

**TENDER DOCUMENT**  
**for**  
**Design, Development and Implementation**  
**of Mobile Application for**  
**Earthquake Hazard Zoning Maps**  
**of India**

(Tender Document No.: BMT/MIS/MobileApp/2016)



**Building Materials & Technology Promotion Council**

Ministry of Housing & Urban Poverty Alleviation,

Core-5A, First Floor, India Habitat Centre,

Lodhi Road, New Delhi-110003

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Website:www.bmtpc.org

## Bid Information Sheet

<b>Document Description</b>	Tender Document for DESIGN, DEVELOPMENT AND IMPLEMENTATION OF MOBILE APPLICATION FOR EARTHQUAKE HAZARD ZONING MAPS OF INDIA
<b>Tender Document No.&amp; Date</b>	BMT/MIS/MobileApp/2016 Dt: 20.07.2016
<b>Last date &amp; Time of Submission of Response to Tender Document</b>	04/08/2016 (1400 Hrs)
<b>Bid Opening (Technical)</b>	04/08/2016 (1600 Hrs)
<b>Opening of financial bid</b>	To be declared later
<b>Validity of Tender</b>	120 days from the date of opening of tender.
<b>Cost of Tender Document</b>	Free
<b>EMD</b>	Rs.25000/- (inclusive of service tax) to be submitted in the form of DD/Banker's Cheque along with the response to Tender Document in favor of "BMTPC", payable at New Delhi.
<b>Address for submission of Response to Tender Document</b>	The Executive Director Building Materials & Technology Promotion Council Ministry of Housing & Urban Poverty Alleviation, Core-5A, 1 <sup>st</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003

**Important Note:** Prospective Software/Application Developer (Bidder) are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the website [www.bmtpc.org](http://www.bmtpc.org). No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.

## **DISCLAIMER**

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven (07) days from the date of notification of Tender Document/ Issue of the Tender Document, it shall be considered that the Tender Document is complete in all respects.
2. BMTPC reserves the right to modify, amend or supplement this Tender Document.
3. While this Tender Document has been prepared in good faith, neither BMTPC nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi  
Date: 20.07.2016

## **INTRODUCTION**

Building Materials & Technology Promotion Council under the auspices of Ministry of Housing & Urban Poverty Alleviation is an autonomous organization dedicated to promote and popularize cost effective, eco-friendly and energy efficient building materials and disaster resistant construction technology. BMTPC works as a technology transfer council and helps various stake holders involved in the construction industry for technology development, production, mechanization, implementation, standardization, certification & evaluation, training & capacity building and entrepreneur development. Over the last two decades, BMTPC has expanded its activities and made commendable efforts in the area of disaster mitigation and management.

Ever since 1991 Uttarkashi earthquake, BMTPC has been pro-actively involved not only in seismic rehabilitation but also in the area of prevention, mitigation & preparedness as regards earthquake safety is concerned. The widely popularized publication of BMTPC entitled 'Vulnerability Atlas of India' is one of its kind which depicts the vulnerability of various man made constructions in different districts of India not only from earthquake hazards but also from Wind/Cyclone and Flood hazards. It is being BMTPC's endeavour to constantly publish guidelines, brochures, pamphlets on natural hazards so as to educate the common man and create capacities within India to handle any disaster.

These documents are important tools for safety against natural hazards for various stake holders involved in disaster mitigation and management. Apart from publications, the council is also involved in construction of disaster resistant model houses and retrofitting of existing life line buildings such as Schools/Hospitals to showcase different disaster resistant technologies and also spread awareness amongst artisans and professionals regarding retrofitting and disaster resistant construction.

Recognizing BMTPC's effort & it's widely used publication Vulnerability Atlas of India 1997 & 2006, the National Disaster Management Authority (NDMA) entrusted BMTPC for the development of updated Earthquake Hazard Zoning Maps up to district level based on IS:1893-2002. The maps also contain some useful layers and attributes on ArcGIS platform such as roads, railway network, water bodies, housing and population data besides earthquake history & fault mapping.

