



BUILDING MATERIALS & TECHNOLOGY PROMOTION COUNCIL
Ministry of Housing & Urban Poverty Alleviation, Govt. of India
Core-5A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003

**TENDER DOCUMENT
FOR
DESIGN, DEVELOPMENT & IMPLEMENTATION OF
KNOWLEDGE WEB PORTAL
FOR SUSTAINABLE HABITAT IN INDIA**

Tender Document No. BMT/CBM/Knowledge-Portal/2015 Dated: 27 August 2015

Last date extended till 12th October, 2015

ISSUED BY

**Building Materials & Technology Promotion Council
Ministry of Housing & Urban Poverty Alleviation, Govt. of India
Core-5A, 1st Floor, India Habitat Centre, Lodhi Road,
New Delhi – 110003
www.bmtpc.org**

Note: This document contains a total of 58 pages. No change in the document by the bidder is permissible.

INDEX

Section	Contents	Page No.
	Bid Information Sheet	4
<i>Section-1</i>	Introduction	5
<i>Section-2</i>	Definitions	7
<i>Section-3</i>	Bid information and Instructions to Bidders	10
<i>Section-4</i>	Bid Evaluation	23
<i>Section-5</i>	Special Conditions of Contract	26
<i>Section 6</i>	General Conditions of Contract	40
<i>Section-7</i>	Formats for submission of Bid	50

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: 27-8-2015

Bid Information Sheet

Document Description	Tender Document for "DESIGN, DEVELOPMENT & IMPLEMENTATION OF KNOWLEDGE WEB PORTAL FOR SUSTAINABLE HABITAT IN INDIA"
Tender Document No.& Date	BMT/CBM/Knowledge-Portal/2015 Dt: 27/08/2015
Last date & Time of Submission of Response to Tender Document	16/09/2015 (14.00 Hrs) Last date extended till 12th October, 2015 (14.00 hrs.)
Bid Opening (Technical)	16/09/2015 (16.00 Hrs) 12/10/2015 (16.00 hrs.)
Opening of financial bid	To be declared later
Validity of Tender	90 (Ninety) days from the date of opening of tender.
Cost of Tender Document (non-refundable)	Free
Processing Fee (non-refundable)	Rs.1000/- (inclusive of service tax) to be submitted in the form of DD along with the response to Tender Document in favor of "BMTPC", payable at New Delhi.
Bid Security/EMD	Rs. 20,000/- (Twenty Thousand Only) in the form of Demand Draft favouring BMTPC payable at New Delhi.
Address for submission of Response to Tender Document	The Executive Director Building Materials & Technology Promotion Council Ministry of Housing & Urban Poverty Alleviation, Core-5A, 1 st 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 websites www.bmtpc.org. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.

Section 1

INTRODUCTION

1. INTRODUCTION

Building Materials & Technology Promotion Council (hereinafter called “BMTPC”) is an autonomous organization under the Ministry of Housing & Urban Poverty Alleviation. BMTPC strives to bridge the gap between laboratory research and field level application. BMTPC has been promoting cost-effective, environment friendly, energy efficient building materials and construction techniques including emerging technologies in different regions of the country. In an attempt to bring new construction systems for mass housing, BMTPC identified and evaluated a few systems which can help in providing safe, strong and quality housing in quick time.

BMTPC is known for technology promotion, capacity building & skill development in the field of building materials and construction technologies. Housing for All by 2022 is the major challenge set before all the stakeholders in the construction sector. Sharing information / knowledge on emerging building materials and technologies is important for the implementation of the Mission’s objective. A knowledge portal, providing necessary platform to all stake holders to share relevant information, knowledge and experience, can be an excellent tool for dissemination of information. BMTPC is inviting proposal from interested web-design and development organization for designing, developing and hosting the proposed Knowledge Portal based on the conceptual design described in this document.

The purpose is to launch a content centric cataloguing website consisting of technical information on building products, materials, technologies, systems and processes encompassing sustainable habitat. An exhaustive list of information is to be displayed on the portal about emerging technologies and building materials, such as detailed description, case studies, expert opinions, cost, cycle times, comparative analysis, descriptions of building products, materials, systems, design and construction codes, best industry practices, reviews, links to manufacturers, suppliers etc.

This portal shall be maintained by BMTPC or its representatives.

The application should be based on the open source software, GIGW compliant and compatible with existing software/hardware at BMTPC.

Section 2

DEFINITIONS

2. DEFINITIONS

Following terms used in the document will carry the meaning and interpretations as described below:

“Bid” shall mean the Commercial and the Price Bid submitted by the Bidding Company/Bidder/Bidder along with all documents /credentials/ attachments, formats, etc., in response to this Tender Document, in accordance with the terms and conditions hereof;

“Bidder” shall mean the Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require;

“Bidding Company” shall refer to such single Company that has submitted the response in accordance with the provisions of this Tender Document;

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Contract Year” shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

- (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and
- (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

“Tender Document” shall mean the bidding document issued by BMTPC including all Flowcharts, Drawings, Formats & Annexures etc. vide Tender Document No. BMT/CBM/Knowledge-Portal/2015 dated 27.08.2015 and also including all amendments / clarifications thereof;

“BMTPC” shall mean Building Materials & Technology Promotion Council;

“Selected Bidder or Successful Bidder” shall mean the eligible Bidder who has been selected based on this Tender Document issued by BMTPC;

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid information Sheet and as specified in Bid information sheet, of this Bid document including all amendments thereto;

“Authorized Signatory” shall indicate the authorized signatory who can discuss and correspond with the BMTPC, with regard to the obligations under the contract.

“The Government” means the Government of India.

“MHUPA” shall mean Ministry of Housing & Urban Poverty Alleviation, Government of India;

“The Goods” means all the all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;

“Day” means calendar day;

“Week” means calendar week;

“Month” means calendar month;

Section 3

BID INFORMATION AND INSTRUCTION TO BIDDERS

3. BID INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1 Obtaining Tender Document, Processing Fee

- a) The Tender Document can be downloaded free of cost from the website of BMTPC, www.bmtpc.gov.in and eprocure.gov.in from the date mentioned in the Bid Information Sheet.
- b) Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this Tender Document along with a non-refundable processing fee as mentioned in Bid Information Sheet. A Bidding Company will be eligible to participate in the bidding process only on submission of Bid processing fee.
- c) The bids submitted without Processing Fee shall not be considered for the bidding and such bids shall not be opened by BMTPC.
- d) It may be noted that BMTPC will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

3.2 Bid Submission date and Bid Opening date

The bidding methodology adopted for this Project shall be Single stage Two envelop system i.e. The Bidders shall submit their Project proposal (Both Technical Bid and Financial Bid same time in separate sealed envelopes) in line with this Tender Document. The last date for submission of bids is as mentioned in the Bid Information Sheet. No bids shall be accepted after the date and time mentioned above. Technical bids shall be opened on the same day as mentioned in the Bid Information Sheet. Date of opening of financial bids shall be notified on BMTPC website after short listing of eligible Bidders based on Technical bid evaluation.

3.3 Minimum Eligibility Criteria

- i) The bidder should be a company registered under the Indian Companies Act 1956/2013 or firm. Joint Ventures & Consortiums are not allowed to participate in the bid.
- ii) The bidder must have completed at least 5 years of operation in the field of web application/ software development.
- iii) The bidder must have a valid website.
- iv) Net worth for the last financial year (2014-15) should be positive and turn over should be minimum 25 lakhs for any of the FY 2012-13, 2013-14, 2014-15.

- v) The bidder should have an established set up in India and Development / Support Center in Delhi / NCR.
- vi) The bidder should have **CMMI Maturity level 3 or higher / Capability Approval** as per ISO/IEC 23026 requirements by **STQC, DEITY, Govt. of India.**
- vii) The bidder should have successfully executed at least five projects of similar nature (web based application/software development) in the past five years, out of which at least two projects of similar nature in a Govt. Ministry or Department/Public Sector company/Government autonomous body.

