TENDER

FOR

SUPPORT & MAINTENANCE OF OFFICIAL WEB SITE OF MPEDA (mpeda.gov.in)

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY (MPEDA)

(Ministry of Commerce & Industry, Govt. of India)

MPEDA HOUSE, PANAMPILLY NAGAR, KOCHI – 36

(Ph: 91-484-2310160, e-mail: ho@mpeda.gov.in)

NOTICE INVITING TENDER

EDP-WEB/MGOV/1/2022 12/01/2023

MPEDA invites e-tenders under Two Bid System viz. Technical Bid and Financial Bid from reputed Agencies having expertise in design, development (in English and Hindi), hosting and maintenance of website & web related software and uploading as per the Government guidelines, for the maintenance of MPEDA web site. The details of requirements and terms & conditions are available in the E–procurement portal https://eprocure.gov.in/eprocure/app and MPEDA Website: https://mpeda.gov.in. Dead line for submission of bid: 1400 hrs on 02/02/2023. All bids must be accompanied with a scanned copy of bid security (in PDF format), as mentioned. The bids are required to be uploaded in two separate parts i.e. Technical bid & financial bid. The Technical bid will be opened at 1130 hrs on 06/02/2023 at the MPEDA Head Office at the address given above. The financial bids of bidders whose Technical bids get qualified will be opened at 1130 hrs on 24/02/2023.

(K S PRADEEP, IFS)
Secretary

SUPPORT AND MAINTENACNE OF MPEDA WEB SITE (mpeda.gov.in)

Marine Products Export Development Authority (MPEDA), a Statutory body under the Ministry of Commerce and Industries, Government of India, intends to take services from firms / agencies having experience in design, development, hosting and maintenance of website in bilingual as per NIC (Government of India) guidelines and regulations from time to time for the maintenance of their existing web site.

The official web site of MPEDA, https://mpeda.gov.in is developed in PHP / MySQL and is hosted in NIC cloud, New Delhi.

Key Events and Dates:

Tender Notice No	EDP-WEB/MGOV/1/2022
Earnest Money Deposit EMD	Rs.30000/- (Rupees Thirty thousand only)
Tender publishing Date	12/01/2023
Prebid meeting	19/01/2023 1100 hrs
Last date for clarification if any,	19/01/2023 1100 hrs
Last date and time of online submission of (Technical & Commercial)	02/02/2023 1400 hrs
Date and time of opening of Technical Bids-Online	06/02/2023 1130 hrs
Presentation by qualified bidders	21/02/2023
Financial Bid opening	24/02/2023 1130 hrs

A. PRE-QUALIFICATION CRITERIA

Eligibility Criteria: Bidder should qualify the following eligibility conditions:

i. The firm shall be legal entity as per the GOI regulations and laws.

ii. The firm should have 50 Lakh turnovers each during the last 3 financial years ending on 31/03/2022.

iii. The firm shall have a minimum of three years experience in similar works (design, development & providing maintenance and management services for websites/portals/ web applications).

iv. The firm should have executed at least 2 similar contracts of websites for the Central / State Govt. Ministries / Departments

v. The firm should have developed and hosted at least two web sites in bilingual (Hindi and English)

vi. The firm should have experienced team having qualifications such as BE/B.Tech/MCA/Graduate in Information Technology or Computer Science related field (Please furnish the bio-data covering details of qualification and work experience).

vii. The firm shouldn't have been blacklisted by any Government body/ Semi-government body/ PSU/Central or State Autonomous body during the past 5 years.

viii. The firm must have GST registration, PAN and should be income tax assessee.

Relevant documents supporting eligibility criteria are to be submitted along with the technical bid. The work completed / satisfactory report of the concerned Department / Organizations is mandatory for (iii), (iv) and (v) of the eligibility criteria.

B. SCOPE OF WORK

The scope of work includes regular maintenance as per Government guidelines and updating of the website. Details of various elements of the scope of work are as follows:

1. The website Maintenance would include Development / updation / Improvement of the existing web site. The contract includes, content updation, Layout changes and designing new static and dynamic pages as per the requirement of MPEDA, including development of new forms & reports of various modules as needed from time to time as required by MPEDA. Quarterly changes in the layout to be undertaken by the agency by suggesting suitable designs and getting the approval of MPEDA. It would also include additional pages-static and dynamic, uploading of files, images etc. and all type of works instructed by the Competent Authority of MPEDA from time to time.