**PART-A : TENDER DOCUMENT FOR  
Design, Development and Implementation of Mobile Application for  
Earthquake Hazard Zoning Maps of India**

Sealed tenders are invited by the Building Materials & Technology Promotion Council (BMTPC) for **Design, Development and Implementation of Mobile Application for Earthquake Hazard Zoning Maps of India**, as per the detailed scope of work given in the “**Part-C**” of the Tender Document. The terms and conditions are as under:-

1. The sealed tenders are to be submitted in prescribed format on your business letter head duly stamped and signed with date on each page of Part ‘**A**’, ‘**B**’, ‘**C**’ & ‘**D**’ for unconditional acceptance to the terms prescribed by the BMTPC. The details/supporting documents wherever applicable, should be duly authenticated by the vendor/s. No overwriting is admissible.
2. Each Tenderer shall submit the offer in two separate sealed envelopes. **Part ‘A’, ‘B’&‘C’** of the Tender Document along with EMD should be put in Envelope No. 1 (Please mark the envelope as “**No.1 – Technical Bid**”, the Envelop No. 2 will contain **only Part ‘D’** of the Tender Document (Please mark the Envelope as “**No.2 – Financial Bid**”). Both the sealed envelopes Bearing **No. 1 and 2** are to be put in the main envelope i.e. **Envelope No.3**.
3. The sealed tender document contained in **Envelope 3** duly superscribed as “**Design, Development and Implementation of Mobile Application for Earthquake Hazard Zoning Maps of India**”, should be addressed to **The Executive Director, Building Materials & Technology Promotion Council and sent on the** address given below by registered post/speed post/by hand so as to reach the BMTPC office by the stipulated date and time.

**Address of Correspondence:**

**The Executive Director**

Building Materials & Technology Promotion Council  
Ministry of Housing & Urban Poverty Alleviation,  
Core-5A, First Floor, India Habitat Centre,  
Lodhi Road, New Delhi-110003

4. BMTPC shall not be liable for any postal delays what so ever and Tender received after the stipulated time/date are liable to be rejected straightway.
5. Non adherence to any of the terms & conditions, as stated in tender document shall render the bid invalid.

6. Incomplete Tender shall be rejected out-rightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender Document if any such alterations are made or any special conditions attached, the bid is liable to be rejected without making reference to the Bidder.
7. The **Technical Bid** shall be opened in BMTPC, Core-5A, First Floor, India Habitat Centre, Lodhi Road, New Delhi-110003 in the presence of those tenderer(s) or authorized representative who wish to be present and no separate communication will be sent in this regard. In the event of due date being a closed day or declared Holiday of Government the due date for opening of the bids will be the following working day at the appointed date, time & venue.
8. BMTPC shall assess the Competence and Capabilities of the Tenderers on the basis of credentials given in the Technical Bid and shall have right to reject the candidature of any of the Tenderer without assigning any reasons.
9. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date of the same shall be intimated separately.
10. Prices quoted should be FOR BMTPC, New Delhi. Prices quoted in the bid shall expressly be *inclusive of all statutory taxes, fees, cesses, duties, levies, charges, surcharges and any other statutory and non-statutory components etc.* (Net Price to the BMTPC). No component of cost / tax shall be paid by the BMTPC unless the same is included specifically in the Tender.
11. Penalty for the late delivery and late implementation, than the stipulated date and time would be levied at the rate of half percent per week to be calculated on work order subject to a maximum of 10 percent of the value of work order. In case of delay beyond fifteen days from the stipulated period, BMTPC may, at its discretion, cancel the order and arrange to procure the same from the next bidder on the panel/open market at the sole risk, cost and responsibility of the vendor.
12. While the **Part "C"** describes Scope of Work desired by BMTPC, vendors are otherwise welcome to quote superior specifications, if they so desire, which may be considered at the sole discretion of the BMTPC.
14. The Tender shall be valid for 120 days only from the date of their opening.

**GENERAL:**

1. **PRE QUALIFICATION CRITERIA:** The bidder shall fulfill all of the following eligibility criteria:

<b>S. No.</b>	<b>Pre- Qualification Criteria</b>	<b>Supporting Document</b>
1	The bidder must be a company registered in India under the Companies Act, 1956 for atleast last 7 years.	Certificate of Incorporation.
2	It is not a loss making entity – The bidder should have been making profit for the last three years i.e. 2013-2014, 2014-2015 and 2015-2016)	Profit and Loss account statement certified by firm of chartered accountants or statutory auditors of the bidder.
3	Bidder should have an average annual turnover of Rs. 50 lakh or currency equivalent during the last 3 financial years from IT components and services.	Copy of audited financial Statements for last 3 financial years. Certificate from CA for revenue from IT components segment
4	The bidder must have a <b>valid SEI/CMMI level 3 certification</b> or ISO 9001:2008	Copy of certificates.
5	Bidder should have executed at least <b>3 end-to end Mobile application Projects implemented</b> preferably in any Ministry/State/ Central Govt. / UT Administration/ Semi-Government Organization/PSU of value over Rs.3 lakhs each in the last five years.	Copy of Project/Phase Completion certificate and Work Order and Client Reference for Verification
6	Bidder should have successfully executed at least <b>5 mobile application projects</b> in the last 5 years	Copy of Project/Phase Completion certificate and Work Order and Client Reference for Verification
7	Bidder should have minimum <b>15 fulltime employees</b> working on Software Development & IT services	Self-Attested Certificate (signed by Company Secretary/ HR Department) to ensure rolls of the company
8	<b>Joint ventures or Consortiums or Sub contracting are NOT allowed</b> to bid or meet the above eligibility criterion. Bidder should bid on own strength and meet all eligibility criterions.	Self-Attested Declaration on company letter head (signed by Authorized Signatory)