3.4 Documents to be signed and submitted by Bidders

When the work is bid for by a firm/company/organization, the bid shall be signed by the individual legally authorized to enter into commitments on their behalf. Only one submission of response to Tender Document by each bidder will be permitted.

The documents required under the tender conditions for submission along with the tender are listed below. The bidder/s are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, bidders may not be qualified for which BMTPC reserves its right to accept or reject.

3.4.1 Basic documents:

1. Earnest Money Deposit and Processing Fee.
2. Letter of authorization in favor of the person to sign this tender and represent his/her company for this contract.
3. Duly signed and stamped Tender Document (amendments if any) by the Authorized signatory.

3.4.2 Documents in Support of Eligibility:

1. Copy of Certification of Incorporation, Memorandum and Articles of Association / Partnership Deed.
2. Copy of Service Tax registration certificate and PAN.
3. The link of the website and printout of homepage has to be provided.
4. Self-attested copies of work order and their respective project completion certificates issued by clients for similar works/projects during last 3 years.

5. Copy of the CMMI level 3 or above published appraisal result which can be verified from CMMI website / Copy of Capability Approval Certificate by STQC, DEITY, Govt. of India.
6. CA certified copy of balance sheet and P/L account for last three financial years i.e. FY2012-13, 2013-14, 2014-15 and Certificate by Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of net worth and turnover.
7. Contact details of the registered office and Branch Office in Delhi / NCR.

Note:

- a) Compliance with the minimum eligibility criteria mentioned above should be indicated item-wise in a separate sheet with the page number of the supporting document (in the following format).

<i>S.No</i>	<i>Eligibility Criteria</i>	<i>Compliance (Yes/No)</i>	<i>Reference of Enclosed Proof</i>

- b) BMTPC reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria.

3.5 Validity of the Response to Tender Document

The Bidder shall submit the response to Tender Document which shall remain valid up to Ninety (90) days from the date of opening of tender ("Bid Validity"). BMTPC reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement. BMTPC may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

3.6 Selection of successful Bidder

After bid opening, Technical bids submitted by those Bidders who have furnished the processing fee and EMD shall be evaluated by BMTPC on the basis of Minimum Eligibility Criteria stipulated in clause 3.3. The evaluation of bids shall be carried out as described in Section 4.

3.7 Earnest Money Deposit (EMD)

- i) The bidder shall be required to submit a sum as specified in the Bid Information Sheet as Earnest Money Deposit, for the due performance of stipulation for keeping the offer open till such date as might be specified in the tender. Bids not accompanied with earnest money deposit as provided in the Bid Information Sheet shall be summarily rejected.
- ii) It shall be understood that the Tender Document has been issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/her part, that after submitting his/her bid, he/she will not fold back from his offer or modify the terms and conditions thereof in a manner not acceptable to BMTPC.
- iii) Should the bidder fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- iv) The EMD of the successful bidder will be returned after submission of Performance Bank Guarantee as defined in this Tender Document and obtaining confirmation thereof from the issuing bank in acceptable form.
- v) The EMD of the unsuccessful bidders shall be returned to them within one month of issue of LOA to the successful bidder. But BMTPC will not be liable to pay any interest thereon.
- vi) In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the bidder/s will be forfeited.

3.8 Performance Bank Guarantee (PBG):

Selected bidder will have to submit performance security equivalent to 10 percent of total cost of whole work including EMD amount in the form of FDR or Bank Guarantee within 5 days of issue of letter for performance security before awarding the job. Failure to submit performance security will result in termination of award of work. Further, Performance Security will be valid for 60 days beyond the satisfactory completion of work. The Performance Security will be refunded within 60 days after satisfactory completion of the work.

3.9 Structuring of Bid Selection Process:

Two packet system has been envisaged under this Tender Document i.e. Bidders have to submit both Technical bid and financial bid together in response to this Tender Document in separate sealed envelopes. Bids not accompanied without EMD and processing fee will

be summarily rejected. In the first stage, Technical bids shall be evaluated as per Minimum Eligibility Criteria and the list of short listed Bidders shall be intimated. In the second stage, financial bids submitted by the short-listed Bidders shall be opened based on which successful bidder shall be selected.

3.10 Financial Bid

The prices quoted in the commercial bid should be without any conditions.

- i) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Section 7 Format 3.
- ii) The Financial bid shall be on a fixed price basis, no price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.
- iii) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- iv) The envelop consisting of Financial Offer shall be marked as “Financial Bid”
- v) Prices quoted will be firm for the entire period of Contract.
- vi) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- vii) The financial bid should include incidental charges and customization charges if any.
- viii) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- ix) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- x) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in Form of Bid, his tender may be summarily rejected. The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder

wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

3.11 Non Transferable Bid

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

3.12 Deviations

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

3.13 Deadline for submission of bid

The bid duly filled must be received by BMTPC at the address specified not later than the date and time mentioned in the "Bid Information Sheet". Bid received later than the deadline prescribed for submission of tender by BMTPC will be rejected.

3.14 Withdrawal of bid

No Tender can be withdrawn after submission and during tender validity period. Submission of a tender by a bidder implies that he had read all the tender documents including amendments if any, has made himself aware of the scope and specifications of the installation and commissioning to be done, local conditions and other factors having any bearing on the execution of the installation.

3.15 Sealing and marking of bids

All completed tender documents shall be sealed in an envelope super-scribed with the name of the Bidder and the Tender Document Number as indicated in "Bid Information Sheet". In addition to the above, the envelope shall also contain the name and address of the bidder.

3.16 Opening of the bid

Bids will be opened at the address mentioned in “Bid Information Sheet” in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders.

Bidders or their authorized representatives who are present shall sign register in evidence of their attendance.

Bidder’s name, presence or absence of requisite documents, total cost of project quoted or any other details as BMTPC may consider appropriate will be announced and recorded at the time of bid opening.

3.17 Clarification of the bid

To assist the examination, evaluation and comparison of the tenders, BMTPC may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

3.18 Examination of the bids

BMTPC shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the BMTPC. In case of tenders containing any conditions or deviations or reservations about contents of tender document, BMTPC may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive.

BMTPC’s decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

3.19 Canvassing

No bidder is permitted to canvass to BMTPC on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

3.20 Award of Contract

BMTPC shall issue LoA (Letter of Award) in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post or per bearer. Duly signed and stamped duplicate copy of LoA has to be returned by the selected bidder within a week of receipt of LoA as token of his/her acceptance in totality. This shall constitute a legal and binding contract between BMTPC and the selected bidder.

Successful bidder is required to submit performance bank guarantee as per the format and timeline defined in this Tender Document. Duly signed and stamped Contract Agreement on stamp paper of requisite value has to be submitted to BMTPC within one week of issuance of LoA.

3.21 Method of Submission

The response to Tender Document is to be in the following manner:-

- i) Covering Envelope – Super scribed as “Covering Envelope containing Processing Fee, DD towards EMD” at the top of the Envelope; and “Name & Address of the Bidder” on the left hand side bottom;

It should be addressed to BMTPC and shall contain:

- A. Covering Letter as per Format - A.
- B. DD/Pay order Rs. 1000/- towards the Bid Processing Fee.
- C. EMD of Rs.20,000/- (Demand Draft)

- ii) “Technical Envelope” - Super scribed as “Technical Proposal in response to Tender Document No. BMT/CBM/Knowledge-Portal/2015 (Mention the Tender Document No)” at the top of the Envelope; and “Name & Address of the Bidder” on the left hand side bottom;

This envelope shall be sealed and shall contain the required documents as mentioned in Clause 3.4.

- iii) “Financial Envelope” - Super scribed as “Financial Bid in response to Tender Document No. BMT/CBM/Knowledge-Portal/2015 (Mention the Tender Document No)” at the top of the Envelope; and “Name & Address of the Bidder” on the left hand side bottom;

It shall be sealed and shall contain the Financial bid as per the format mentioned in Chapter 4.

The Sealed Covering Envelope, Technical envelope and the Financial Envelope shall be placed in a bigger envelope which shall have the following Sticker:

Response to Tender Document for “Design, Development & Implementation of Knowledge Web Portal for Sustainable Habitat in India”

<i>Tender Document Reference No.</i>	BMT/CBM/Knowledge-Portal/2015
<i>Last Date of Submission</i>	
<i>Date and Time of Opening of Technical Bids</i>	
<i>Bids Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	<i>Building Materials & Technology Promotion Council Core-5A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003</i>

Important Note: The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

3.22 Clarifications/Enquires/ Amendments

- (i) Clarifications if any, on Tender Document may be sought at the address mentioned in the Bid Information Sheet not later than one week after publication of TENDER DOCUMENT.
- (ii) Amendment/s if any will be uploaded in the website of BMTPC for information of all concerned i.e. www.bmtpc.org. All are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

3.23 Right of BMTPC to reject a Bid

BMTPC reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

3.24 Cancellation of Contract

- i) The BMTPC reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the BMTPC on the following circumstances:
- ii) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- iii) The bidder goes into liquidation voluntarily or otherwise
- iv) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v) If deductions on account of penalties exceeds more than 10% of the total contract price.
- vi) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the BMTPC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the BMTPC may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- vii) BMTPC reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- viii) The Performance Bank Guarantee will be returned to the selected bidder without any interest on performance and completion of the on fulfilment of warranty obligations for the complete terms of the contract.

3.25 Important notes and instructions to Bidders

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner

whatsoever, BMTPC reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/PBG provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.

- c. Response submitted by the Bidder shall become the property of the BMTPC and the BMTPC shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.7.
- d. All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- e. Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of BMTPC in this respect shall be final and binding.
- f. The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the installation and commissioning. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- g. BMTPC may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- h. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- i. Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by BMTPC.
- j. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- k. Non submission and/or submission of incomplete data/information required under the provisions of Tender Document shall not be construed as waiver on the part of BMTPC of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- l. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.

- m. BMTPC reserves the right to delete items from the schedule of requirements specified in the tender. BMTPC also reserves the right to alter the quantity and vary specifications.
- n. BMTPC reserves the right to make any changes in the terms and conditions of the tender.
- o. BMTPC shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- p. BMTPC will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

Section 4

BID EVALUATION

4. BID EVALUATION

The bids, which are determined as substantially responsive, shall be evaluated by the BMTPC for technical compliance and then price aspects. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per clause 3.4 of this Tender Document, failing which his tender is liable to be rejected.

4.1. Technical Evaluation:

Bidders will be evaluated on the basis of 'Minimum Eligibility Criteria' and the criteria for evaluation of Technical Bids will be as given below. Qualifying score will be **60 marks**:

S.No	Description	Points
1	Suitability of the proposal – it should meet the scope set in RFP	20 Points
2	Expertise in web designing and development – 5 websites design and shall be evaluated based on content, easiness to browse, compatibility and creativity. 9 Points each	45 Points
3	List of clients you have worked with. (Max 10 Clients will be taken & one point each)	10 Points
4	Experience of the company (Max 10 years and one point each)	10 Points
5	Candidates experience – Successful completion of similar projects. (Maximum 5 candidates, 2 points each)	10 points
6	Percentage of your staff that would work on this project relative to your entire staff (25% desirable)	5 Points

Companies whose technical bid meets the minimum qualification criteria may be called for a presentation. Financial bids will be opened subsequently.

4.2. Financial Bid Evaluation:

Bidders qualified after Technical evaluation shall be notified of financial bid opening date & time through the website. Representative of qualified bidders desirous of attending the financial bid opening may join the same at scheduled date and time at BMTPC office.

The BMTPC reserves the right to negotiate the offer submitted by the bidder to withdraw certain conditions or to bring down the rates to a reasonable level. The bidder must note that during negotiations of rates of items can only be reduced and not increased by the bidder. In case the bidder introduces any new condition or increases rates of any item,

his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

The complete financial proposal (Ref: Format 3) consists of the following:

1. Design, Development, Security audit, domain name registration, hosting, Go-Live and Maintenance support for one year post Go-Live for Knowledge Portal for Sustainable Habitat in India
2. One Resident Software Engineer for six months post Go-Live

Evaluation of the bid will be done on the basis of total price (TOTAL in Section-7, Format 3) inclusive of all taxes & duties. Contract will be awarded to the bidder, whose commercial offer (TOTAL) as per financial proposal in Section-7, Format - 3) has been determined to be lowest evaluated offer after evaluating the technical offers.

Contract may be awarded even if only one bidder qualifies technical/commercial offer. However, BMTPC reserves the right to take appropriate decisions in such case and shall not be binding on the BMTPC to award the contract.

The format for financial bid is placed in Section 7 - Format 3.

Section 5

SPECIAL CONDITIONS OF CONTRACT (SCC)

5. SPECIAL CONDITIONS OF CONTRACT

5.1. Scope of the project

The scope of the project is to design, develop and host a content centric web portal as described in sections 8, 9, 10 and 11 of this document. Some of the important guidelines which the website should meet are:

1. Portal should be designed in a way that it will permit BMTPC officials to update the content/pages easily and quickly using a web-based interface.
2. Portal should have user identity management facility.
3. Link existing website to the newly designed portal.
4. Domain name registration of the knowledge portal.
5. Website should allow the users to upload, access and navigate the information easily.
6. BMTPC logos, or any other logo as decided by BMTPC, should be displayed prominently throughout the website.
7. Necessary software and licenses are to be provided to maintain the website.
8. It should contain in site archive functions, filter options to maximise the search.
9. Portal must be compatible with all the currently available browsers and no plugins are to be required as default to access the portal.
10. Testing to be done on all applicable platforms to ensure that portal is stable and runs fast on all.
11. Web portal must be safe and secure and free of any malware, adware or any such unsecure and unwanted scripts. Security audit and testing of the portal at regular intervals to keep it secure.
12. It should support users to print or email pages.
13. Broad design of the portal to be generic type and different types of categories of contents/user to be maintained by Web-admin with the facility of addition, deletion, edit, restoring and hide from public view.
14. The design and facilities of the portal to be fully in compliance to the **Guidelines for Indian Government Websites (GIGW)** and should be based on **open source software**.
15. Vendor may submit the **Prototype Model of the Portal based on the concept/intent** of the tendered document while submitting technical bid. The vendor may also prepare a presentation on the prototype model.
16. Apart from web-admin, portal will be having a family of users who would be responsible for managing content in specific areas such as Building Materials, construction Technology, PACs, Events/Seminars, Publications.
17. Access for registered users to be provided based on types of membership which may govern number of pages/content to be displayed.
18. If user is not a member of the portal then only 10 % of the content should be visible. As such users may be given/ exposed to limited

- contents initially and part/full content only after sign in or after registration.
19. Web-admin and other content managers with admin rights should be given the brief report for the selected user on the basis of web content, time spent, periodicity of visit in order to decide the premium of the content.
 20. Regular updates facility for such as posting of News items, posting of events may be given through the DATA BASE facility using pull and push method the content.
 21. Website administrator may be able to generate the new content reports from the website which will allow him to circulate arrival of the new content on the website to respective content managers.
 22. Registering of users may be automated by using sending “OTP” password to requesting users using mobile telephony and similarly credentials may also to be forwarded on the mobile phone only in order for the website to maintain verified confirmed mobile number database of stake holders.
 23. Web-admin/Content managers to be given the messages broadcasting facility on the portal to stake holders on mobile phone/emails for promotional activities.
 24. Security audit of the portal to be conducted by NICS I empanelled vendors.
 25. All licenses, if any, to be procured in the name of BMTPC.
 26. Registered practitioners/entrepreneurs may maintain a profile based on annual paid membership/per product.
 27. For accepting paid membership facility for users, portal will required to have a payment gateway.

In addition to above, the organisation should develop appropriate training material in order to train back end administrative and user interfaces.