2. The web site is to be hosted in a new server in NIC Cloud.

3. Compliance for GIGW and other Government guidelines: The Vendor has to complete the formalities for compliance of Government guidelines (GIGW guidelines are available at https://guidelines.india.gov.in), security audit through CERT-In

empanelled auditors etc. Security audit as per statutory requirements, as and when required; Obtain Security clearance certificate by CERT-In empanelled auditors, GIGW and STQC compliance certificate, as and when required. (Necessary charges for the compliance certificates to the authorized agencies will be borne by MPEDA).

4. Coordination with the NIC team for the server related problems/issues, if required.

5. Technical support for the Security Auditing of websites and installation of SSL certificate whenever required. MPEDA would facilitate SSL certificate.

6. The website is to be made and maintained "Accessible to All", (i.e. Divyangjan friendly).

7. Maintenance of the Hindi and English versions for 2 years. (The translated Hindi contents will be provided by MPEDA as and when required).

8. The existing site/server details: Lynux, LiteSpeed Web Server, PHP front end, MySQL version 10.2 back end, Wordpress Content Management System. (The site is to be hosted in the new server with latest specifications after necessary modifications and security compliance as per Government guidelines).

9. The Vendor shall provide the complete backup of the data and also take back up on regular basis. Vendor will collect back up of MPEDA website from NIC Cloud servers as and when required.

10. The Vendor also has to provide all technical support to MPEDA related to Software including hosting and fixing of server vulnerabilities, in case requirement arises.

11. The Vendor would work closely with MPEDA and designate a team to provide the requested job in a timely and professional manner.

12. The Vendor shall undertake modification, beautification (wherever deemed appropriate or required), social media Integration and updation of the content to the utmost satisfaction of MPEDA. The Vendor will have to convert any material sent in any soft copy format to any other formats as and when necessary, before hosting.

13. The bidders who are currently registered with MSME/NSIC for providing services as mentioned in this tender or Startup as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for exemption from EMD and financial

turnover mentioned in A(ii). Eligible bidders shall submit MSME/NSIC/Start-up certificates to be considered for the above exemption.

C. SUBMISSION OF BIDS

Bidders are advised to study the Bid document carefully. The bid along with the necessary documents should be submitted online through Central Public Procurement Portal (CPPP) website: https://eprocure.gov.in/eprocure/app (after log in to the portal using Digital Certificate) in two bid systems i.e. (i) technical bid and (ii) financial bid not later than the date and time specified in the Schedule. Prospective Bidders are advised to follow the instructions provided in the "General Instruction to Bidders" for e-submission of the bids online through CPPP for e-Procurement at https://eprocure.gov.in/eprocure/app. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Tender sent by any other mode will not be accepted. All bids must be accompanied with a scanned copy of bid security (EMD). In case bidder has any problem in uploading the scanned copies of documents for payment of bid security, he/she must submit the copy of original bid Security at MPEDA Head Office address before opening of bid. The bid Security (Demand Draft drawn in the name of "Secretary, MPEDA, Kochi") shall be deposited in "ORIGINAL" in a sealed envelope before bid opening date and time to the address given above.

E. BIDDING PROCESS

Technical Bids of all Bidders shall be evaluated to determine as to whether they meet the Minimum Eligibility Criteria of the tender document for undertaking the Project. Once it is determined that the Bidder fulfils the Minimum Eligibility Criteria and the Bid is responsive, those bidders have to make a Presentation at MPEDA Head Office before the evaluation Committee. The evaluation shall be based on the technical and financial parameters. The weightage for the technical parameters shall be 70% and the financial parameters shall be 30%.

Technical Weightage (St): The marks scored by the bidder in technical evaluation shall be calculated to 70 points as below:

St = T*0.70 where T is the Technical score awarded to the bidder as per Technical Evaluation Criteria

Financial Weightage (Sf): The marks scored by the bidder in financial evaluation shall be calculated to 30 points as below:

The Commercial scores of all the other proposals will be determined by

Sf = 30 * Fm/F (Fm = Lowest evaluated tender cost, F = value of Commercial proposal under consideration).