9	The bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices (blacklisted) by any Ministry/State/ Central Govt./ UT Administration/ Semi-Government Organization/ PSU.	Self-Attested Declaration on company letter head (signed by Authorized Signatory)
10	The bidder should be registered with the VAT, Service Tax department and carry a valid PAN/ TAN Number, Sales Tax /TIN No.	Copy of the certificate of Service Tax Department, PAN/TAN Number, Sales Tax/ TIN No.
11	Letter of Authorization Signed by Managing Director or Board	Original copy should be duly signed and stamped on company letterhead

BMTPC, at its sole discretion, reserves the right of accepting the bid in whole or in part only without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the Tender and the bidder shall be bound to execute the work at the specified rates without any extra charges or compensation within the stipulated period.

The decision of acceptance/rejection of a bid shall solely rest with the BMTPC. The BMTPC does not bind itself to accept the lowest bid and reserves to itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to the bidder. Non acceptance of any bid shall not make the BMTPC liable for compensation or damages of any kind. BMTPC further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by BMTPC shall be final and bear no liability whatsoever consequent upon such decisions.

## **2. Earnest Money Deposit**

- a) The Tenders must be accompanied by Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft/Bankers Cheque in favour of Building Materials & Technology Promotion Council payable at New Delhi. Tender received without Earnest Money Deposit shall not be entertained. No interest shall be payable by BMTPC on EMD.
- b) Earnest Money Deposit is liable to be forfeited and bid is liable to be rejected, if the Tenderer / supplier withdraws/amends, impairs or derogates from the tender in any respect within the period of validity of the tender from the close of the bid.



### **3. Security Deposit**

The tenderer whose tender is accepted by BMTPC shall be required to give a security deposit for satisfactory execution of the Work Order. The total amount of security deposit shall be 10% of the Development Cost and shall be provided by the tenderer through an irrevocable Bank Guarantee from any Nationalized Bank in favor of the Executive Director, Building Materials & Technology Promotion Council (BMTPC), New Delhi. The Bank Guarantee shall be valid for a period of six months and shall be submitted within 15 (fifteen) days of the award of work. In case the Bidder/Tenderer fails to execute the work as per the Tender Documents /Work Order or fails to deliver the satisfactory after sales service within the warranty period, the BMTPC shall have the right to wrest the said Bank Guarantee/ and to forfeit the security deposit / earnest money deposit. No interest shall be payable by BMTPC on the Bank Guarantee / security deposit/ earnest money deposit, so held.

In case of contravention of any of the terms and conditions as stated in the Tender Document /Work Order or if the Bidder withdraws or amends, impairs or derogates from the tender /Work Order in any respect within the period of validity of the tender the security deposit shall be liable to be forfeited.

In case tenderer fails to execute Work Order, BMTPC shall have the right to wrest the said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the BMTPC shall be final.

In case of any damage or loss caused to the BMTPC due to breach of terms or conditions of the tender document /Work Order, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Tenderer or its staff, employees, representatives, agents, the Tenderer shall make the loss good. The BMTPC shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit/ bank guarantee and / or to charge penalty as decided by the BMTPC. The Decision of the BMTPC in this respect shall be final & binding.

Whenever under this tender document /Work Order any sum of money is recoverable from and or payable by the tenderer, BMTPC shall be entitled to recover such sum by appropriating either in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Tenderer. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, the case as may be, shall be deducted from any other sum due to the Bidder which at any time thereafter may become due to the Bidder under this or any other tender / contract with the BMTPC. If this sum is not sufficient to cover the full amount

recoverable, the Bidder shall pay the BMTPC on demand the remaining balance.

