



**TURKS AND CAICOS ISLANDS
TELECOMMUNICATIONS COMMISSION**

INVITATION TO TENDER

WEBSITE HOSTING & MAINTENANCE

OF

(www.telecommission.tc)

September 15, 2016

PUBLIC NOTICE 2016-6 (revised)

Table of Contents

INTRODUCTION2

PART A: INSTRUCTIONS TO TENDERERS2

Tender Submission.....2- 4

PART B: GENERAL REQUIREMENTS5

PART C: SCOPE OF SERVICES5-7

PART D: CONTRACT AWARD8

APPENDIX 1: TENDER EVALUATION CRITERIA9

Pre-Qualification Criteria9

Technical Criteria 10

Price Criteria 10

Overall Score..... 11

APPENDIX 2: CONTRACT AGREEMENT..... 12-13

APPENDIX 3: TENDER ENVELOPE LABEL 14

INTRODUCTION

1. This Invitation to Tender (ITT) relates to the redesign, hosting & maintenance of www.telecommission.tc through contracted website developers; The ITT outlines the general description and requirements and is issued for *eligible service providers* to submit tenders in response to this tender notice.
2. **The full set of Tender Documents consist of the following:**
 - **Published Tender Notice**
 - **PART A – Instructions to Tenderers**
 - **PART B – General Requirements**
 - **PART C – Scope of Services**
 - **PART D – Contract Award**
 - **APPENDIX 1 – Tender Evaluation Criteria**
 - **APPENDIX 2 – Contract Agreement**
 - **APPENDIX 3 – Tender Envelope Label**
 - **Any Issued Addendum**

PART A: INSTRUCTIONS TO TENDERERS

Tender Submission

3. Tenders shall be submitted as follows: One (1) tender documents clearly label.
4. Tenders must be enclosed in a sealed envelope with the Tender Envelope Label, Appendix 3, attached firmly to the front. No additional marks should be placed on the envelope. Tenderers are responsible for ensuring their tenders are complete and reaches the address as stated on the Tender Envelope Label no later than **3.00 p.m. Turks and Caicos Island time, Monday, October 3, 2016.**
5. Tenders will be opened and considered at the schedule Board meeting at the address as stated on the Tender Envelope Label.
6. It is the Tenderer's responsibility to ensure that their tender is received on or before the timing of tenders. Tenders received after the submission deadline will be rejected and returned unopened to the Tenderer stamped "**LATE TENDER.**" Late tenders delivered packages will be returned unopened to the addressee on the courier receipt. If no return address is provided, such tenders will be opened to determine a return address.
7. Telegraphic tenders, tenders by Telex, by fax or by e-mail will **not** be accepted. Tenders may be revised, modified or withdrawn in writing, prior to the submission closing time

specified. The revised or amended tender should state that it supersedes the previous submission, identified as “**Revision to Tender**”, provided that such revision is received before the date and time stipulated. Tenderers will not be allowed to withdraw or modify their tenders after the deadline for submission. No tender may be altered or amended after tenders are opened.

8. Tenders shall be submitted in English.
9. All prices tendered must be in United States Dollars (US\$) including all discounts, applicable fees and charges (TCI taxes and duties do not apply).
10. All tender prices must be valid for at least *ninety (90)* calendar days from the tender submission date.
11. Tenderers are required to submit a copy of their current Business License Certificate in the appropriate category.
12. All queries and clarifications regarding this tender shall be submitted in writing, preferably via e-mail, and directed to:

John Williams
Director General
TCI Telecommunications Commission
Providenciales
Turks and Caicos Islands
Tel: (649) 946-1900
E-mail: johnwilliams@tcitelecommission.tc

13. The deadline for the submission of queries and requests for clarification from Tenderers is no later than **ten (10)** calendar days before the tender submission date. Responses to queries will be circulated to all parties who obtained the tender documents in the form of an addendum. All addenda issued by the TCI Telecommunications Commission (Commission) prior to the tender submission date shall be attached to and shall form part of the Tender.
14. Tenders shall be submitted based on the services and details shown or specified in the ITT.
15. **Information and Descriptive Literature:** Tenderers must furnish all information requested in the tender.
16. **Tender Submittal Costs:** All costs associated with the submission of the tender is the sole responsibility of the Tenderer. The Commission shall in no way be liable or obligated for any costs accrued to the Tenderer in submitting the tender.
17. **Scope of Services:** If no specific reference is made to the Scope of Services, **PART C**, in the tender submission, it will be assumed that all requirements will be met. All tender

submittals must clearly state with specific detail any variations to the requirements. Any such variations to the tender may be subject to rejection by the Commission since the tender does not meet the exact requirements of the Commission.