Final Selection: Proposals will be ranked according to their combined technical (St) and Commercial (Sf) scores. The combined technical and Commercial score shall be calculated as S = St + Sf.

The technical evaluation criteria are broadly defined as under.

	Evaluation Criteria	**Max Marks**	
1	Experience in Design, Development of dynamic web sites in PHP-MySQL/MariaDB/PostgreSQL during the last 3 years (Minimum 2 similar web sites @ 5 marks for one site)	15	Work order copies & work completion certificates
2	Experience in hosting sites in NIC Cloud (@10 marks for one site)	20	Letter of authorized officer of the concerned organization/ department.
3	Quality Certification - ISO 9001:2008 /CMMi level 3 /4 /5	10	Copy of certificate
4	Experience in obtaining STQC certification for web sites/portal (@10 marks for one site)	20	Letter of authorized officer of the concerned organization/ department. STQC/GIGW compliance certificate of Authorized agency
5	Experience in developing Divyangjan friendly web sites (For 1 site, 05 marks for one site, 08 marks for 2 sites, 10 marks for 3	10	Letter of authorized officer of the concerned organization/

	and above sites)		department.
6	Presentation and innovative suggestions for improving the existing web site	05	
7	Experience of team for the project Project head having qualifications such as BE/B.Tech/MCA/Graduate in Information Technology or Computer Science related field with 5 years experience in development / management of web sites / portals. Developers (2 numbers) having qualifications such as BE/B.Tech/MCA/Graduatein Information Technology or Computer Science related field with 2 years experience in development of web sites in PHP-MySQL /MariaDB/ PostgreSQL and bilingual (@05 marks).	20 (total) 10 10	CVs and experience certificate of the personnel
	Total	100	

The bidders who got 70 marks or above will only be considered for further evaluation

F. THE OTHER TERMS AND CONDITIONS OF EVALUATION CRITERIA ARE AS UNDER:

a. If deemed necessary, MPEDA in its sole discretion can make required variations in the cut off points for technical evaluation including criteria for technical evaluation.

b. The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.

c. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

d. The AMC will start from the date of award of contract for the period of two years. MPEDA will be at discretion to extend the Annual Maintenance Contract further for a period of one more year at same rates, terms and conditions.

e. Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

f. The content updation and modifications as per the instructions of the Competent Authority and Ministries are to be completed on the same day or next day.

g. All works assigned by MPEDA during the quarter are required to be completed before submission of the invoice and the completion report is to be submitted with the invoice.

h. Please note:

    - There should be no mention of prices in any part of the bid other than the financial bids.
    - Unit prices for each component of the financial proposal should be mentioned. Any spelling mistakes or incomplete information furnished would invite for a disqualification of the bid
    - In the commercial bid if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words will prevail.
    - Basic price and GST should be shown separately in the commercial bid. If no segregation is given, it will be presumed that the price includes the applicable GST element.
    - Substantially Responsible Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.

G. AWARD OF CONTRACT

The contract will be awarded to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid. The contract period is 24 months.

H. PERFORMANCE SECURITY

1. Within 14 days of receipt of the Work Order from the MPEDA, the successful Bidder shall furnish a Security in the form of a Bank Guarantee to MPEDA from Nationalized / Scheduled bank for an amount of 3 percent of the Contract within 14 days of finalisation of the tender proceedings sum as per format prescribed at Annexure.

2. The validity of the Performance Security as per the Notification of Award for work shall be up to the end of the contract period with 60 days after expiry of contract period / beyond date of completion of all obligations including warranty obligations, whichever is late.

3. Failure of the successful Bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the MPEDA may make the Award to the next lowest evaluated Bidder or, call for new Bids.

I. PAYMENT

1. The AMC payment will be on quarterly basis at the end of every quarter on submission of invoice and report on the work done during the quarter of the AMC, as given below:

AMC Period	Quarter	Payment	
First year	1st Quarter	40% of the bid amount for first year and on completion of Hosting of the site in NIC Cloud, after clearance of security audit and GIGW/STQC compliance certification.	
	2nd Quarter	20% of the first year bid amount.	On completion of the work assigned to the satisfaction of MPEDA, during the quarter.
	3rd Quarter	20% of the first year bid amount.	
	4th Quarter	20% of the first year bid amount.	