#### 4. Evaluation

##### Technical Evaluation

Technical Evaluation Committee (TEC) formed by BMTPC will evaluate both technical & commercial bids. Bidders who have qualified Pre-Qualification Eligibility Criteria of this RFP document shall be evaluated and scored by the Technical Evaluation Committee based on the basis of technical evaluation criteria mentioned in table below, assessing each bidder's ability to satisfy the requirements set forth in the document.

The minimum marks for qualifying through the technical evaluation rounds are 60 out of 100.

##### Technical Evaluation Stage - I

S. No.	Parameter	Max. Marks	Required Document
1	Company Competence (Refer below table for detailed point system)	30	Audited Financial Statement/Auditor Certificate to be submitted.
2	Number of fulltime employees working on Software Development & IT services (Refer below table for detailed point system)	10	Self-Attested Certificate
3	Domain Experience (Refer below table for detailed point system)	20	Proof of experience in the form of client citations/work orders to be submitted.
<b>Total Points/Marks</b>		<b>60</b>	

##### Detailed Marking System

1	Company Competence			30
1.1	Annual Turnover - Prime bidder's average annual turnover for the period 2013-2014, 2014-2015 and 2015-2016. Audited Financial Statements/ Auditor's certificate to be submitted.			5
	Between 50 lakh -1 Cr (3 Marks)	Between 1 - 5 Cr (4 Marks)	Greater than 5 Cr (5 Marks)	
1.2	Certifications			5
	CMMi Level 3 (3 Marks)	CMMi Level 4/5 (4Marks)	In addition, ISO 27001 (1 Mark additional)	

1.3	Experience of <b>Mobile application Projects</b> valued more than <b>3 Lakh</b> each in any Ministry/State/ Central Govt. / UT Administration/ Semi-Government Organization/ PSU.					20
	3 Projects (10 marks)		More than 3 projects (20 Marks)			
2	<b>Number of fulltime employees working on Software Development &amp; IT services</b>					10
	15-25 (2 Marks)	25-50 (4 Marks)	50-75 (6 Marks)	75-100 (8 Marks)	More then 100 (10 Marks)	
3	<b>Domain Experience</b>					20
3.1	Experience of executing at least <b>5 mobile app development projects</b> in the last 5 years.					20
	5 Project (4 Marks)	6 Projects (8 Marks)	7 Projects (12 Marks)	8 Projects (16 Marks)	More than 8 Projects (20 Marks)	

All the eligible companies/firms who will obtain 35 marks out of 60 will be invited for presentation in second stage of technical evaluation. If the number of the proposals short list for evaluation under stage-I are less than three, then the proposal that have received top three ranks, would be considered for the presentation. No TA/DA will be admissible to the proposers/applicants. Proposer or authorized representative will attend the presentation at their own cost.

#### **Technical Evaluation Stage - II**

<b>S. No.</b>	<b>Parameter</b>	<b>Max. Marks</b>	<b>Required Document</b>
1	Technical Presentation	40	Over all understanding of the Project, Quality of Work plan presented, Assessment of the obstacles in implementing the project and possible remedies to the identified Obstacles & Presence of Team leader and Members for Presentation.
<b>Total Points/Marks</b>		<b>40</b>	

#### **Note:**

- The documents required as proof for technical marking must be submitted as client citations or work orders or letter of declaration signed by the client.
- Bidder should give presentation with respect to above technical evaluation criteria after opening of the Technical Bid.
- The tender evaluation committee reserves right to visit bidder's customers where such a similar project execution has taken place.

### **Technical Evaluation Criteria**

- a) BMTPC will constitute a Bid Evaluation Committee to evaluate the responses of the bidders
- b) The Bid Evaluation Committee constituted shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d) The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Bids.
- e) The Bid Evaluation Committee reserves the right to reject any or all Bids on the basis of any deviations.
- f) Conditional bids are liable to be rejected.
- g) The Evaluation Committee will review the technical bids to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. Financial Bids of responsive bidders alone shall further be opened.
- h) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

### **Financial Evaluation Criteria**

The financial bids of all the technically qualified bidders will be opened and the tender will be awarded to the bidder quoting the Least Cost (L1). If the number of the proposals qualified are less than three, then the proposal that have received top three ranks, would be considered for opening the financial bids.

