelope along with the Technical Bid. in the form of Demand Draft/Bank Guarantee in favour of NSCBICC, Kuala Lumpur The bid security of unsuccessful bidders will be returned to them after the award of the contract. Earnest Money Deposit 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.

IX. The Agency has to provide services on a 24 x 7 basis.

X. 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 10% 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 10 percent of the contract value.

### **Penalty Clause:**

- i. If the bidder withdraws or alters the bid before the expiry of bid validity period, High Commission 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 NSCBICC 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 Mission and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the NSCBICC 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 NSCBICC 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 Kuala Lumpur.

### **FORCE MAJEURE:**

- i. The NSCBICC 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 Netaji Subhash Chandra Bose Indian Cultural Centre, Kuala Lumpur (NSCBICC), 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 NSCBICC 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 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 Mission 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 IV** of tender document below).

Sd/-  
(Devender Singh)  
Head of Chancery  
High Commission of India,  
Kuala Lumpur (Malaysia)  
Tel: +6 03 4026 9898  
e-mail: [hoc.kl@mea.gov.in](mailto:hoc.kl@mea.gov.in)

## Annexure I

S. No.	Document	File type
1	<b>Earnest Money Deposit (EMD) for the amount as decided by the mission, in the form of Demand Draft/Bank Guarantee in favour of Netaji Subhash Chandra Bose Indian Cultural Centre, Kuala Lumpur (NSCBICC)</b> Scanned copy of the Demand Draft/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 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

Tender Inviting Authority: NSCBICC, Kuala Lumpur

Name of Work: Redesign and maintenance of the website/web pages of NSCBICC, Kuala Lumpur, Malaysia

Contract No: .....

Name of the bidder/Bidding firm/Company:

<b>Price Schedule</b>			
(This BOQ template must not be modified/replaced by the bidder and the same should be submitted after filing the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)			
<b>Number</b>	<b>Text</b>	<b>Number</b>	<b>Text</b>
Sl. No.	Item Description	Basic Rate per year in figure to be entered by the bidder is US\$	Total Amount in Words
1.			US\$ only
Total Rate per year inclusive of taxes (In Figures)			
Quoted Rate in Words			

**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

### **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 covers in which the bid documents have to be submitted, 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 generally, they can be in PDF/ XLS/ RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use " My Space" or " Of her Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 4) 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 official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, 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.
- 5) Bidders are requested to note that they should necessarily submit their financial bids

in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking " Freeze Bid Submission" in the portal}, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**ANNEXURE IV**

Annexure 21: 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 Netaji Subhash Chandra Bose Indian Cultural Centre, Kuala Lumpur (NSCBICC)

We have received the sum of US\$. (US\$.....only) in full and final settlement of all the payments due to us for the redesigning and maintenance of website of NSCBICC, City / Country under the above mentioned contract agreement, between us and NSCBICC, City / Country . 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: .....