Second year	1st Quarter	25% of the second year bid amount.	
	2nd Quarter	25% of the second year bid amount.	
	3rd Quarter	25% of the second year bid amount.	
	4th Quarter	25% of the second year bid amount.	

2. No inertest will be paid for delayed payments
3. Payments will be made after all statutory deductions applicable.

J. TERMS AND CONDITIONS

1. The existing source code and data will be provided to the successful bidder (Hereinafter referred as Agency) for the maintenance and they have to share source code with MPEDA from time to time during the period of contract.
2. All material/ product and related codes should be property of MPEDA and the Agency should have no claim over the same in future.
3. All content should be stored and kept confidential and should not reuse/ replicate/ transfer to anyone else. The Agency should provide all admin/ user manuals. They should also provide support for all future upgrades/ initiatives of MPEDA related to website.
4. The Agency should rectify any error found in the existing site.
5. The bidders will have to submit an interest free, refundable Earnest Money Deposit (E.M.D.) of Rs. 30000 /- (Rupees thirty thousand only).
6. The Agency shall not sublet whole or part of the work to any other agencies.
7. The Agency shall execute, comply and organize the function, in accordance with the contract to the complete satisfaction of MPEDA.
8. In case of default on the part of the Agency in carrying out any order, MPEDA shall be entitled to get the work done by any other persons and all expenses consequent thereon or incidental thereto shall be borne by MPEDA and will be deducted by the MPEDA from any money due or it may become due to the Agency.

9. The decision of the MPEDA in the matter arising out of this contract shall be final and binding in regard to all matters relating to the contract.

10. All cases/proceedings relating to any dispute or claim arising out of or any case of performance of this contract shall be dealt with by courts having jurisdiction in Ernakulam, Kerala.

11. In the event of the Agency committing breach of any of the above terms and conditions or the services of the Agency being found to be unsatisfactory, the contract can be terminated by MPEDA even before the expiry of the period of agreement by giving 15 day's notice to the Agency. Even otherwise the MPEDA will have the right to terminate the engagement of Agency by giving one month's notice.

12. The MPEDA shall have right to issue addendum to tendered documents to clarify, amend, modify supplement or delete any of the condition, clause or items stated therein. Each addendum shall form a part of the original invitation to tender.

13. The successful bidder will have to sign a contract agreement with the authorized official of the MPEDA on a Rs. 200/- non-judicial stamp paper. All the terms and conditions, scope of work etc. contained in the tender documents shall form part of and shall be taken as if they were included in contract agreement to be executed with the Agency.

14. The MPEDA reserves the right to accept or reject tender without assigning any reason thereof. The MPEDA in this regard will entertain no claim or complaint.

15. Tender document should be signed on all the pages by the Authorized signatory along with seal of the firm.

16. Resolution of the Company (if the Tenderer is a Company) authorizing the person signing the Tender, to sign the Tender on behalf of the Company is to be provided.

17. In the event of the Agency committing a breach of the contract the MPEDA is entitled to receive from the Agency compensation to the extent of loss incurred as determined by the MPEDA for any loss or damage caused to the MPEDA.

18. The Maintenance contract shall be awarded for a period of 2 years and upon satisfactory performance at the end of the term, the MPEDA may renew the same for one more year with the same cost, terms and conditions.

19. The bidder should reserve a minimum qualified dedicated team (offsite, if required by MPEDA) for the maintenance to carry out the work smoothly.

K. TIMELINES FOR THE FIRST QUARTER

	Activities	Time frame
1	Award / Acceptance of the order	T
2	Furnish Performance Security	T + 2 weeks
3	Signing of Agreement	T + 2 weeks
4	Completion of Security Audit by CERT-In empanelled Agency	T + 10 weeks
5	Completion of GIGW/STQC compliance certificate	T + 10 weeks
7	Hosting in new Server	T + 11 weeks
8	Content Updation and other work as per the scope of work	As and when required

L. LIQUIDATED DAMAGES FOR DELAY

If the Contractor fails to execute the work properly on time, the Contractor shall pay liquidated damages to MPEDA at the rate of Rs.250/- per day for delay or part thereof subject to maximum of 5% of the contract value. MPEDA may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract.