18. **Delivery Schedule:** The term of this contract is expected to run for a period of two months from the execution of the contract.
19. **Default:** Failure of the Tenderer to deliver the services as stipulated in the scope of services, unless varied in writing by the Commission, shall constitute contract default. Failure to deliver at the administrative support will result in the Tenderer having to repay the Commission for each event. Such amounts shall be deducted from payments due to the Tenderer at the time of settlement. The contract may be cancelled or annulled by the Commission in whole or in part by written notice of default to the Tenderer upon continued default, nonperformance or violation of contract terms.
20. **Invoicing and Payments:** The Tenderer shall invoice the Commission on a monthly basis. Payment will be subject to the Commission being satisfied that the Tenderer has performed their duties, obligations and responsibilities under this Contract.
21. Tenderers shall have no interest in any tender other than their own, and they shall have no connection with any person, firm or corporation making a tender for the same services.
22. Tenderers shall also note that:
 - Incomplete tenders and those that do not comply with the Scope of Services or do not conform to the ITT may be subject to rejection and disqualification.
23. The Commission may declare tendering void when none of the tenders comply with the ITT and/or scope of services or when it is evident that there has been a lack of competition and/or that there has been collusion amongst Tenderers and/or other participants.
 - The Commission reserves the right to accept or reject any tender received.

PART B: GENERAL REQUIREMENTS

These general guidelines apply to all services specified in this tender package.

- The successful Tenderer shall be responsible for delivering the services according to the scope of services included in the tender document.
- It is the responsibility of the Service Provider to ensure that services are delivered in accordance with the requirements of the ITT.
- The Tenderer shall provide information on resiliency provisions, including how system outages and other disasters will be defended against, as well as system recovery and escrow procedures in the event of disasters.
- The Tenderer must include documentation that demonstrates the technical and administrative capabilities of the hosting and maintaining the Commission's website competently.
- The Tenderer shall provide the legal name of the organization (as officially registered in its principal place of business), along with its physical address, telephone and fax numbers. In support of this, Bidders must provide a certified copy or extract of the business registration, certification, or law that demonstrates the organization's legal status.

PART C: SCOPE OF SERVICES

1. Search engine optimization for priority search result ranking (using key search words etc)
2. Clean and organised listing of activities of the Commission to include uploading of Tenders and other Notices etc.
3. Website should be built using current cross-platform coding applications.
4. The website should be compatible with ALL desktop and Mobile browser types with automatic detection and scaling.
5. Ability to Upload and manage departmental information (e.g. PDFs, pictures, etc) via a secure administrative control panel or portal.
6. Ability to Add/Edit/Delete files uploaded via option 5 above.
7. Site-wide Search Engine facility for easy location of specific information.
8. The entire website should be dynamic in nature with CMS (Content Management System). The content management infrastructure should give the flexibility to modify the design.
9. Successful bidder will have to pass full design validation from the Commission before final design is accepted.