5.2. Features of Knowledge Portal

Knowledge portal is a content centric cataloguing system for a web-based knowledge network as a valuable and sought after resource for technical information on building products, materials, technologies, systems, and processes encompassing sustainable habitat. Some of the features of the portal are listed below:

- It is an ***open, neutral, and free web-based knowledge network*** that will facilitate sharing of data, information and knowledge amongst and between all stakeholders in the built environment sector which is crucial to break free of silos and make availability of data, information and knowledge pervasive along the built environment sector’s value chain.
- It consists of information categories for each of the technical items (e.g. list of manufacturers, application details, design and construction detailing, cost information, installation guide etc.). This includes building products, systems, materials, new technologies and processes of habitat construction. Figure 1 depicts the intent of the knowledge portal.

- List of information about the emerging technologies and building materials shall be exhaustive.
- Portal shall facilitate self-sustenance and quick retrieval of information, reviews, prospective enlister suppliers and manufacturers among many other possible attribute information.

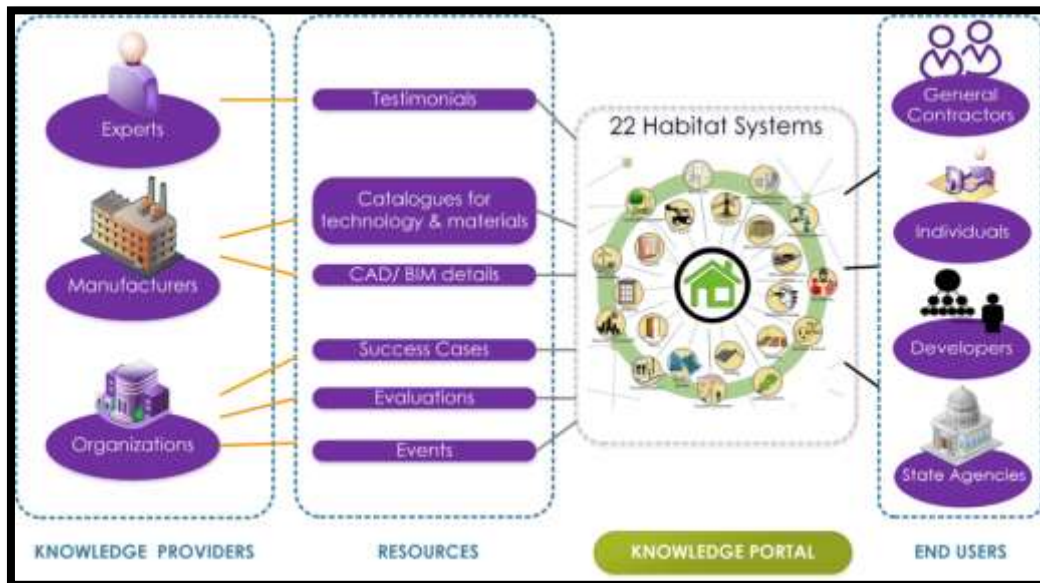


Figure 1: Intent of Knowledge Portal

The portal will be developed based on the following design features:

- It will be **content-centric**. Current and up-to-date content will be crucial for the knowledge network to have its intended impact. The design shall be **agile** and **self-sustaining**.
- The proposed knowledge network while remaining open, free and transparent shall be **moderated**.
- Latest and modern open source **web-technologies** (to make portal for any type of device) shall be used for **responsive** design
- **Interactive** features will be used to make the knowledge network portal attractive for all stakeholders
- Design shall be **neutral** to make the portal available on all devices and platforms especially on **mobile** devices (using mobile web-interface and/or an app interface)

Web portal shall be designed so as to take advantage offered by popular **social media** and shall cover all the systems and components of housing as shown in Figure 2.



Figure 2: Hierarchical system of Knowledge portal (proposed)

5.3. Contents and Structure of Knowledge Portal

The proposed knowledge portal encompasses all the materials, products, technology, people and organizations that can positively impact the delivery of housing for all concept in India. It will be the most valuable and sought after resource for technical information on building products, materials, new technologies, systems, and processes so as to cater all the stakeholders. Alongside this, this will also promote creation of an ecosystem of industry practitioners, researchers, scholars, technical experts, end-users and organizations who can act as a catalyst in the delivery of housing for all mission.

The knowledge network will provide product/material/technology descriptions, design and construction guides, best practices, performance reports, case studies, and other resources that will be of immense help to the built environment sector. The design of the portal will be such that information provided in the portal will be entered by different stakeholders corresponding to the housing sector. This information will be moderated by a committee of experts but will not be guaranteed by BMTPC. Hence, BMTPC will not liable for any errors, inaccurate, unreliable and incomplete information provided in the portal. Figures (3 through 7) provided below graphically illustrate these design features and other key attributes for the proposed web-based knowledge network/portal to promote Housing for All concept in India.