M. INDEMNITY

The bidder shall indemnify and keep indemnified MPEDA against all losses and claims, including statutory claims which may accrue in relation to the execution of contract or in respect of the personnel involved thereon.

Technical Bid Format

1. Name of the Organization:
2. GST Number:
3. PAN Number:

4. Details of dynamic web sites done in PHP / MySQL:

Project Name	Name of the Client	Description of Work	Technology used

5. Details of Government Clients/Projects

Web site Name	Name of the client	Description of work	State/Central Govt

6. Details of Bi lingual web sites done

Web site Name	Name of the client	No. of Hindi pages	Translation tools used, if any

7. Details of web sites hosted by the vendor in NIC Cloud

Web site Name	Name of the client	Server (VM) details	Name/ office of NIC officer

8. Details of web sites which are made GIGW/STQC compliant by the agency

Web site Name	Name of the client	Certificate No and date	Name of the Agency who awarded the certificate

9. Details of web sites which are made Divyangjan friendly by the vendor

Web site Name	Name of the client	Main things done for making the site Divyangjan friendly

10. Details IT professionals

Name	Designation	Qualification/(s)	Experience with period

11. Documents attached

	Description	Yes / No
i.	Copy of Company Registration	
ii.	Copy of GST	
iii.	Copy of PAN	
iv.	Work completion / Satisfactory report for Sl. No. 4 in Technical Bid	
v.	Work completion / Satisfactory report for Sl. No. 5 in Technical Bid	
vi.	Work completion / Satisfactory report for Sl. No. 6 in Technical Bid	
vii.	Document evidence for Sl. No. 7 in Technical Bid	
viii.	Document evidence for Sl. No. 8 in Technical Bid	
ix.	Document evidence for Sl. No. 9 in Technical Bid	
x.	Document evidence (CVs, experence certificate) for Sl. No. 10 in Technical Bid	
xi.	EMD details / Document for EMD exemption	
xi.	Letter from Chartered Accountant / Auditor of the organization confirming that the organization has more than Rs.50 lakh turnover during the last three consecutive financial years ending on 31/03/2022.	
xii.	Complete set of Tender document duly signed by the Bidder or his authorized signatory	

xiii.	Self certification of the bidder to the effect that the firm has not been blacklisted by any Government body/ Semi-government body/ PSU/Central or State Autonomous body during the past 5 years.	

Signature
Name & Designation

Date:

Company Seal

Annexure

Form of Performance Bank Guarantee/Bank Guarantee

BG No.:……
Date…….

From	To
The Name of the Bank	The Marine Products Export Development Authority, Panampilly Nagar Kochi-682036

In consideration of the Marine Products Export Development Authority, Panampilly Nagar, Kochi-682036 (hereinafter called "MPEDA") having offered to accept the terms and conditions of the proposed agreement between The MPEDA……and…… (hereinafter called "the Contractor(s)" for the work……. (hereinafter called "the said agreement'') having agreed to production of an irrevocable Bank guarantee for Rs…… (Rupees…….only) as a security/guarantee form the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We …….. (hereinafter referred to as the ''Bank'') hereby undertake to (Indicate the name of the Bank) Pay to the MPEDA an amount not exceeding Rs…… (Rupees…… only) on demand.

2. We…(indicate the name of the Bank) ……. Do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the MPEDA stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs…… (Rupees……only).

3. We, The said Bank, further undertake to pay to the MPEDA any money so demanded notwithstanding any disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating

thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment. 32

4. We (indicate the name of the Bank) …… further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the MPEDA under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We……(name of the bank)…… further agree with the MPEDA that the MPEDA shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MPEDA against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the MPEDA or any indulgence by the MPEDA to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

6. We ……(Name of the bank)……. lastly under take not to revoke the Guarantee except with the previous consent of the MPEDA in writing. This bank Guarantee on the Bank or its successors or permitted assigns.

7. We……(Indicate the name of the Bank)…… lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the MPEDA extended on demand by the MPEDA. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs…….(Rupees……..only), and unless a claim/demand is made on the bank in writing on or before

……all your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities there under.

Authorized Signatories of the Bank with name and Seal

Name of the Officer:

Designation: Code if any:

Date:

Place: