

**Limited Tender  
For  
Redesign and Development of NGT Web Portal <http://greentribunal.gov.in> with  
integrated Case Management System.**

**File no. NGT/IT/ ...../01/2014**

**Limited Tender Document  
April 2014**

**National Green Tribunal  
(Government of India)**

**Office/ Principal Bench  
National Green Tribunal  
Faridkot House,  
Coppernicous Marg,  
New Delhi – 110001  
Phone :**

File no. NGT/IT/ ...../01/2014

Date : 26-04-2014

**NOTICE INVITING TENDER  
Limited Tender**

National Green Tribunal  
Govt. of India



File No. NGT/ ...../2014

Dt.26.04.2014

M/s.

Dear Sirs,

**SUB: Redesign and Development of NGT Web Portal <http://greentribunal.gov.in> with integrated Case Management System. To be hosted on Govt. of India web- hosting facility at NIC.**

NGT invites offers for “Redesign and Development of NGT Web Portal <http://greentribunal.gov.in> with integrated Case Management System which is prevalent in Supreme Court of India. This is to be hosted on Govt. of India web-hosting facility at NIC.

NGT already has a website with address <http://greentribunal.gov.in> hosted on NIC webhosting facility. The domain name & address for the revamped NGT web portal will remain the same.

| S.No. | Item & Work Description  | Approx. Cost (Rs)                   | Delivery Period                |
|-------|--|-------------------------------------|--------------------------------|
| 1     | A. Redesign and Development of NGT Web Portal <a href="http://greentribunal.gov.in">http://greentribunal.gov.in</a> with Integrated Case Management System To be Hosted On GOI Web Hosting Facility at NIC<br>B. Software Requirement Specification of Case management System. | 2.00 Lac<br>( Rupees Two Lacs Only) | 10 weeks<br>after LOI from NGT |

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Your most competitive offer in a sealed envelope (Single Packet should be superscribed "To be opened by the addressee only.") Offers should be submitted in as a single bid with separate sections

1. Website Design Document & Content Management System for Maintenance and User access control on website.
2. Design and Software Requirement Specification for Case Management System catering to court activities at principal bench, New Delhi and Five other benches at Bhopal, Chennai, Kolkata,..... and circuit courts at Shimla, Shilong, Jodhpur etc.. Ongoing Case management and E-filing System of Supreme Court of India is to be taken for reference.
3. Project Management Schedule and time line for delivery of the project.
4. Financial offer clearly mentioning the breakup and Total cost in INR.
5. Terms and Conditions
6. Signed Copy of the Bid Document.

Offer for "Redesign and Development of NGT Web Portal <http://greentribunal.gov.in> with integrated Case Management System which is running in Supreme Court of India. This is to be hosted on Govt. of India web- hosting facility at NIC.." Package should reach to:

**Registrar General– NGT ,**

**Attn: Mr. Sanjay Kumar  
National Green Tribunal.,  
Faridkot House,  
Coppernicous Marg,  
NEW DELHI – 110001**

Latest by 14.30 hrs. on 07/05/2014.

Tenders shall be opened in the presence of representatives of Tenderers (who wish to attend tender opening) at 15.30 hrs on the same day. If the day of opening happens to be a holiday, the same shall be opened on next working day at 15.00 hrs.

Only after assessing suitability as per the technical specifications and financial terms and conditions laid by NGT in the bid, the successful bidder will be issued letter of award.

**Tender documents can also be downloaded from NGT's web site <http://greentribunal.gov.in> from the -----Tender Info section. There is no cost of the tender document.**

Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.

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NGT reserves the right to Cancel/Postpone the tender and submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof.

Tenderer, may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of NGT in this regard shall be final and binding.

The validity of the offer shall be 90 days from the date of opening of the tender.

For & on behalf of  
**National Green Tribunal**

Registrar General

## 2. INSTRUCTIONS TO TENDERERS

### 1 **General**

- 1.1 Items for Redesign and Development of webportal & Case Management System : As indicated in 'Tender Sheet'.
- 1.2 A bidder in the capacity of Individual or Sole Proprietor, Partnership firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory.
- 1.3 The service is proposed to be executed under the following relationship.
- a) Purchaser/ NGT National Green Tribunal address as given in 'Tender Sheet'.
- b) Provider : The successful tenderer to whom the provision is awarded shall become the provider for the Design, Development and hosting of the web portal and Case management system.
- 1.4 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/"tenderer"), "bid/tendered", "bidding"/"tendering", etc.) are synonymous. Day means calendar day.
- 1.5 Scope of Design, Development and hosting of the web portal and Case management system: As indicated in 'Tender Sheet'.
- 1.6 Approximate Estimated cost of the Project is as indicated in the 'Tender Sheet.'
- 1.7 Tenderers may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of Purchaser in this respect shall be final and binding.
- 1.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated .

### 2 **Cost of Bidding**

- 2.1 The bidder shall bear all costs associated with the preparation and
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submission of the bid and the Purchaser will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

## **The Bidding Documents**

### **3 Content of bidding documents**

3.1 The bidding documents include the following:

- Notice Inviting Tender
- Instructions to tenderers
- Tender Sheet
- Technical Specifications
- Form of Bid
- Special Conditions of Contract
- Performa of Bank Guarantee
- Annexure

3.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

### **4 Understanding and Amendment of Tender Documents**

4.1 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.

4.2 The bidder is advised to visit NGT and can have discussion for Web portal Design, Development and hosting of the web portal and Case management system with prior notice. NGT will provide details and access to its existing domain once the web site is declared safe to host by CERT-IN. The bidder must obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract as per GOI/ NIC security compliances of the web portal. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the installation.

4.3 At any time prior to the deadline for submission of bids, Purchaser may for any reason whether at its own initiative or in response to any

request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall be advised to all the prospective bidders.

- 4.4 Purchaser may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

## **C. Preparation of the Bids**

### **5 Language of Bid**

- 5.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

### **6 Signing of All Bid papers.**

- 6.1 All the pages of the tender documents, technical specifications and Form of Bid submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Enclose original Power of Attorney).

- 6.2 While filling up the rates in the Form of Bid , tenderer 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.

- 6.3 The tenderer must fill and submit the rates as per instructions given in Form of Bid. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate for any item in Form of Bid, his tender may be summarily rejected.

### **7 Deviations**

- 7.1 The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

### **8 Transfer of tender documents**

Transfer of tender documents by one intending tenderer to another

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tenderer is not permissible. Tenderer can submit tender only on the documents issued to him.

**9 Period of validity of the tender**

9.1 The tender shall remain valid for the period indicated in “Tender Sheet” after the date of the opening technical bid of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Purchaser, the tender shall be liable to be rejected.

9.2 Notwithstanding the above clause, Purchaser may solicit the tenderers’ consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

**D. Submission of Bids**

**10 Deadline for submission of tender**

10.1 The tender duly filled must be received by Purchaser at the address specified not later than the date and time mentioned in the “Notice Inviting Tender”.

10.2 Tender received later than the deadline prescribed for submission of tender by Purchaser is liable to be rejected.

10.3 Tenders brought to the office of Purchaser later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tenders and may be considered by Purchaser and decided on its merits. The decision of the Purchaser shall be final and binding.

10.4 Any tender received after opening of the tender shall be rejected and returned unopened to the tenderer.

**11 Withdrawal of tender**

No Tender can be withdrawn after submission and during tender validity period.

**12** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and 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.

**13 Sealing and marking of tenders**

13.1 The tenders shall be submitted on or before the due date and time

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with all the relevant documents and the following:

- a) Forwarding letter of the tenderer.
- b) Documents as per checklist (given in the Annexure-II).

- 13.2 All completed tender documents shall be sealed in an envelope superscribed with the name of the Provider and the tender description as indicated in "Tender Sheet".

