



राष्ट्रीय हरित अधिकरण / National Green Tribunal  
प्रधान न्यायपीठ / Principal Bench  
फरीदकोट हाउस, कॉपरनिकस मार्ग / Faridkot House, Copernicus Marg  
नई दिल्ली / New Delhi - 110001

**Tender for Comprehensive Annual Maintenance of official website of  
National Green Tribunal <https://www.greentribunal.gov.in>  
and Mobile Application**

Tender No. NGT/PB/DR/J/2018/01/VOL.III

**TENDER DOCUMENT SCHEDULE**

(As notified by GeM portal)

Date of issue of Tender Document	23/05/2025
Last date & Time for submission of Tender Document	23/06/2025 at 06:00 PM
Date & Time of opening of Technical Bid.	23/06/2025 after 06:30 PM
Date & Time of opening of Financial Bid.	to be notified later

*(Handwritten signature)*



Visit <https://www.greentribunal.gov.in>



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## PART I

### Section 1

## TENDER NOTICE

Date: 23<sup>rd</sup> May, 2025

Tenders are invited by the National Green Tribunal for the work of Comprehensive Annual maintenance of NGT Website <https://www.greentribunal.gov.in> and Mobile Application.

The interested firms may submit the tenders in the prescribed proforma. All the documents in support of eligibility criteria etc., are also to be submitted along with the Tender Documents.

S. Vineeta  
(Registrar General)





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## Section 2 GUIDELINES FOR TENDERER

- 2.1 Check list of documents required for technical scrutiny.
- 2.2 Introduction
- 2.3 Bid Documents
- 2.4 Financial Bid
- 2.5 Bidders eligibility and qualification
- 2.6 Disqualification conditions
- 2.7 Earnest Money Deposit
- 2.8 Validity period of bid
- 2.9 Format of signing the Bid
- 2.10 Deadline for submission of bid
- 2.11 Evaluation of Tender
- 2.12 NGT's right to accept any bid and to reject any or all bids
- 2.13 Notification of successful bidder
- 2.14 Issue of letter of intent
- 2.15 Cancellation of letter of Intent
- 2.16 Post Bid clarifications
- 2.17 Submission of Bid
- 2.18 Opening of Financial Bid





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### **2.1 (a) Check list of documents required for technical scrutiny**

The list of documents required to be enclosed with technical bid to become eligible to be considered for technical scrutiny: -

I.	Tender Form and Undertaking (Form- A)	
II.	Pre-Qualification bid (Form- B)	
III.	Annual Turnover (Form- D)	
IV.	Demand Draft of Earnest Money Deposit (EMD) under execution	
V.	Details of successfully executed/existing similar works along with copies of work order. (Form-E)	
VI.	Copy of registration certificate with GST.	
VII.	Duly filled in and signed acceptance certificate.	
VIII.	Complete copy of tender document duly signed on all pages (Part).	
IX.	Performance certificates from clients for successfully executed similar Works.	
X.	Audited financial statement including profit & loss account and balance sheet for last successive three years (signed by CA).	
XI.	Copies of ISO certificates	

### **(b) For financial scrutiny**

I.	Price Schedule (Form- C)	
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## **2.2 Introduction:-**

The National Green Tribunal (NGT) was established on 18.10.2010 under the National Green Tribunal Act, 2010 for effective and expeditious disposal of cases relating to environment protection and conservation of forests and other natural resources. This tender enquiry is placed for maintenance of official website and mobile application of NGT.

- 2.2.1 For the purpose of tendering bid security and finalization of bid, the NGT means National Green Tribunal, Principal Bench, New Delhi.
- 2.2.2 Bidder means the individual or agency who participates in this tender and submit its bid.
- 2.2.3 Letter of intent means the communication of the intention of NGT to the bidder for award of work read with bid documents.
- 2.2.4 Work order means the order placed under issue of letter of intent by the NGT to the agency signed by NGT including all attachments thereto and all document incorporated by reference therein.
- 2.2.5 The Contract Price means considerations payable to the agency under the work order for the full and proper performance of its contractual obligations.
- 2.2.6 Mobile Application includes all platforms.

## **2.3 Bid Documents:-**

Bid Documents include:-

### **Part I**

- Section 1: Tender Notice  
Section 2: Guidelines for Tenderer  
Section 3: Scope of Work  
Section 4: Eligibility Criteria

### **Part II**

- Section 1: Tender  
Section 2: General Terms and Conditions for Tenderer  
Section 3: Terms and Conditions for Successful Tenderer  
Section 4: Payment Terms  
Section 5: Downtime and Penalties  
Section 6: Termination of Contract  
Section 7: Trade Practices  
Section 8: Force Majeure





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Section 9: Arbitration

Section 10: Laws Governing the Contract and Dispute

Section 11: Indemnity

Section 12: Two Bid System (Technical and Financial)

Section 13: Details of Website and Mobile Application to be maintained

Section 14: Sample Bid

#### **2.4 Financial Bid:-**

The price quoted by the bidder shall remain same during the entire period of contract and shall not be subject to variation on any account. The bid submitted with a variation clause will be treated as non-responsive and may get rejected. **(Price Schedule-Form-C)**

#### **2.5. Bidders eligibility and qualification:-**

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility. The bidder shall also submit documentary proof in the form of work orders and satisfactory completion certificates for similar executed tasks. The bidder must be a single entity. Consortium or any kind of association of firms will not be allowed to participate in the tender process. **(Bidder's Annual Turnover-Form-D)**

#### **2.6 Disqualification Conditions:-**

2.6.1 If the Proprietor/any of the Partners of the Tenderer Firm/any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.

2.6.2 While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another Firm, or as Director of a Company etc.) will render the Tender disqualified.

2.6.3 The registration number of the firm along with the CST/VAT No. allotted by the Sales Tax Department, as well as TAN number of the firm allotted by the income tax department should be submitted, failing which bidder's bid may be rejected.

#### **2.7 Earnest Money Deposit (EMD):-**

2.7.1 The bidder shall submit EMD amount as mentioned below



Demand Draft is to be drawn from a scheduled bank in favour of:

**Registrar General,  
National Green Tribunal, PB,  
New Delhi.**

- 2.7.2 The bid not secured in accordance with the above shall be rejected by the NGT as non-responsive.
- 2.7.3 The EMD of the unsuccessful bidder will be discharged/returned as prescribed by the NGT.
- 2.7.4 The successful bidder, EMD will be discharged upon the bidder's submission of the performance guarantee.
- 2.7.5 The EMD may be forfeited under the following circumstances: -
- a) If a Bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
  - b) In case of a successful bidder, if he fails to submit the required security deposit within the time prescribed OR
  - c) If he fails to supply the goods/services in terms of tender.
- 2.7.6 No interest is payable on EMD.
- 2.7.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.
- 2.7.8 The successful bidder shall have to submit the bid security of additional amount of Rs.1,00,000/- (Rs. One lakh only) as a guarantee of timely delivery of the project.
- 2.7.9 Bidders shall write their name on the reverse side of the demand draft/Banker's cheque, if one opts for submission of bid security.

### **2.8 Validity period of bid:-**

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the NGT as non-responsive.

In exceptional circumstances, the NGT may request the consent of the bidder for an extension for the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify his bid.

### **2.9 Format of signing the Bid:-**

- 2.9.1 The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The letter of authorization shall be accompanied by a written power of attorney accompanying the bid.





2.9.2 All pages of the original bid (Part II) shall be signed by the authorized person. The bid shall contain no overwriting or erasures except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by bidder signing the bid.

**2.10 Deadline for submission of bid:-**

Bid must be received by NGT at the address specified and not later than the date and time specified here in after.

**2.11 Evaluation of Tender:-**

- 2.11.1 NGT shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. NGT shall carry out detailed evaluation of the substantially responsive bids. NGT shall check the bid to determine whether they are complete, whether any computational errors have been occurred or required sureties have been furnished.
- 2.11.2 Arithmetical error shall be rectified on the following basis: -
- If there is discrepancy between rate and total price that is obtained by multiplying the rate (per unit) and quantity, the rate price shall prevail and total price shall be corrected by NGT.
  - In case of discrepancy between words and figures, the amount mentioned in words shall prevail.
- 2.11.3 A bid determined as substantially non-responsive shall be rejected by the NGT.
- 2.11.4 NGT may waive any minor informal omission or non-conformity or irregularity in the bid, which does not constitute a material deviation.
- 2.11.5 NGT shall evaluate in detail and compare the bids, which are substantially responsive.
- 2.11.6 NGT shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

**2.12 NGT right to accept any bid and to reject any or all bids:-**

NGT does not bind itself to accept the lowest or any other tender bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the NGT action.





### **2.13 Notification of successful bidder:-**

- 2.13.1 Prior to the expiration of the bid period, the NGT will notify the successful bidder in writing by registered letter or e-mail, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.13.2 Upon successful bidder furnishing the performance guarantee, the NGT will notify successful bidder and will discharge his EMD.

### **2.14 Issue of letter of intent:-**

- 2.14.1 The issue of letter of intent shall constitute the intention of NGT to place work order with the successful bidder.
- 2.14.2 The bidder shall within 05 days of issue of letter of intent give his acceptance in writing.
- 2.14.3 Performance Security, 5% of the contract value, is to be submitted within fifteen days of issue of letter of intent.
- 2.14.4 The performance Guarantee deposit will be released after two months on completion of contract in case there are no dues pending with the agency. No interest will be payable on this deposit.

### **2.15 Cancellation on letter of Intent:-**

Failure of successful bidder to comply with the requirement of submission of Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in which case NGT may make offer to any other bidder at the discretion of NGT or call for new bids.

### **2.16 Post Bid clarifications:-**

No post bid clarification at the initiative of the bidder shall be entertained and any efforts by the bidders to influence NGT in bid evaluation, bid comparison or award of work shall result in rejection of the bid.

### **2.17 Submission of Bid:-**

Sealed Offer shall be submitted in two separate envelopes as mentioned below:-

2.17.1 Envelope-1 super scribed as Part-1 (**Technical Bid**) shall contain the following: -

- a) Technical bid with all relevant details, duly filled forms and documents. Documentary proof in respect of the eligibility criteria.





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- b) The bidders are required to attach entire part II (except for price bid part) duly signed & stamped as a token of acceptance to the conditions with this bid.
- c) EMD

Envelope -2 super scribed as Part-II (Financial bid) shall contain the price bid schedule.

A single sealed cover containing both the envelopes (i.e. envelope -1 & envelope-2 sealed separately) shall be addressed to the NGT at the following address: -

**The Registrar General,  
National Green Tribunal,  
Principal Bench, Copernicus Marg,  
New Delhi-110001**

2.17.2 All prices shall be fixed and shall not be subject to any escalation.

### **2.18 Opening of Financial Bid:-**

Financial bids of only those bidders will be opened whose technical bids are found to be qualified and acceptable to NGT. The representative of bidder may attend the financial bid opening. The qualified parties shall be notified with the date, time and venue of the opening of the financial bid.





### Section 3 SCOPE OF WORK

Maintenance of existing website including up dation, modification, if any, and server maintenance.

- i) **Security Hardening:** -Implementing robust security measures to identify and mitigate existing vulnerabilities, protect against malware, ransom ware/ cyber threats/ includes regular security audits, penetration testing, necessary security patches and/or all other necessary ancillary tasks.
- ii) **Performance optimization:** - Ensuring the website optimal loading speed, responsiveness and overall performance. This includes but not exhaustive to server monitoring, database optimization and content delivery network (CDN).
- iii) **Regular backups and Disaster Recovery:** - Implementing a reliable backup system and disaster recovery place to ensure business continuity in case of data loss or system failure.
- iv) **Content Management System (CMS) updates and Maintenance:** - Ensuring the smooth functioning and security of the underlying CMS platform through regular updates and maintenance.
- v) **Technical Support:** - Providing timely and effective technical support for any Website related issues, including troubleshooting, bug fixes, user assistance and all relevant necessary work.
- vi) **Monitoring and Reporting:** - Implementing continuous monitoring of Website performance security, availability, providing regular reports on the status and identified issues.
- vii) **Compliance and Accessibility:** - Ensuring the website adheres to relevant accessibility standard and legal compliance requirement.
- viii) **Onsite services:** - If necessary and if the nature of work requires, onsite services are to be provided at Principal Bench at New Delhi as well as Zonal Benches at Bhopal, Pune, Kolkata and Chennai.
- ix) **Updates:** - Any and all updates (within the limitations of source code) regarding the interface & user accessibility of the website and mobile application.





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## Section 4

### ELIGIBILITY CRITERIA

- 4.1. The vendor preferably, but not necessarily be, NICSI empaneled vendor under Tier III category or equivalent for design, development, implementation and maintenance of website and mobile application. The copy of the NICSI empanelment, letter or such equivalent document is to be provided with the technical bid wherever applicable.
- 4.2. The office of the service provider must be located in Delhi & NCR and documentary evidence in this regard should be enclosed. (Like, Lease Agreement, Telephone Bill)
- 4.3. The bidder must have a valid and relevant ISO 9001:2015, 27001:2022 & ISO/IEC 20000-1:2018 certification or higher, valid for at least six months after submission of bid.
  - Copy of certificate is to be attached.
- 4.4. The Bidder Should not have been blacklisted by any Firm/ Organization/ Central Govt./ State Govt/ PSU/Public Sector/ any Court/ or Government organization. The bidder should not be convicted and should not have any case pending in the court of law against the agency and an undertaking in this regard should be submitted along with the bid.
- 4.5. The bidder should have a valid CMMI Level 5 Certificate.
  - Copy of certificate is to be attached.
- 4.6. The Average Turnover for last three financial years (i.e.,2022-23, 2023-24 and 2024-2025) of the bidder shall be at least ₹40 lakhs. (Bidder shall have positive net worth as on 31<sup>st</sup> March 2025. Kindly fill Form D with proper details)
  - Copy of the CA certificate stating the Turnover shall be submitted as a proof with UDIN No. and financial statement and final accounts.
  - Certificate issued by CA stating net worth as on 31st March 2025 with UDIN No.
- 4.7. The bidder should have 5 years' experience in designing /development of Official Website of Government Departments/ Hon'ble



Courts/Tribunals etc. The bidder must have at least 5 years of experience in their field or the relevant domain specified in the bid.

4.8 The bidder should have experience of having any one of the following similar works in Central Govt./ State Govt/ PSU/Public Sector/ any Court/ Tribunal with **SQTC Certificate** during last three years ending last day of month previous to the one in which bids are invited:

a) The bidder must have at least one work order costing not less than the amount equal to Rs. 30,00,000/- (inclusive of all taxes) with SQTC Certificate.

Or

b) The bidder must have at least two similar works order each costing not less than the amount equal to Rs.20,00,000/- (inclusive of all taxes) with SQTC Certificate.

Or

c) The bidder must have at least three similar work order costing not less than the amount equal to Rs.15,00,000/- (inclusive of all taxes) with SQTC Certificate.

Copy of work order required to be submitted with SQTC Certificate.

4.9 The bidder must have at least 10 projects of **Customized CMS-based website development** within the last 5 years for Central Govt./ State Govt/ PSU/ Public Sector or any Court with GIGW Guideline (Attach work/purchase order).

**Note:** - Kindly fill form in **Form-E** and attach copies of work orders/certificates.

#### 4.10 Workforce Requirement:

- The bidder must have a minimum of 30 employees on their payroll. To substantiate this, the latest EPF (Employees' Provident Fund) Challan should be provided, which serves as evidence of the employees' active employment with the bidder.







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## Section V

### Technical Evaluation

- 5.1 The Bidder's qualifying the initial criteria of basic eligibility will be evaluated on the basis of successfully completed work for design and development of website of any of the department of MOEF & CC or Tribunal/ Court/ Govt. organization, must maintain (AMC) at least one website of Central Government/ State Government/ Deemed University in last 3 financial years, minimum average turnover of the company, infrastructure and manpower, certifications, number of website, details of work completed, completion certificate by scoring method on the basis of details furnished by them. Please refer to annexed Technical Evaluation Chart (Annexure 1) in this regard.

*[Handwritten signature]*





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**PART II**  
**Section 1**  
**TENDER**

1.1 The sealed tenders may be submitted in a single Bid system in a Sealed Envelope super-scribed as "Bid for Maintenance Contract for NGT Website and its Mobile Application". Quotations received after the due date and time will not be entertained. The quotations will be opened on the date notified by GeM portal between 03:00 PM to 04:00 PM. No separate meeting notice will be issued in this regard. Service providers also requested to check the website regularly for update regarding this, if any.

1.2 The bid envelope may be addressed to: -

**The Registrar General,  
National Green Tribunal,  
Principal Bench, Copernicus Marg,  
New Delhi-110001**

1.3 Bidding parties or their authorized representatives may also be present at the time of opening of bids (physically or virtually and for the same link will be notified). Only one representative on behalf of one tenderer shall be allowed to be present on the occasion. Copy of Pan number and / Or TIN Number/GST Number, either in the name of owner/Company is required to be given along with the bid. The documents given should be legible. In case the documents are not readable, the tender cannot be examined and the bid may be rejected, thereby rejecting the tender of that firm. The Tender may be submitted either by hand or by post to aforementioned address or may be e-mailed to [rg.ngt@nic.in](mailto:rg.ngt@nic.in).