10. The Overall design, theme, flow and layout of the website and all its related functions MUST follow best practices for presentation, appearance, usage and overall functionality (i.e. Simple and clean is better than over-complicated animation and flashiness).
11. The Website Administrator should have FULL access and control over the entire structure and content via a secure management portal.
12. Dynamic content like News & Events should be easily uploaded or linked to appear on Homepage with *Read more* click-through links that open up to News and Events page. This content MUST be date stamped to enable same to be shifted automatically to the Archive section of website for historic retrieval when needed.
13. There should be a Site Map for easy navigation of website. This must be clearly defined and structured.
14. Archive pages/section: For all non-current uploaded news, events, meeting, photos, and documents. This section/pages MUST be searchable via date and subjects as needed.
15. Page/Content Visit count log. There should be an active record kept of unique page visits thus enabling stats to be ran for Most popular page visited, most link clicked etc.
16. Photo Gallery: Administrator controlled dynamic gallery containing relevant photos. This gallery should be organised by categories and dates to allow for accurate management of photo content.
17. Contact Us page/Links: This area/section of the website should contain all the relevant contact information pertaining to the Commission. Links to Facebook, Twitter and other related Social media sites used by the commission should form a part of this section/feature of the website.
18. Dynamic Event calendar. This Online Calendar should list by date past, present and future events deemed relevant to the Commission. The ability to live-link this calendar with the Commission's MS Exchange calendar would be a plus.
19. Organization Chart: *details shall provide by the Commission.*
20. The Fonts used for headers and subject texts should be standardised across the entire website for consistency and conformity (i.e. Header font should be the same on all pages, the same applies to paragraphs etc). All content (informational and legal) should be in UK English unless deemed otherwise.
21. Online recruitment system: Registered users (consultants and potential staff, etc)
22. Website Security is of the highest priority and must be demonstrated prior to final acceptance by the Commission. Such security must be sourced from reliable and sustainably-secure provider.
23. A YouTube enabled page should also form a part of the website thus enabling the Commission to, via YouTube, to create and upload infomercials and other relevant videos such as Seminars, Workshops, how-to guides etc.

Training and Maintenance Support:

24. Bidder will provide training at the Commission's premises to 7 staff people without any extra cost.
25. The website module should have free support/facilitation for a period 3 months from the date of commissioning the website.

PART D: CONTRACT AWARD

1. Subject to the evaluation of the tenders, the Commission will award the Contract to the Tenderer whose tender has been determined to be substantially responsive. This Tenderer shall be invited for further negotiations.
2. The Commission does not bind itself to accept the lowest priced tender.
3. The Commission reserves the right to annul the tender process and reject all tenders at any time prior to award of the Contract, without thereby incurring any liability to the affected Tenderer(s) on the grounds for the actions of the Commission.
4. Prior to the expiration of the bid validity period, the Commission will notify the Tenderers in writing as to whether Commission is considering their tender and wishes to negotiate details of the Contract in accordance with the General Requirements and Technical Specifications of this tender.
5. The preferred bidder will be required to enter into a Contract approved by the Commission. The draft Contract, **Appendix 2**, is attached.
6. The Commission reserves the right to annul a notice of award of Contract, without liability, if during contract negotiations the preferred bidder (i) proposes any change substantially different from that contained in the Invitation to Tender or (ii) is unable to comply with any pre-condition to execution of the Contract.
7. The Commission reserves the right to terminate the Contract by written notice if the Service Provider fails to meet the terms and conditions of the Contract.

APPENDIX 1: TENDER EVALUATION CRITERIA

Pre-Qualification Criteria

Item	Requirement		Yes	No
1.	I have enclosed a completed signed copy of the attached Certificate of Non-Collusion	Optional	<input type="checkbox"/>	<input type="checkbox"/>
2.	I have enclosed copies of: - Copies of current Business License Certificate in the appropriate category (or receipt of payment), Certificate of Good Standing (<i>if a Limited Company</i>) or Certificate of Registration (<i>for other entities</i>).	Required	<input type="checkbox"/>	<input type="checkbox"/>
3.	I certify that neither I nor any of the other Directors or Principals of the Company have any conflict of interest within this tender	Required	<input type="checkbox"/>	<input type="checkbox"/>
4.	I certify that no Contracts with the Company have been cancelled for non-performance in the last 5 years	Required	<input type="checkbox"/>	<input type="checkbox"/>
5.	I declare that no bankruptcy or insolvency proceedings are held against the Company or its Principals	Required	<input type="checkbox"/>	<input type="checkbox"/>
6.	I declare that there is no litigation against the Company, its Principal(s) or as a Service Provider	Required	<input type="checkbox"/>	<input type="checkbox"/>
7.	I have enclosed proof that National Insurance Board and National Health Insurance Contributions are up to date (<i>letters of good standing</i>).	Optional	<input type="checkbox"/>	<input type="checkbox"/>
8.	I have included comments on the Draft Contract to improve the Contract between the Commission and the Tenderer (<i>if no comments are attached it is understood that the Tenderer will be content to agree the Contract without amendments</i>).	Optional	<input type="checkbox"/>	<input type="checkbox"/>
9.	Any other supporting information that will justify your tender prices	Optional	<input type="checkbox"/>	<input type="checkbox"/>

I certify that I have read the whole of the Invitation to Tender and that the above information is true and correct.

Signature of Principal of Service Provider

Date

Print Name

Capacity

Technical Criteria

The technical proposal will be evaluated using the criteria below:

	Description	Maximum points
1	Demonstrate that the company has sufficient equipment, labor and other resources to supply Website services in a timely manner	5
2	Availability of backup services for emergency purposes	5
3	Ability to deliver services as required by the Commission,	5
	Total Points attainable	15

The Total Score assigned to the Technical Criteria is **fifteen (15) points**. Tenderers will be required to meet a minimum technical score of **ten (10) points**. No tender will be considered with a technical score of less than **ten (10) points**.

Price Criteria

The Price Criteria will be evaluated according to the following formula and table format below. The total score assigned to the Price Criteria is **eighty-five (85) points**.

$$\frac{\text{Lowest price submitted for services}}{\text{Tenderer's Price for services}} \times 85 = \text{Financial Score (Y) awarded to Tenderer}$$

No	Tenderer	Bid Price	Corrected Bid Price	Financial Score (Y)

Overall Score

This overall score (out of 100) will be calculated by combining the total scores from the technical and price evaluation.

No	Tenderer	Met Pre-qualification Criteria	Original Price US\$	Corrected Price US\$	Technical Score (X)	Financial Score (Y)	Total Score (X) + (Y)	Ranking

The preferred bidder is the Tenderer with the highest score whilst meeting all of the requirements above. The preferred bidder will be invited to negotiate a contract with the Commission.

APPENDIX 2:

DRAFT WEBSITE CONTRACT AGREEMENT

AGREEMENT made this day of (), between **THE TURKS AND CAICOS TELECOMMUNICATIONS COMMISSION**, herein called the “Commission” of one part and **Tenderer** of the Turks and Caicos Islands, hereinafter called “Contractor,” of the other part.

WITNESSETH as follows:-

General

1. Based on the letter agreement of _____, the Commission hires the Contractor as Website Host, for the Turks and Caicos Islands Telecommunications Commission upon the following terms which are hereby agreed to by the Contractor.

Work and Service

2. The duties of the Contractor will be as outlined in the letter agreement of _____ 2016

3. The work and services are expected to be conducted at the Contractor’s office with ongoing communications with the Commission as required.

Term of the Contract

4. The term of work shall commence on the _____, subject to the provisions herein.

5. The Contractor shall abide by the term as agreed in letter agreement of _____2016.

Contract Amount and Payment

6. The Commission shall pay the Contractor as per the letter agreement of _____ 2016.

Performance

7. The Commission and Contractor agrees that the work will be evaluated and assessed to ensure that it is of a high quality and meets the Commission's standards.

Business to be Confidential

8. The Contractor shall not, either during the term of this contract or at any time thereafter, disclose to any person, firm or corporation any information concerning the business or affairs of the Commission which the Contractor may have acquired in the course of or incidental to the conduct of the work under this contract, whether for her own benefit, or the detriment, or intended or probable detriment, of the Commission.

In Witness whereof the parties hereto have hereunto set their hands and seals

Signed

John Williams

Tenderer

Director General

Contractor

TCI Telecommunications Commission

Witness

APPENDIX 3:

TENDER ENVELOPE LABEL

Tender for:

WEBSITE HOSTING & MAINTENANCE FOR THE TURKS AND CAICOS ISLANDS

TELECOMMUNICATIONS COMMISSION (2016)

To be returned by 3:00pm on Monday October 3, 2016

ITT Public Notice -2016-6 (revised)

**To: John Williams
Director General
TCI Telecommunications Commission
Providenciales
Turks and Caicos Islands
Tel: (649) 946-1900**