In addition to the above, the envelope shall also contain the name and address of the tenderer to enable tender to be returned unopened if so required.

## **E. Bid opening and Evaluation**

### **14 Opening of the tender**

- 14.1 Tenders will be opened at the address mentioned in "Notice Inviting Tender" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

- 14.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

- 14.3 Tenderer's name, presence or absence of requisite documents, total cost of project quoted or any other details as Purchaser may consider appropriate will be announced and recorded at the time of bid opening.

### **15 Clarification of the tenders**

- 15.1 To assist the examination, evaluation and comparison of the tenders, Purchaser may at his discretion ask the tenderers 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 tenderer.

### **16 Preliminary examination of bids**

- 16.1 The Purchaser shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

- 16.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between

subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.

17.3 Prior to the detailed evaluation, Purchaser 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. A material deviation, objections, conditionally or reservation is one;

- i) that affects in any substantial way the scope, quality or performance of the implementation.
- ii) that limits in any substantial way, inconsistent with the bidding documents, the Purchasers' rights or the successful Bidder's obligations; or
- iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

17.4 If a bid is not substantially responsive, it shall be rejected by the Purchaser.

17.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Purchaser may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non responsive. Purchaser's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

## **18 Evaluation and Comparison of tenders**

18.1 The bids, which are determined as substantially responsive, shall be evaluated by the purchaser for technical compliance and than price aspects. **The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per Section 5 of this bid, failing which his tender is liable to be rejected.**

18.2 The Purchaser reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. **The tenderer must note that during negotiations of rates of items can only be reduced and not increased by the tenderer. In case the tenderer 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.**

**19 Canvassing**

- 19.1 No tenderer is permitted to canvass to Purchaser on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

**20 Right to accept any tender or reject all tenders**

Purchaser reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

- 21 If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of services, the Purchaser shall deem such tender as invalid.

**22 Award of Contract**

- 22.1 Purchaser shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.
- 22.2 Letter of Acceptance after it is signed by the Supplier in token of his acceptance shall constitute a legal and binding contract between Purchaser and the supplier till such time the final purchase order is issued.
- 22.3 Successful bidder is required to submit performance bank guarantee as per the format attached "Annexure -3".

### 3. TENDER SHEET

| DESCRIPTION   | Reference Clause  |
|---|---|
| <p><b><u>Design &amp; Development Project:-</u></b></p> <p>Redesign and Development of NGT Web Portal <a href="http://greentribunal.gov.in">http://greentribunal.gov.in</a> with integrated Case Management System which is prevalent in Supreme Court of India. This is to be hosted on Govt. of India web- hosting facility at NIC.</p> | <p><b>1.1 &amp; 14.2</b> of Instructions to Tenderers</p>   |
| <p><b><u>Purchaser:-</u></b></p> <p>National Green Tribunal,<br/>Faridkot House, Coppernicous Marg,<br/>New Delhi 110001 .</p>  | <p><b>1.3(a)</b> of Instructions to Tenderers</p>           |
| <p><b><u>Scope of Services –</u></b></p> <p>Redesign and Development of NGT Web Portal <a href="http://greentribunal.gov.in">http://greentribunal.gov.in</a> with integrated Case Management System which is prevalent in Supreme Court of India. This is to be hosted on Govt. of India web- hosting facility at NIC.</p>                | <p><b>1.5</b> of Instructions to Tenderers</p>              |
| <p><b><u>Approximate Cost :-</u></b></p> <p>Rupees Two Lac Only</p>   | <p><b>1.6</b> of Instructions to Tenderers</p>              |
| <p><b><u>Period of Validity of Tender:-</u></b></p> <p>90 Days</p>  | <p><b>9.2.1 &amp; 10.1</b> of Instructions to Tenderers</p> |
| <p><b><u>Installation time and service period:-</u></b></p> <p>Design and development of the web portal should start Immediately in the same week of award of LOA second week and should be completed by the 10th week.</p>   | <p><b>2.0 and 3.0</b> of Special Conditions of Contract</p> |
| <p><b><u>Defect liability of One year and Performance Security:-</u></b></p> <p>One year from the date of Hosting on NIC web hosting facility and Performance guarantee to be valid for the period of contract.</p>   | <p><b>4.0 and 5.0</b> of Special Conditions of Contract</p> |
| <p><b><u>Bank Guarantee</u></b><br/><u>5% of the awarded contract value</u></p>   | <p><b>Annexure 2</b></p>                                    |