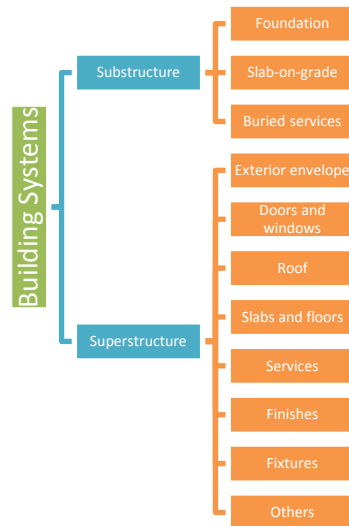


Figure 3: Preliminary Classification System for Product Information

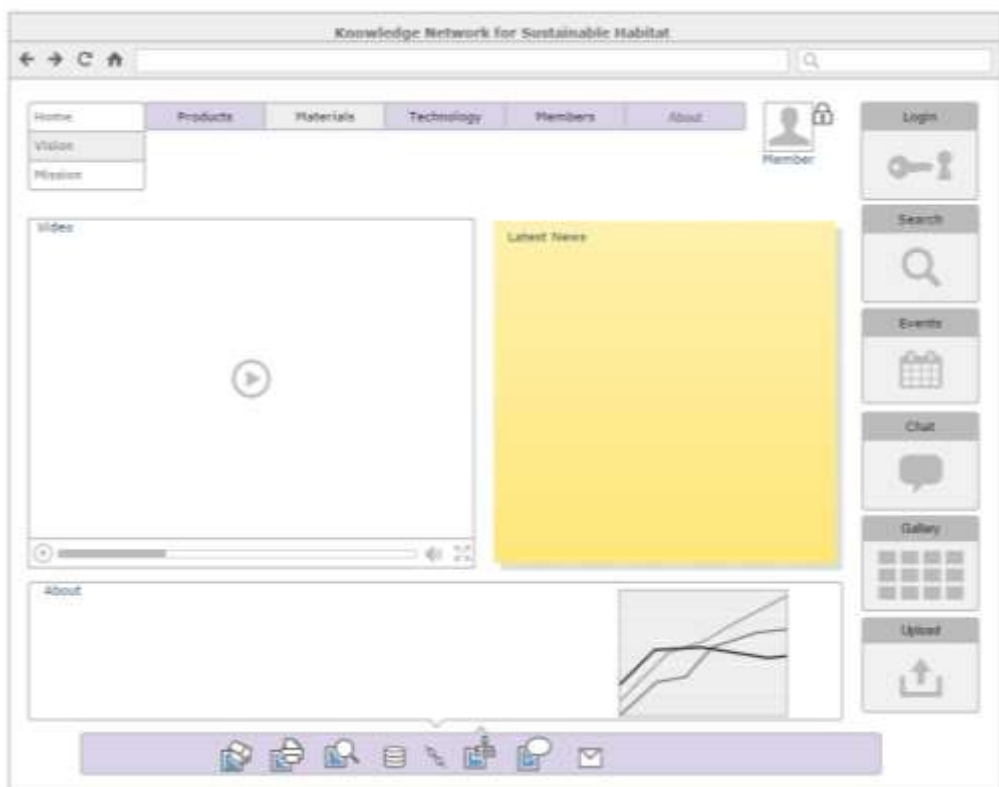


Figure 4: Preliminary Wireframe Diagram of the Home Page

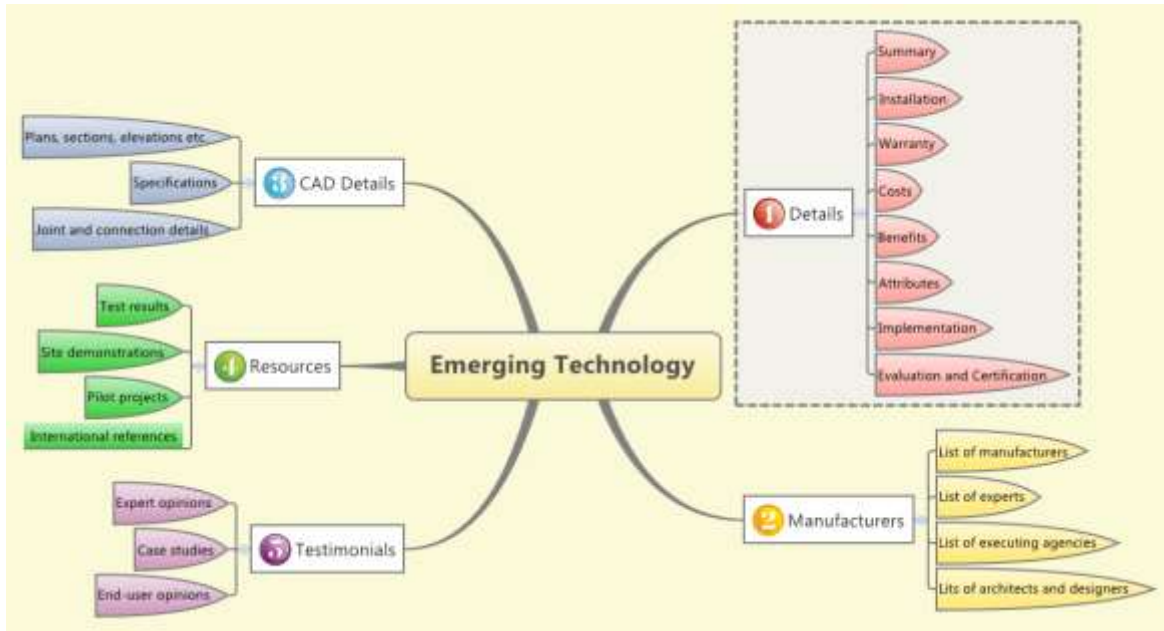


Figure 5: Mind Map of Information Topics for Proposed Portal

Autoclaved Aerated Concrete (AAC)
Manufactured building block made of all-natural raw materials

Details | Manufacturers | Testimonials | Resources | CAD Details

Summary | Installation | Warranty | Benefits/Costs | Attributes: | Ease of Implementation: | Initial Cost: | Operational Cost: | Field Evaluations: | Code Acceptance

Summary

Builders in the U.S. can use an innovative concrete material that Scandinavians have built their homes with for decades. Autoclaved Aerated Concrete (AAC) is a precast structural product made with all-natural raw materials. In 1914, the Swedes discovered a mixture of cement, lime, water and sand that expands by adding aluminum powder. The material was further developed to what we know today as autoclaved aerated concrete (also called autoclaved cellular concrete).

It is an economical, sustainable, solid block that provides thermal and acoustic insulation as well as fire and termite resistance. AAC is available in a variety of forms, ranging from wall and roof panels to blocks and lintels. Although it has been a popular building material in Europe for over 50 years, AAC has only been introduced to the U.S. in the past two decades.

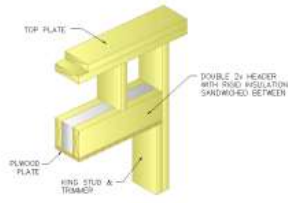
To manufacture AAC, Portland cement is mixed with lime, silica sand, or recycled fly ash (a byproduct from coal-burning power plants), water, and aluminum powder or paste and poured into a mold. The reaction between aluminum and concrete causes microscopic hydrogen bubbles to form, expanding the concrete to about five times its original volume. After evaporation of the hydrogen, the now highly closed-cell, aerated concrete is cut to size and formed by steam-curing in a pressurized chamber (an autoclave). The result is a non-organic, non-toxic, airtight material that can be used for wall

[Find Manufacturers](#)


Figure 6: Sample Screen of Product Information (Source: NAHB)

Insulated Header Isometric Cut View

This is an isometric view depicting an insulated header.



Labels in the diagram:
TOP PLATE
DOUBLE 2x HEADER WITH RIGID INSULATION SANDWICHED BETWEEN
PLYWOOD PLATE
RING STUD & TRACK

See a detailed [DWF Drawing](#) .
[Autodesk DWF Viewer](#) required.

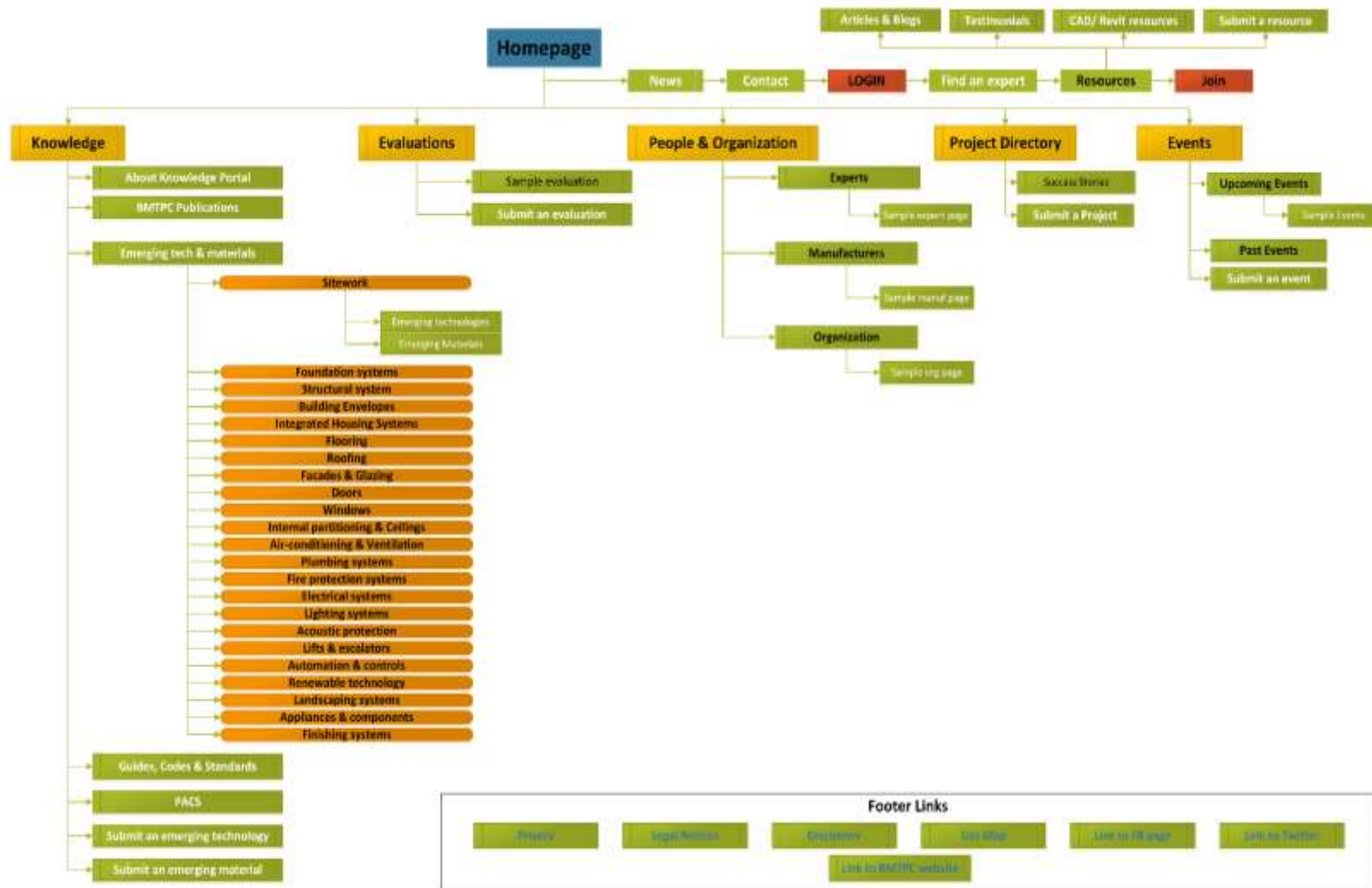
[DWF](#) [DWG](#) [DXF](#) [PNG](#)

DIRECTIONS: To download a construction-ready CAD drawing, RIGHT click on appropriate link above, and select "Save Target As". Make sure the save type is set to "All Files", then click the save button. Find out more about [file compatibility](#).