### **5. Other Conditions**

- a) Every page of the tender shall be signed by the person or persons submitting the tender in token of his/their having acquainted himself / themselves with the general conditions etc. as laid down. Any tender is liable to be treated as defective and rejected, if any of the pages is not signed. No erasures alterations and/or overwriting is allowed. Failure to comply with either of these conditions will render the tender liable for rejection. No request of any change in rate after the opening of the tender will be entertained.
- b) Maintenance, Implementation and support must be provided with as part of the Tender.

- c) No extra cost shall be paid by BMTPC for supply, installation and implementation, updation /upgradation of any software/device wherever it is necessary for its optimum functioning.
- d) In case any of parts of the provided solution is found to be insufficient to support BMTPC requirements post submission of bid, the vendor shall provide the same at no extra cost to BMTPC.
- e) BMTPC reserves the right to reject any of the items/software of implemented solution, if found unsuitable and /or not conforming to the approved specifications at any point of time. The rejected items/software, if any, shall have to be taken back and replaced forthwith at the cost to be solely and exclusively borne by the vendor.
- f) During warranty period service/maintenance of applications, all driver software upgradation, installing patches and related services shall also be performed at no extra cost to BMTPC.
- g) BMTPC may terminate the Tender process at any time and without assigning any reason. BMTPC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- h) This Tender does not constitute an offer by BMTPC. The bidder's participation in this process may result in BMTPC selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by BMTPC to execute a contract or to continue negotiations. BMTPC may terminate negotiations at any time without assigning any reason.
- i) Any inquiry concerning this Tender may be submitted in writing via e-mail to:  
[bmtpc@del2.vsnl.net.in](mailto:bmtpc@del2.vsnl.net.in) titled as Enquiry for “Design, Development and Implementation of Mobile Apps for Earthquake Hazard Zoning Maps of India”

## **6. Payment**

Payment will be made in following stages.

- 20% of the contract value (plus taxes thereof) would be released on successful preparation and submission of final prototype and documents as per scope of works and acceptance.

- 50% of the contract value (plus taxes thereof, less deduction if any) would be released on successful development, implementation, deployment & Go live mobile application on all platforms as per scope of works and acceptance by BMTPC.
- 20% of the contract value (plus taxes thereof, less deduction if any) on successful stabilization of the application, successful deployment/testing to users etc., completion of scope of works and acceptance of all works by BMTPC or within 4 months after deployment & Go-live, whichever is later.
- 10% of the contract value (plus taxes thereof, less deductions if any) would be released on completion of 12 months from date of award and successful resolution of all issues upto satisfaction of BMTPC.

At all the stages the statutory taxes, levies and government deductions will be made as per the rules. Release of these amounts in stages will be subject to submission of BG as specified.

## 7. Warranty

- a) The Standard Warranty for supplied Software/App/Web Application shall include free maintenance of the software/App/Application upto **twelve months** from the date of Implementation/installation of application. The defects, if any shall be attended to within **1 (One)** working hours and must be resolved within maximum **6 (Six)** hours.
- b) A Penalty @Rs.500/- (Rupees Five hundred only) per day or on a part thereof shall be levied in case of not meeting of aforesaid conditions. All such penalties shall be limited to 10% of the development cost of contract value and may be recovered from the vendor from the payments due or from the security amount / EMD.
- c) The vendor warrants and represents that it has obtained all the requisite permissions, sanctions and authority under the applicable laws to provide services to the BMTPC and owns or has the right to use or is lawfully authorized under valid and enforceable licenses/ agreements/authority from the concerned authority(ies) in terms of the applicable laws, the materials and methods and techniques and tools proposed to be used for providing services under the Agreement including all intellectual property rights comprised therein.

## **8. Liquidated Damages**

If the Tenderer fails to complete the full fledged implementation system within the period specified in the Purchase Order, BMTPC shall without prejudice to its other remedies, deduct as liquidated damage 1.0 (one) percent of the price of the delayed goods for every week of delay or a part thereof subject to a maximum amount limited to 10% of the contract value. Total Penalties and Liquidated damages shall be limited to a maximum of 10% of the contract value.

## **9. Delivery Period**

The Delivery, installation & implementation shall be completed within 3 Months on placement of the work order. Any delay by the vendor in the delivery of items shall render the Vendor liable to any or all of the sanctions viz. penalty, forfeiture of security deposit, imposition of liquidated damage, etc.

## **10. Site for delivery**

Building Materials & Technology Promotion Council  
Ministry of Housing & Urban Poverty Alleviation,  
Core -5A, First Floor, India Habitat Centre,  
Lodhi Road, New Delhi-110003

## **11. Assignment, Subletting and Outsourcing**

The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer, assign sublet, the contract or any part thereof or interest therein without the written consent of BMTPC.

12. Prior to the last date for receipt of Bids, BMTPC may, for any reason, whether at its own initiative or in response at any time to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document shall constitute Revised Tender. The addendum/corrigendum shall be uploaded on the BMTPC website [www.bmtpc.org](http://www.bmtpc.org). The Bidders are, therefore, requested to visit the website frequently to check for any amendments.
13. BMTPC may at any time during the Tendering process but before opening of the technical bid, ask the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

**14. Cases where no specifications provided in tender**

In case of any work for which there is no specification in the Tender, such work shall be carried out in accordance with the directions of the BMTPC or its authorized representative.

15. Time is the essence of the contract and the Bidder shall complete the work in all respects within the stipulated time and hand over the same, to the satisfaction of the BMTPC.

**16. Confidentiality**

Please note that the "Mobile App" related activities as specified in this Tender document are confidential. It shall be responsibility of the Tenderer to take all necessary precautions and measures to maintain utmost confidentiality with regard to each and every stage of work.

Further, Tenderer shall not use or disclose any Confidential Information of the BMTPC except as specifically contemplated herein. For the purposes of this Contract / Tender, "Confidential Information" includes information includes as:

- i. is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and
- ii. is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

**17. Force Majeure**

Notwithstanding anything contained in the Tender Documents, neither party shall be liable for any failure to fulfil any of its obligations under this agreement where that performance is delayed, prevented, restricted or interfered with for any reasons/ circumstances beyond its reasonable control (including without limitation any delay caused by the Acts of Governments, Acts of God, Natural or social calamities, Strikes, Riots in any region, network failure, terrorist attack, war declared and undeclared) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

**18. Indemnity**

The Vendor shall indemnify, defend hold and keep indemnified, the BMTPC from and against all actions, suits, decree proceedings, claims, damages, compensations, costs, expenses, liabilities and demands brought or made against the BMTPC in respect of any



matter or thing done or omitted to be done by the Vendor or its employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Vendor performance under this Tender and against any loss, compensations or damage to the BMTPC in consequence of any action or suit or proceedings being brought against the Vendor or its employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work under this Tender, including but not limited to non-compliance with the applicable laws, rules, regulations and directions, orders etc. of the government and local authorities, not obtaining the relevant licences and permits, infringing any patents rights.

## **19. Termination of the Contract**

BMTPC without prejudice to any other remedy and rights, reserves the right to cancel / terminate the tender / *Work Order* in whole or in part by giving at least 15 (fifteen) days' prior written notice thereof in case Vendor fails to honour his bid / Work Contract or found guilty for breach of condition/s of the tender documents / *Work Order* or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by himself or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him. In case of such termination, the BMTPC shall have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure being borne by BMTPC on this account be recovered from the Vendor from Security Deposit.

In additions to above, the BMTPC may also cancel / terminate the tender / *Work Order* in whole or in part for its convenience at any time for any reasons, by giving the Bidder at least 10 days' prior written notice thereof.

The notice period may be extended by mutual agreement till alternate arrangements are made. Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by the parties during the period of termination notice and the same must be satisfied before the tender / *Work Order* is cancelled / terminated.

In case of such cancellation / termination / *Work Order* or curtailment of the work *by the BMTPC* the Vendor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived by it from the execution of the work in full, but which he did not derive in consequences of the full amount of the work not having been carried out. Neither shall he have any claim of compensation / damage for the loss suffered by him by reason of cancellation / termination of the tender / *Work Order* and of

any alterations having been made by the BMTPC in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated.

However, BMTPC shall pay the Vendor for such portions of the Work as are due and properly invoiced under the provisions prior to termination. In no event, shall the total payments made to the Vendor exceed the Contract Price.

## **20. Blacklisting**

BMTPC without prejudice to any other remedy and rights, reserves the right to blacklist the Vendor for a suitable period in case he fails to honour his bid / *Work Order* or found guilty for breach / violation / contravention of terms(s) and condition(s) of the tender / *Work Order* or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by Vendor or by its staff, agent, employee or officer etc. or by any either by himself other person directly or indirectly employed by him.

## **21. Claim of Interest**

No claim for interest shall be entertained by BMTPC with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Tenderer/Bidder/Vendor.

The personnel employed / hired / engaged /whether permanent / regular / casual / contractual / temporary / daily wager or whatever be the status by the vendor for the execution of work as provided under this Tender, shall not be considered employees/ officers of BMTPC for any purpose. None of such personnel of the Vendor shall have any right to claim anything against BMTPC.

Nothing contained in this Tender Document shall be construed as constituting a partnership, joint venture, or agency with BMTPC. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this Tender Documents.

22. The agreement is a non-exclusive agreement and BMTPC shall be free to enter into any such agreement with any other person during currency or the extended currency of this Agreement.
23. In case of any of disputes, differences, claims and demands arising under or pursuant to or touching to or in relation to this tender, the authorized officials of the BMTPC and the Vendor shall address the same for mutual resolution failing which the matter shall be referred for the arbitration to the sole arbitrator to be appointed by the Executive Director, Building Materials & Technology Promotion

Council, New Delhi. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on or re-enactment thereof as in force. The award of the sole arbitrator shall be final and binding on both of the parties. The Venue/Place of such arbitration proceedings shall be at Chandigarh. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.

## **PART 'B' Format for TECHNICAL BID**

### **I. Profile of the Firm**

<b>S.No.</b>	<b>Particular</b>	
1.	Company Name	
	Legal Name (if different)	
	Full Mailing Address	
	Telephone Number	
	FAX Number	
	Email ID	
	Web site	
	Years in Business	
	Year of establishment	
2.	Details of Indian Establishment	
	Registered Office address	
	Year of establishment	
	Head of the Indian establishment	
3.	Contact Person	
	Mobile	
	E-mail	
4.	Whether registered with Registrar of Companies/ Firm. If so, please furnish details thereof (attach certificate of incorporation)	
5.	Registration with Tax authorities (PAN)	

6.	Service Tax Number	
7.	Audited Turnover in last three financial years, i.e. Year 2013-14, 2014-15 and 2015-16.	
8.	Number of Mobile Apps installed	
9.	Number of technical/ support personnel	

## II. Details of the projects executed in India or abroad

S No.	Project	Project executed for (Name of the organization with address, phone numbers etc.)	Nature of work in brief	Location of the work	Actual value of the Project	Stipulated time for completion	Actual time taken for completion

## III. Key personnel permanently employed in your organization

Sl. No.	Name	Qualifications	Experience	Particulars of Project done	Employed in your firm since	Any other details

#### **IV. Client Reference:**

To be a qualified proposer, the vendor must include three (3) references with similar systems installed. Preference will be given to vendors with references for implementations at organizations most similar to the BMTPC References will be contacted - please verify information before submitting. Information to be included in the reference is:

<b>Particular</b>	<b>Response</b>
Organization Name	
Address	
Type of Business	
Contact Person	
Telephone and Fax #s	
Email Id	
Dates of Installation	
Description of system	

#### **Declaration:**

- a) The undersigned do hereby certifies that Shri \_\_\_\_\_ is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of the BMTPC.
- b) We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.
- c) We agree that the decision of the BMTPC in selection process will be final and binding on us.
- d) We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the BMTPC.
- e) We confirm that we have not been declared bankrupt / insolvent or that not have filed for bankruptcy / insolvency in the past five years

or not in the process of being declared bankrupt / insolvent before any designated authority in any country.

- f) All the information furnished by us are correct to the best of our knowledge and belief.

Place: SIGNATURE OF THE APPLICANT  
FULL NAME AND DESIGNATION

Date: SEAL OF COMPANY/FIRM

## PART 'C' Scope of Work

There will home page, which will display all the information about the mobile apps.

1. The apps will show earthquake hazard zoning map of India, which is further divided into States and then further it is divided into district level.
2. There will be a selection option to choose which state or district to choose both from menu options or through tapping on the map.
3. There will be zoom in and zoom out option to see the selected region.
4. Legends should show.
5. Navigation of the whole apps should be user friendly.
6. The vendor will provide training on the developed mobile apps.

### Scope

The project is to develop a mobile application for the end users to make them aware of the each and every earthquake prone zones in India. This mobile application will cover the entire geographical aspects of the Indian territories. This application will aid user by providing them useful information of not only entire country but also specific to their search. The map of the country will be divided into the following parts:

- 1) **Map of India:** This map in the app will reflect all the States/UTs in the countries highlighted with the colour coding reflecting the earthquake prone area.
- 2) **State specific map:** The India map will reflect all the maps in the country. Once the user will select any particular State, through menu search or selecting on the map, then application will pop the map of that particular State with all the information corresponding to the districts located in that State, respectively.
- 3) **District specific map:** This map will be shown to the end user once the screen of the map is selected for a particular district.
- 4) **Zone specific map:** Once the earthquake zone is selected then these zonal maps will be reflected to the end user.