#### 4. FORM OF BID

To,

National Green Tribunal,  
Faridkot House,  
Coppernicous Marg,  
New Delhi- 110 001.

Dear Sir/ Madam,

I/We, \_\_\_\_\_ (*Name and address of the tenderer*) have read the various terms and conditions of the tender documents attached here with duly signed by me/us and agree to abide by the same. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and on default thereof our Tender will be rejected.

I/We hereby declare that we understand the requirements of NGT and have discussed with NGT officials about the web portal design and have made ourselves fully conversant of the conditions therein. We propose to provide our services for Software development and Designing of website.

I/We quote the following rates

**Rupees ..... ( in words ) all inclusive.**

Annual recurring Services charge Applicable after 1 year of defect liability period.

**Rupees ..... ( in words ) all inclusive annually.**

And hereby bind ourselves to complete the project in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.

I/We understand that our tender will stand cancelled without prejudice to any other rights and remedies available to NGT in case our tender is accepted and if:-

- i) I/We do not execute the contract within time period specified in the tender documents.
- ii) I/We do not commence the Project implementation as soon as is reasonably possible after the receipt of the Letter of Acceptance or elsewhere stated in the contract document.

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I/We also understand that until a formal contract agreement is signed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and National Green Tribunal (NGT).

Thanking you,

Yours Faithfully,

Signature \_\_\_\_\_ in capacity of \_\_\_\_\_ duly authorized to sign bids for and on behalf of:

\_\_\_\_\_  
*capital letters* (In Block)

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2014

## 5. TECHNICAL SPECIFICATIONS

Scope of the Services:

### 1. Website Development:

To develop a website with Content Management System (CMS). Government of India has released guidelines for Government of India websites (GIGW). This is issued so as to ensure proper standardization of all content and websites.

The website of NGT needs to be redesigned with all dynamic features for updation and prescribed web accessibility features. The new website would also have administrative control for all the Modules and there would be one admin who will update /add /delete website content through Content Management System (CMS).

It is also proposed to include a Content Creator and Approver System wherein authorised individuals from different locations can upload data onto the website which after due approval by designated approver would be available to the Webmaster/Publisher for final hosting onto the website.

NGT's new website must have .

- Website with CMS (Content Management System)
- Website should be easy to Navigate
- Recruitment
- Tenders
- Orders / Notice / Circulars
- Case Monitoring System
- Media Center: Video /Photo gallery
- Feedback / Query / suggestion
- NGT Bench information under map
- Auto Archival Policy.
- NGT should have control to manage/update all the above mentioned features

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- Website should be accessible on all platforms like all major browsers (e.g. internet explorer, Mozilla Firefox, Google chrome), disabled specific devices.
  - To develop Bi-lingual Website with English & Hindi Version and to ensure that Hindi content is universally accessible by using Unicode compliant font.
  - To get Safe to Host Certificate from cert-in empanelled auditor.

### **Development of information architecture at NGT**

This should ensure that the website content is organized as per visitors' expectations. This is to be done by structuring content to give direct access to most sought-after / important information through the home page itself and also by ensuring that user is able to reach any part of the website within limited number of clicks.

### **Development of user interface design**

This has to ensure professional look and feel for the website. All of its expectations related to the overall aesthetics, content presentation structure and content organization structure are to be achieved to the expectation of NGT.

### **Development of guidelines compliant template based on ia and ui design**

This has to ensure that the website is developed as per GIGW guidelines and is universally accessible.

Following will be done to ensure this:

- a. Development of screen reader friendly website.
- b. Restructuring overall content with proper heading structure.
- c. Ensuring compatibility with popular browsers like Internet Explorer, Mozilla Firefox and smart mobile phones.

### **Development of Content Management System (CMS) with workflow**

This is to help NGT website team in making changes in the static website content. This should have following features:

- a. Dynamic menus: Submenus can be created based on the page-tree as pages are added and subtracted.
- b. Bi-lingual support: Content of both languages English & Hindi can be managed from the same control panel. Administrator will be able to add content for both the languages from the same page.
- c. Metadata Insertion: Can be inserted for each page or globally, and for different languages.

- d. Search Engine Friendly URL's: A rewrite engine is software that modifies a web URL's appearance (URL rewriting). Rewritten URLs (sometimes known as short, fancy URLs, or search engine friendly - SEF) are used to provide shorter and more relevant-looking links to web pages.
- e. Rich Text Editor: Multiple RTEs with Microsoft word like icons support for Mac/safari and Mozilla Firefox on all platforms; WYSIWYG editors are highly configurable-buttons and CSS styles can be added and removed.
- f. CSS Styled Content: All aspects of the core functionality can be styled on the website. Most extensions can be styled through CSS.
- g. Online Administration: All administration is handled online via a current web browser.
- h. Audit Trail: Administrators have access to one log in the backend or individual logs on each page where they can view changes that have been made to the database.
- i. Minimal Training Required: Editing content is as easy as editing in Microsoft word. Menu links are automatically generated as an editor adds pages and most content elements features wizards for further ease of use.
- j. Site Map: A hierarchical visual model of the pages of a Web site. Site maps help users navigate through a Web site that has more than one page by showing the user a diagram of the entire site's contents.

### **Bilingual Management Module Development**

- a. Website to be developed in English & Hindi Version both. Translation and content will be provided by NGT.
- b. The front-end website as well as the backend administrator panel should be made compliant to handle the Bi-lingual requirements.
- c. Front-end Web Portal to have all the content including dynamic & static text in both the languages.
- d. It should allow Administrator to enter content for all the CMS Pages separately in Hindi.

### **News & Announcements Module**

- a. Administrator should be able to Publish Latest News & Announcements on the website.
- b. Administrator should be able to View/Add/Edit/Delete News/Press Releases by adding News Titles and Details through WYSIWYG editor.
- c. News added here are required to be reviewed and approved before getting published on the website.

### **Media Gallery**

Media gallery should allow NGT website team to publish best quality photos/videos on the website.

- a. It should allow uploading of Image/Video Name, Image/Video, Image/Video Description and Meta tags for each image/Video.
- b. Should allow review, editing and publishing layers to ensure correctness of the content.

### **Publication section**

This module should facilitate NGT in publishing its public annual reports, technical papers etc on the website.

This should will have following features:

- a. Manage Publication through secure online control panel.
- b. Add/Edit/Delete publications on the website.
- c. General public will be able to view publication based on year and title.
- d. Define expiry date for each publication for automatic transfer into the archives section after specified period.
- e. Preview and Publish publication on the website.

### **Development of Archives Management Module Development**

- a. This module to enable website team in ensuring that the expired content is automatically removed from the main website.
- b. There should be an Auto Archival System available on the Website, which will transfer the expired content in archives section as soon as it reaches expiry date.
- c. Archived Data should be available in each page along with search option to search data between 2 given dates.

### **Development of Within Site Search Module**

- a. This module should allow website visitors to search for relevant information within the website.
- b. Customized Google search will work based on keywords and will search the entire database driven content.

- c. Search results will be displayed in the form of listing and will also have link to relevant pages within the website.

### **Search Engine Optimization**

This feature will ensure that Department's website is registered in Public Search Engines on appropriate keywords and is displaying the correct information in search description.