NOTE: Some browsers may add a ".txt" extension to the downloaded file name. You can fix this by simply renaming the file and removing this extra extension.

Figure 7: Sample Screen of Construction Detailing (Source: NAHB)

5.4. Proposed Site Map of Knowledge Portal (Fig 8)



5.5. Use Case Diagram for Knowledge Portal for Sustainable Habitat

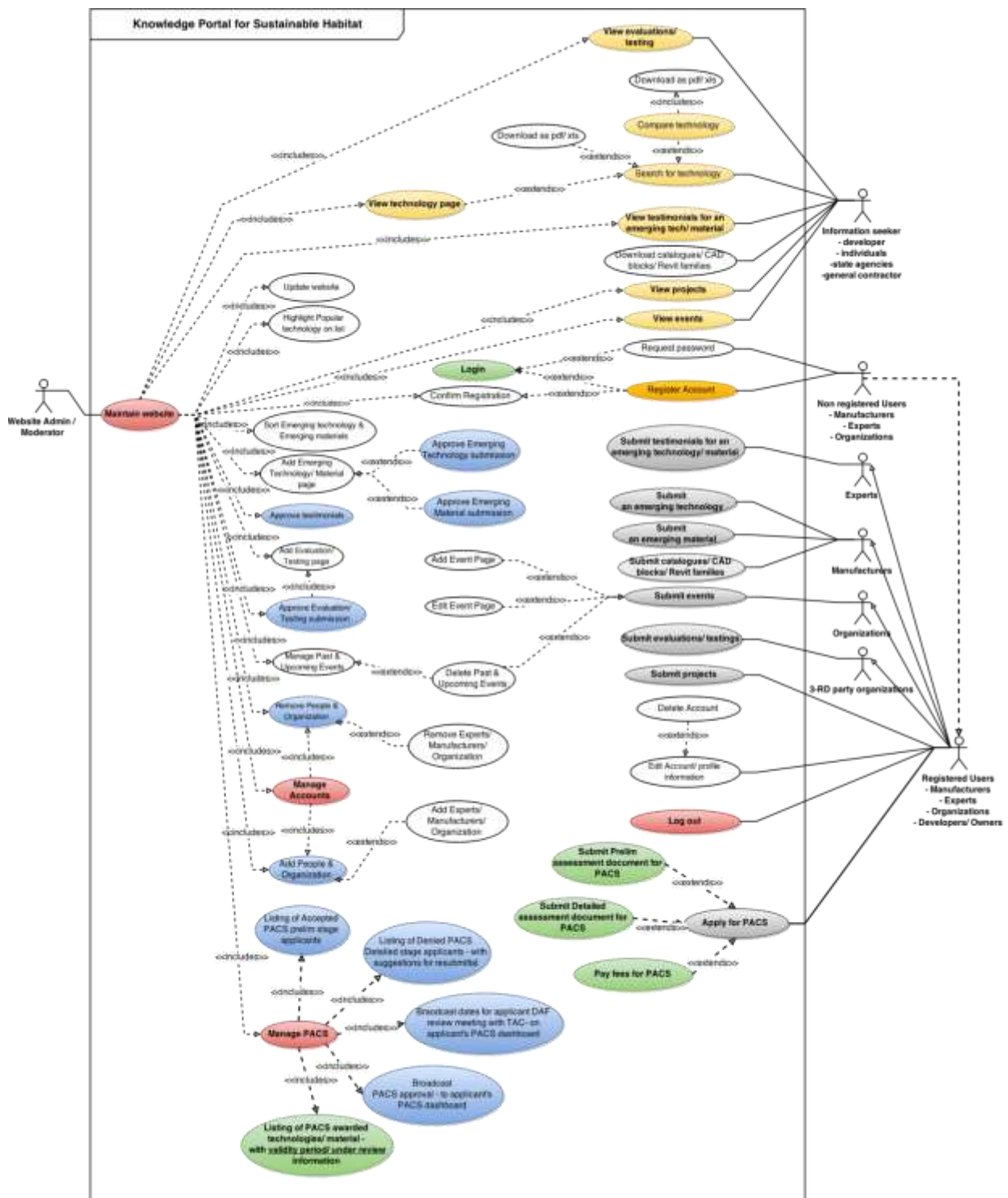


Figure 8: Use case diagram depicting functional design of Knowledge portal system

In designing a knowledge portal, it helps to imagine how the interaction occurs between people who would use it. The main interacting parties shall be:

- Website Administrator/ Moderator
- Information Seeker- Developers/ Individuals/ State Agencies/ General Contractors
- Non registered Users- Experts/ Manufacturers/ Organizations/ Developers-owners
- Registered Users- Experts/ Manufacturers/ Organizations/ Developers-owners

5.6. Functional Design- Interaction between System and Users

The proposed Sustainable knowledge portal shall interact with the above mentioned participants in the following manner:

- i) Website Administrator/ Moderator
 - a) Manage Website
 - Manage Accounts
 - Manage PACS (Performance Appraisal Certification Scheme of BMTPC)
 - Manage Pages
- ii) Information Seeker- Developers/ Individuals/ State Agencies/ General Contractors
 - a) View and print pages
 - b) Download resources
- iii) Non registered Users- Experts/ Manufacturers/ Organizations/ Developers-owners – shall have access to login page to perform the following functions:
 - a) Register for Account
 - b) Request forgotten password
- iv) Registered Users- Experts/ Manufacturers/ Organizations/ Developers-owners/ Evaluating 3rd party organizations – upon registration shall have access to an account dashboard through which they may do the following functions
 - a) Submit emerging technology
 - b) Submit emerging material
 - c) Submit testimonials
 - d) Submit events
 - e) Submit evaluations/ testing
 - f) Submit projects
 - g) Apply for PACS

The BMTPC shall be closely involved in approval of the PACS application submittals from prospective applicants. The TAC- Technical advisory committee for BMTPC shall notify and appraise the moderator (Website administrator organization) timely of the approvals of PACS documents to enable the update of the listings on the portal.

5.7. Envisaged Web Page contents

- Home Page
 - The home page shall allow people to learn about the various knowledge areas within the 22 Habitat systems and explore emerging technology and material enlisted under these categories.
- Knowledge Portal's Uniform Page Header : The portal's header strip shall host the link to the following pages:
 - Link to the home page- The logo for the Portal (not BMTPC, logo shown in graphics are for representation purposes only)
 - The Navigation Links- carrying links to – Knowledge page, Evaluations page, People & Organization page, Project Directory landing page and Events page
 - News
 - Resources/ CAD details/ Revit families
 - Find an expert – linked to People & Organization landing page
 - Contact
 - JOIN - linked to register for new account
 - LOGIN – for sign in access to existing account holders
- Uniform Page Footer : The repeating footer element shall contain the links to the following pages:
 - Copyrights
 - Privacy policy
 - Legal notices/ Trademark information
 - Disclaimer information
 - Site map
 - Social network page access- Twitter, Facebook, LinkedIn, and other popular network sites
- Knowledge Page
- Emerging Technologies Page
- Site Work
- Evaluation Page
 - Evaluation Entry Sample Submit Page
 - Evaluation Entry Details Submit page
 - Evaluation Entry Results submit page
 - Evaluation Entry Resources Submit page
- People & Organisation Page
 - Experts Page
 - Expert Submit page
 - Manufacturers Page
 - Manufacturer's Submit Page
 - Organisation Page
 - Organisation Submit Page
- Project Directory Page
 - Project Sample Page
 - Project Submit Page
- Events Page
 - Event's Submit Page
- Emerging Technologies Page

- Emerging Technology Submit Pages
- Emerging technology Evaluation Page
- Emerging Technology Case study Page
- Emerging Technology resources Page
- Emerging Materials Page

The list is not exhaustive but is suggestive only.