All the data will be regularly updated in the data base by the admin and therefore will be reflected dynamically on the application interface. There should be a smooth flow of the information which can be easily navigated by the end user. The technology platform will, therefore, adhere such complexity and will provide the user with such simple lay out. All the boundaries, zones and alert areas will be well defined in the mobile application.

The mobile application will have the following key features:



- 1) Splash screen.
- 2) Navigation to the BMTPC website.
- 3) Key persons to be contacted during the chaotic situation.
- 4) Search panels for maps
- 5) Statistics/related information at district level of the country.
- 6) Linking of maps with each other involving zero errors.
- 7) Compatibility with various OS (Android and Apple iOS).

The entire app will have the following set of screens:

- 1) Splash screen
- 2) Home screen
- 3) Informatory screen.
- 4) Advanced search screen.
- 5) Multi Directional navigational screen for maps.

There will be around 1200 screens (may increase or decrease as per BMTPC requirement) involved in the application which requires a perfect blend of technological expertise, multi-platform compatibility and scalable data base. This application design must allow the admin to update data with desired frequency. Moreover, the mobile application will be designed to handle high strike rate of users, which means the uptime of the application should be 99% and the application should be capable of handling the Indian population navigating and searching the maps stored in the data base.

The Mobile Application would have to be uploaded on the following:

- 1) Apple app store
- 2) Google play store
- 3) BMTPC websites

The end functionality as well as the requirements for the Earthquake Hazard Zoning Maps of India Mobile Application Project may be as given below:

#### *Splash Screen*

The Main Screen to be designed which includes Earthquake Hazard Zoning Map of India and NDMA and BMTPC logo will be displayed to end user for Few Seconds while Mobile Application starts loading in the Backend

#### *Home Screen*

End Users will see Home Screen by default, which will display the all the menu and details about the mobile app.

#### *Top Menu Screen*

End User will see the Categorized list on the click of "Menu Item". The End User can select any category and navigate to further section. Following Categories will be available to end user:

- About Apps
- Introduction of the Maps
- Detailed description about the Earthquake Hazard Maps (pdf file)
- Navigation to different maps with legends.
- Contact Us

### *Setting Page*

End user will have option to share this app with friends, Report bug or request for any feature, etc.

### *Info Screen*

It has About Us, Terms of Use and Privacy Policy about app.

*Search button on top bar of App.*

### *User Interface Requirements*

- All icons must be crisp, clean, and distinguishable and should be as per guidelines of mobile application platform.
- All buttons and objects must be reactive to touch and work as intended.
- All functions must stay within the mobile platform boundaries and must be easily viewable on different Mobile platforms.
- Vendor has to ensure the development of mobile application as per guidelines issued by Application stores. For ex: Google play, Apple App Store etc. Vendor has to submit mobile app binary to Apple app store and Google play store.
- Vendor is expected to perform comprehensive testing of BMTPC mobile application as part of the project scope.
- A security audit of Complete Application be done by Vendor.

### *Timeline and Deliverables*

- Vendor is expected to deliver the mobile application on application store (Google Play & Apple) in three months duration.
- Vendor has to share the Design Documents based on the BMTPC Requirement document for BMTPC Review & Sign-off.

### *Support*

Minimum support period is twelve months after BMTPC acceptance of deliverables.

### *Intellectual Property Rights*

The Intellectual Property Rights of the application will rest with BMTPC. The vendor will provide the source code of the application to BMTPC at the time of sign-off.

**Part “D” COMMERCIAL BID FORM**  
**(To be submitted in a sealed envelope as per terms and conditions)**

1. Bidder is required to use the format in the following table to submit their Commercial Bid.
2. Rates Quoted should be Net Unit Rate (Unit Price + taxes + Cartage, if any) in the INR

<b>S. No.</b>	<b>Activity</b>	<b>Cost (Inclusive of all taxes)</b>
<b>1.</b>	Design, Development and Implementation Cost as per the scope of work mentioned in Part “C”	
<b>2.</b>	Apple App Store access cost and deployment cost (for a year)	
<b>3.</b>	Google Play store access cost and deployment cost (for a year)	
<b>Total</b>		

**Maintenance and Other Cost (Optional)**

<b>S. No.</b>	<b>Activity</b>	<b>Cost (Inclusive of all taxes)</b>
<b>1.</b>	Upgradation, Maintenance as well as Implementation of the application after completion of twelve months – per year (optional)	