Following should be ensured for appropriate search engine results:

- a. Integrate Page title, Meta description & Meta keywords for all web pages.
- b. Sitemap.xml creation
- c. Robot.txt file creation
- d. Manually submit website to top 3 search engines including Google, Bing & Live.

### **Population of Content on the new Website**

This is to ensure that the newly developed website has all the relevant content available on the new website. Restructuring of NGT's content as per the GIGW guidelines. One time integration of department's content into the newly developed website up to 100 A4 sized no. of pages (English & Hindi)

The system has to be flexible to cater for situations wherein Webmaster/ Administrator alone can have all the permissions for Content Creation, Content Approval and Content Publish. At no time the authorised uploader should be able to host the data directly. There must be a system in place by which only authorized uploaders can upload data and should have a secure method of doing so.

## **2. Online Case monitoring /Petition Information System**

The Following Features discussed of the Online system are bare minimum. It does not limit Bidders to give better system. The Supreme Court of India Online system can be referred in case of any clarification.

This module will enable visitors to view the status of Petition/Review Petition online. It should work for all benches and all offices of NGT.

Following are the minimum features to be integrated into the website to streamline:

- a. Petition list management system
- b. Schedule of Hearings Management
- c. Orders Management
- d. Search facility with the ability to search based on petition number, category, sub-category, petitioner name, type of petition, order number and other relevant parameters.

### **Online Appeal Information System**

This module will enable visitors to view the status of their Appeals/Review online.

Following features to be integrated into the website to streamline:

- a. Appeals list management
- b. Schedule of Hearings Management
- c. Awards Management
- d. Search feature with the ability to search based on appeal number, category, sub-category, appellant name, type of appeal, Award number and other relevant parameters.

### **Orders Pronounced/Judgements**

Following features to be integrated into the website to streamline:

- a. Visitor should be able to view/download orders of current year or previous year.
- b. Visitor should be able to view orders under Appeal for respective year.
- c. Visitor should be able to search orders based on:
  - Petition No.
  - Petitioner Name
  - Any other keyword
- d. Visitor should be able to view orders category wise.

### **Cause List**

Following features to be integrated into the website to streamline:

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- a. Visitor should be able to view details for Schedule of hearings for Current year by choosing the respective month.
- b. Visitor should be able to view details of old schedule of hearings for previous years.
- c. Search option will be provided to search the cause list based upon:
  - Bench Name
  - Petition No.
  - Petitioner Name
  - Subject or any other keyword

### **Daily Orders**

Following features to be integrated into the website to streamline:

- a. Visitor should be able to view/download daily orders of current year or previous year.
- b. Visitor should be able to view/download the details of repealed daily orders.
- c. Search option should be provided to search the orders based upon:
  - Petition No.
  - Petitioner Name
  - Subject or any other keyword

### **Calendar**

Following features to be integrated into the website to streamline:

- a. Administrator will be able to add/edit/delete holiday calendar.
- b. Website visitors will be able to see the official calendar of NGT.

### **3. Project Management Schedule and time line for delivery of the project.**

Bidder should specify and submit project management schedule pertaining to this project in terms of Timelines, Milestones and deliverables along with the bid. It can be submitted in any format.

SRS and Functional Design of Case / Petition management System is most important. Design document must form part of the bid submission.

The schedule submitted will be mutually accepted and signed by both NGT and Vendor at the time of LOA. Project has to run according to the accepted Plan.

### **4. Financial offer clearly mentioning the breakup and Total cost in INR.**

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| S.No. | Item  | Unit Cost | Total Cost |
|-------|---|-----------|------------|
| 1.    | WebSite Design /Home Page, CMS etc            |           |            |
| 2.    | Case Management System, SRS, Code, Design Etc |           |            |
| 3     | Compliance Certificates STQC, CERT-In etc     |           |            |
| 4     |   |           |            |
| 5     | Grand Total                                   |           |            |

**Project Deliverables:-**

- Working version of the website
- Safe to host certificate from cert-in empanelled auditor
- Source code of the final version of the website and case management system.
- Design documents and User manual
- Training on CMS workflow
- One year technical support

**Out of Scope of This project**

- Domain Name Registration – Will be provided by NGT & NIC
- Website Hosting- Will be Provided by NGT & NIC
- Ongoing Website Content Management – Done by NGT.
- Data Entry for Case management System to be done by NGT.

## 6. SPECIAL CONDITIONS OF CONTRACT

### 1.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Purchase Order
- 2) Letter of Acceptance of Tender
- 3) Notice Inviting Tender
- 4) Instructions to the Tenderers
- 5) Tender Sheet
- 6) Form of Bid
- 7) Technical Specifications
- 8) Special Conditions of the Contract
- 9) Annexure

### 2.0 Delivery Period

All installation should start definitely in the same week and should be completed by the tenth week of the issue of the purchase order/ Letter of acceptance and commissioning order placement.

### 3.0 Contract Period

The contract is initially valid for one year and extendable to a maximum period of three years on negotiated terms, conditions and rates.

### 4.0 Service Levels Guarantee and Penalty Clauses

The vendor will provide 24X7X365 support during defect liability period of one year.

### 5.0 Payment Terms and Mode of Payment.

95 % payment will be made to the supplier against successful implementation of website and portal after a certificate of completion by the purchaser. 5 % ment

will be done after successful completion of defect liability period

All payments to the Supplier shall be made through RTGS for which they are required to submit the following information:

- Bank Account Number
- IFSC Code.
- Bank Details.

**Tax deduction at source:**

Applicable taxes shall be deducted from the payments credited/released by Purchaser to the Supplier against completion of installation and commissioning as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Supplier. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Purchaser. The Purchaser shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The supplier shall furnish to the purchaser registration No. under works tax and PAN(for TDS), as applicable.

**6.0 Termination of Contract and Dispute Resolution**

If the vendor fails to deliver the services to the entire satisfaction of NGT within the contract period or extended contract period or at any time repudiates the contract before expiry of such period NGT may without prejudice to the rights of the vendor recover damages for breach of the contract.

Any question of dispute or differences arising under or out of or in connection with or relating to this contract shall be settled amicably between the parties hereto. Failing to this all such disputed and differences shall be referred to arbitration as may be agreed upon, the proceedings of which shall be governed by arbitration or reconciliation act 1996. The arbitrator shall be appointed by Chairman, NGT.

The court of the place where the contract is executed shall alone have jurisdiction to decide any disputed arising out of or in connection with this contract.

**7.0 Format for Bank Guarantee: ( Annexure -3)**

Annexure -2

**BANK GUARANTEE PROFORMA**  
(To be stamped in accordance with the Stamp Act)  
(Total bank Guarantee to be 5%of the awarded contract value)

Bank Guarantee No.

Date

Registrar General  
National Green Tribunal,  
Faridkot House,  
Copernicus Marg  
NEW DELHI – 110 001.

[Acting through \_\_\_\_\_ (Project Incharge) &  
Address of the Project]

WHEREAS \_\_\_\_\_ [*name and address of contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute

\_\_\_\_\_ [*name of Contract and brief description of Works*] (hereinafter called "the Contract.");

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_

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[amount \_\_\_\_\_ of \_\_\_\_\_ Guarantee],  
[amount in  
words], such sum being payable in the types and  
proportions of currencies in which the Contract Price  
is payable, and we undertake to pay you, upon your  
first written demand and without cavil or argument, any  
sum or sums within the limits of \_\_\_\_\_  
[amount of Guarantee] as aforesaid without your needing  
to prove or to show grounds or reasons for your demand  
for the sum specified therein.

We hereby waive the necessity of your demanding the  
said debt from the Contractor before presenting us with  
the demand.

We further agree that no change or addition to or other  
modification of the terms of the Contract or of the  
Works to be performed there under or of any of the  
Contract documents which may be made between you and  
the Contractor shall in any way release us from any  
liability under this guarantee, and we hereby waive  
notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (a date 28  
days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_