5.8. Benefits of the Knowledge Portal

- It facilitates centralised monitoring and implementation of emerging technologies and building materials
- Sharing of detailed information about emerging technologies and materials across the states will increase the financial sustainability of housing projects in a way leading to production of more housing units.
- Portal provides a wide variety of approved choices and detailed list of attributes linked to each module in building sustainable habitat
- It shall aid in formulation and reviewing policies, standards and guidelines focussing on housing for all concept by grouping under a common head.
- It shall connect people and organisations working for the same theme

5.9. Deliverables

1. Software Requirement Specification Document and Design Document.
2. Prototype of the solution
3. Source code in CD/DVD
4. Testing report with security audit report
5. Onsite Training
6. User Manual

5.10. Project Duration

Duration proposed for the project is **2.5 Months** from the award of the project by BMTPC and one year support post Go-Live. The proposed mile stones are:

- Milestone 1 - Portal design consisting of information architecture, visual design, usability and other related items – **30 Days from award of the project**
- Milestone 2 – Portal development consisting of creation of HTML pages, scripts, databases, CMS development etc.– **60 Days from award of the project**
- Milestone 3 – Portal Testing ensuring the functionality and compatibility – **70 Days from award of the project**
- Milestone 4 - Hosted portal, source code, user manuals, training - **75 Days from award of the project**

5.11. Payment Structure

Milestone	Payment (% of Sub Total Cost 'A' as per Financial Proposal in Format-3)
Milestone 1	20
Milestone 2	25
Milestone 3	30
Milestone 4	25

Payment after Go-live (Sub Total Cost 'B' as per Financial Proposal in Format -3) will be paid quarterly. Payment will be released only on submission of Invoice/Bill duly completed in all respect.

5.12. Penalties

If the vendor fails to complete in full, all delivery and implementation according to the project schedule, BMTPC reserves the right to recover penalty @ 1.0% of the values given for the contract value for each complete week or part thereof, for delay up to a maximum of 10% of value of contract price. Thereafter, BMTPC will have the right to terminate the contract in case of delay beyond 10 weeks and would have the option to execute the project from market at vendor's risk and cost.

BMTPC would deduct from the amount due for payment to the vendor, the amount charged as penalty. If the amount of such penalty exceeds the payments due to the vendor, the vendor shall within 15 days make the full payment to BMTPC failing which the PBG of the vendor will be encashed.

SECTION 6

General Conditions of Contract (GCC)

6.1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

6.2. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and BMTPC, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

6.3. Penalties

In case of any default or delay in performing any of the regulatory/open-access obligation, BMTPC reserves the right to recover the same from the Successful Bidder subject to the maximum of 10% of the Contract price quoted by the Successful Bidder.

6.4. Use of Contract Documents and Information; Inspection and Audit by the Government

6.4.1. The Successful Bidder shall not, without BMTPC's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of BMTPC in connection therewith, to any person other than a person(s) employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

6.4.2. The Successful Bidder shall permit BMTPC to inspect the Successful Bidder's accounts and records relating to the performance of the Successful Bidder and to have them audited by auditors appointed by BMTPC, if so required by BMTPC.

6.5. Performance Security/ Performance Bank Guarantee (PBG) towards Security:

6.5.1. Within 21 days of receipt of the Notification of Award from BMTPC, the Successful Bidder shall furnish Performance Security initially to BMTPC for an amount of 10% of the total Contract Price valid up to 30 months from the date of Notification of Award. There after PBG shall be renewed, if required by BMTPC for further renewed period of Contract.

- 6.5.2. Performance security shall be forfeited by BMTPC in the event of Successful Bidder's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Penalties which SECI may recover.
- 6.5.3. The Performance Security shall be denominated in Indian Rupees and shall be in the form of Demand Draft.
- 6.5.4. In the event of any contract amendment for the period of contract, the Successful Bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security in line with GCC clause 6.5 mentioned above.

6.6. Inspections

- 6.6.1. Inspection of Works and Services: BMTPC or its representative shall have the right to inspect the works of the Successful Bidder to confirm their conformity to the Contract specifications at no extra cost to BMTPC. BMTPC may send a representative / group of representatives to the Successful Bidder premises for inspection of their works.
- 6.6.2. All reasonable Works and assistance, including access to data shall be furnished to the inspectors at no cost to BMTPC.

6.7. Delivery

- 6.7.1. Delivery of the Works shall be made by the Successful Bidder in accordance with the requirement raised by BMTPC.

6.8. Payment

- 6.8.1. The Successful Bidder's request(s) for payment shall be made to BMTPC in writing, accompanied by an invoice describing, as appropriate, and upon fulfillment of other obligations stipulated in the contract.
- 6.8.2. Payment will be based on the rates quoted by the Successful Bidder in his price bid.
- 6.8.3. Payments shall be made promptly by BMTPC to the Successful Bidder subject to verification & approval by BMTPC.
- 6.8.4. Payment shall be made in Indian Rupees.
- 6.8.5. In the event of excess release of funds to Successful Bidder, BMTPC shall demand and recover from Successful Bidder such excess disbursements and Successful Bidder would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.

6.8.6. Taxes, if any, as applicable shall be deducted at source from all the payments made to the Successful Bidder.

6.9. Prices

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder.

6.10. Contract Amendments

No variation in or modification of the terms of the Contract shall be accepted except by amendment issued by BMTPC.

6.11. Assignment

The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with BMTPC's prior written consent.

6.12. Time of completion

The Work covered by this Contract shall be completed as mentioned in this document. BMTPC may also issue instructions to the Successful Bidder on time to time which shall also be complied.

6.13. Default in Contracts obligation

6.13.1. In case of any default or delay in performing any of the contract obligation, BMTPC reserves the right to recover the actual damages/loss from the successful bidder but in any case total liability of the Successful Bidder under this contract shall not exceed total contract value/price.

6.13.2. In addition to Clause 6.13.1 above, BMTPC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

6.13.3. If the Successful Bidder fails to deliver any or all of the Work as required by BMTPC.

6.13.4. If the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.

6.13.5. If the Successful Bidder, in the judgment of BMTPC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

6.14. Discrepancies between instructions:

Should any discrepancy occur between the various instructions furnished to the Successful Bidder, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Successful Bidder's staff and the BMTPC's staff, the Successful Bidder shall refer the matter immediately in writing to the Executive Director whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

6.15. Force Majeure

6.15.1. Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, Penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.15.2. For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by BMTPC and its decision shall be final and binding on the Successful Bidder and all other concerned.

6.15.3. In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, BMTPC has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.

6.15.4. If a force majeure situation arises, the Successful Bidder shall notify BMTPC in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify BMTPC not later than 3 days of cessation of force majeure conditions. After examining the cases, BMTPC shall decide and grant suitable additional time for the completion of the Work, if required.

6.16. Termination for Insolvency

BMTPC may at any time terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect

any right of action or remedy which has accrued or will accrue thereafter to BMTPC.

6.17. Termination for Convenience

BMTPC, by written notice sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for BMTPC's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

6.18. Award Criteria

BMTPC will award the Contract on turnkey basis to the Successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.

6.19. Notification of Award/Letter of Award

Prior to the expiration of the period of Bid validity, BMTPC will issue Notification of Award of Contract to the Successful Bidder in writing by letter or by fax/Email, to be confirmed in writing by letter, that its Bid has been accepted.

6.19.1. The Notification of award will constitute the formation of the Contract and the awardee would be required to acknowledge the same and send the Duplicate copy, duly stamped and signed by the Authorized signatory.

6.20. Successful Bidder Integrity:

The Successful Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

6.21. Successful Bidder's Obligations:

6.21.1. The Successful Bidder is obliged to work closely with BMTPC's staff, act within its own authority and abide by directives issued by BMTPC. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free BMTPC from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold BMTPC responsible or obligated.

6.21.2. The Successful Bidder will treat as confidential all data and information about BMTPC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of BMTPC.

6.22. Settlement of Disputes

6.22.1.If any dispute of any kind whatsoever shall arise between BMTPC and Successful Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.

6.22.2.If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance to with GCC Sub Clause 6.22.2, shall be finally settled by arbitration.

6.23. In case the Successful Bidder is a Public Sector Enterprise or a Government Department

In case the Successful Bidder is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

6.24. In case the Successful Bidder is not a Public Sector Enterprise or a Government Department.

In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, the ED of BMTPC or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

6.24.1.The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.

6.24.2.The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.

6.24.3.Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.

6.24.4.The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

6.24.5.If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 6.27(Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.

6.24.6.Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.

6.24.7.Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

6.25. Limitation of Liability

The aggregate liability of the Successful Bidder to BMTPC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value.

6.26. Governing Language

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

6.27. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

6.28. Notices

6.28.1.Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Bid.

6.28.2.A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.29. Taxes and Duties

Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by BMTPC.

6.30. Successors and Assigns:

In case BMTPC or Successful Bidder undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by a order / decree of court & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

6.31. Severability:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

6.32. Counterparts:

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

6.33. Rights & remedies under the contract only for the parties:

This contract is not intended & shall not be construed to confer on any person other than BMTPC & Successful Bidder hereto, any rights and / or remedies herein.

6.34. Statutory Acts

6.34.1. All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Bidder for the successful execution of the said Work.

6.34.2. The Successful Bidder shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. BMTPC shall have no liabilities in this regard.

6.35. Bidder to Inform himself

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

6.36. Compliance of Govt. Regulations

The Successful Bidder should execute and deliver such documents as may be needed by BMTPC in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Bidder and BMTPC shall not be responsible in any manner whatsoever.

6.37. Successful Bidder Liability

Successful Bidder hereby accepts full responsibility and indemnifies BMTPC and shall hold BMTPC harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify BMTPC and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

6.38. Indemnity Damages and Insurance

The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work.

6.39. IPR

The entire software developed under this contract shall be property item of BMTPC and it will not under any circumstance be commercially distributed or exploited by the vendor in direct or modified form.

Section 7

FORMATS FOR BID SUBMISSION

Section 7

7.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3 and other submission requirements specified in the Tender Document.

- i. Format of Covering Letter (Format 1)
- ii. Format for Covering letter of Financial Proposal and Financial Bid (Format 2)
- iv. Format for Draft Contract Agreement (Format 3)

The Bidder may use additional sheets to submit the information for his detailed response.

FORMAT-1

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

To

The Executive Director
Building Materials & Technology Promotion Council
Ministry of Housing & Urban Poverty Alleviation,
Core-5A, 1st Floor, India Habitat Centre, Lodhi Road,
New Delhi – 110003

Sub: Response to Tender Document No. BMT/CBM/Knowledge-Portal/2015 dated 27.08.2015 for “Design, Development & Implementation of Knowledge Web Portal for Sustainable Habitat in India”

Dear Sir,

We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we including have not submitted more than one response to Tender Document including this response to Tender Document. We are submitting application for the Design, Development & Implementation of Knowledge Web Portal for Sustainable Habitat In India.

1. We give our unconditional acceptance to the Tender Document, dated _____ [Insert date in dd/mm/yyyy], issued by BMTPC. In token of our acceptance to the Tender Document, the same have been initialed by us and enclosed with the response to Tender Document.

2. We have enclosed EMD of Rs. (Insert Amount), in the form of DD no.....[Insert DD number] dated [Insert date of DD] and Processing fee of Rs. (Insert Amount), in the form of DD no.....[Insert DD number] dated [Insert date of DD].

3. We have submitted our response to Tender Document strictly as per Section – 7 (Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

4. We hereby unconditionally and irrevocably agree and accept that the decision made by BMTPC in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

5. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.

7. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from BMTPC.

8. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.

9. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance (i.e. a period of ninety (90) days from the date of opening of tender).

10. Contact Person

Details of the representative to be contacted by BMTPC are furnished as under:

Name :
Designation:
Company :
Address :
Phone Nos.:
Mobile Nos.:
Fax Nos. :
E-mail address :

11. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board

FORMAT- 3

FINANCIAL PROPOSAL

Covering Letter (On Bidder's letter head)

[Date and Reference]

To,

The Executive Director
Building Materials & Technology Promotion Council
Ministry of Housing & Urban Poverty Alleviation,
Core-5A, 1st Floor, India Habitat Centre, Lodhi Road,
New Delhi – 110003

Sub: Response to Tender Document No. BMT/CBM/Knowledge-Portal/2015 dated 27.08.2015 for “Design, Development & Implementation of Knowledge Web Portal for Sustainable Habitat In India”

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for the Design, Development & Implementation of Knowledge Web Portal for Sustainable Habitat In India as a Bidder.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the date of opening of tender or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

FINANCIAL PROPOSAL

Subject: Response to Tender Document No. BMT/CBM/Knowledge-Portal/2015 dated 27.8.2015 for Design, Development & Implementation of Knowledge Web Portal for Sustainable Habitat in India

S.No.	Description	Amount in INR (in figure)	Amount in INR (in words)
1	Design, Development, Security audit, domain name registration, hosting, Go-Live and Maintenance support for one year post Go-Live for Knowledge Portal for Sustainable Habitat in India		
	Service Tax, if any		
	VAT, if any		
	Sub-Total (A)		
2	One Resident Software Engineer for six months post Go-Live		
	Service Tax, if any		
	VAT, if any		
	Sub-Total (B)		
	Total (A + B)		

Note: In the event of arithmetic calculation mistake, the individual amount in words shall be considered for calculation.

Authorized Signatory
Name
Designation
Name of the Company
Address

FORMAT- 4

Draft Contract Agreement

(To be executed on requisite value of stamp Papers)

This Agreement is made at New Delhi on the _____ day of _____
2015_____

Building Materials & Technology Promotion Council, Core-5A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003 hereinafter called “the Purchaser” of the one part and _____ (Name of Successful Bidder) (Address of Successful Bidder) _____ of _____ hereinafter called “the Supplier” of the other part.

Whereas the Purchaser is desirous that certain Works should be executed, viz Design, Development & Implementation of Knowledge Web Portal for Sustainable Habitat in India (as described on these bidding documents) hereinafter called “the Works” and has accepted a bid by the Supplier for the execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:

- Letter of Award and Acceptance
- Bid Information Sheet
- Bid information and Instructions to Bidders
- Bid Evaluation
- Special Conditions of Contract (SCC)
- General Conditions of Contract (GCC)
- Formats for submission of Bid

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the works by _____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of Rs _____ being the sum stated in the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Jurisdiction of Court: The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Supplier
Signature of the authorized official
Name of the official
Stamp/Seal of the Supplier

For and on behalf of the Purchaser
Signature of the authorized official
Name of the official
Stamp/Seal of the Purchaser

SIGNED, SEALED AND DELIVERED

By the said _____
Name _____ on behalf of
the Supplier in the presence of:
Witness _____
Name _____
Address _____

By the said _____
Name _____ on behalf of
the Purchaser in the presence of:
Witness _____
Name _____
Address _____