1.4 The tenderer is expected to examine all the instructions, proforma's terms & conditions and specifications in the tender documents. Failing to furnish all information required by the tender document in every respect will be at the tenderers' risk and may result in rejection of the tender.

1.5 The tender must be received not later than the date & time specified for submitting the same. In case, the date of submitting the tender will be declared as holiday by the Govt. of India then next working day will be considered as due date of the tender.





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## Section 2

### TERMS AND CONDITIONS OF TENDERER

- 2.1 The tenderers are required to quote their lowest rate for Maintenance Contract for NGT Website and Mobile Application design which should be valid for a period of 3 Months w.e.f. date of receiving of work order from NGT. The term of Three Months (03) may be extended for a further period as may be deemed fit by the Competent Authority of the NGT on the basis of satisfactory performance of the service provider. Maintenance Contract for NGT Website and Mobile Application shall include costs of commuting and no separate travelling charges shall be admissible.
- 2.2 The NGT is not bound to accept the lowest tender and reserves its right to reject or accept any or all the tenders; partly or completely, at any time without assigning any reason thereof.
- 2.3 The tenderer is required to send their tender along with a Demand Draft/Pay Order/Fixed Deposit/Bank Guarantee of Rs. 1,00,000/- drawn in favour of "Registrar General, National Green Tribunal, Principal Bench, New Delhi" as Earnest Money, by writing the name of the firm and telephone number etc on the reverse side of the Demand Draft.
- 2.4 Earnest money will be refunded to the unsuccessful tenderer on their written request after awarding of the Contract to the successful tenderer. Late receipt of earnest money viz., after closure of online bidding time, or non-receipt of earnest money will make the bidder dis-qualified and that bid will not be considered.
- 2.5 Maintenance Contract for NGT Website and Mobile Application includes the scope of work mentioned in Section 4.
- 2.6 Hypothetical or conditional Tender will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, appropriate action may be taken.
- 2.7 The NGT will deal with the tenderer directly and no middleman/ Commission agents etc. should be asked by the tenderer to represent the cause and they will not be entertained by the NGT.





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- 2.8 Over-writing/ over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
- 2.9 The NGT reserves the right to make any change, at any time, in the terms and conditions of Notice Inviting Tender and accept or reject any or all tenders wholly or partly without assigning any reason thereof.
- 2.10 The tenderer shall quote rates both in figures and words with blue /black ball pen.
- 2.11 The tenderer will also certify that the charges levied do not exceed the rates charged by him from others for similar services.
- 2.12 The bidder should fulfil the prescribed eligibility criteria.
- 2.13 Each tenderer has to certify that all the terms and conditions are acceptable to him. The Security deposit shall stand forfeited in case of breach of any of the condition.
- 2.14 During the subsistence of contract, in case of breach of any conditions or deficiency in service, the NGT has a right to terminate the contract and to entrust the work to another contractor. The loss, if any, sustained by the NGT on that account will be recovered from the tenderer.
- 2.15 The tenderer shall give an undertaking (as per Form-E) that the firm/Partners/Director/Proprietor has not been blacklisted and their business dealings with Central/State Government/ Public Sector units/Autonomous bodies have not been banned/terminated on the account of poor performance.

### Section 3

#### TERMS & CONDITIONS OF THE SUCCESSFUL TENDERER

- 3.1 The successful tenderer shall have to deposit Performance Security Deposit @ 5 % of the total value of the tender by way of “Bank Guarantee” drawn in - favour of “The Registrar General, National Green Tribunal, Principal Bench, New Delhi” within a week of the receipt of the work order which will be refunded after 90 days from the date of successful completion of the Contract or payment of the last bill whichever is later.





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3.2 The vendor would take up of any reported fault/complaint immediately even at odd hours and during holidays and shall rectify the fault immediately as far as possible.

3.3 The Data on the website or the mobile application shall not be changed without prior permission of the Competent Authority of NGT. Privacy /confidentiality of source code as well as data (in any form) to be maintained, failing which: -

1. Tender may be Cancelled; and/or
2. EMD may be forfeited; and/or
3. Criminal Proceedings may be initiated

3.4 The NGT shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the personnel deployed by the successful tenderer nor shall his workers have any claim on NGT for compensation or financial assistance on this account.

#### Section 4

#### PAYMENT TERMS

The broad features of the payment against services availed will be as follows:

4.1 Payment will be made after completion of each service and for AMC after completion of every quarter after confirmation of proper and timely support by the NGT coordinator.

4.2 Liquidated Damages (LD) in case of non-achievement of project/contract in stipulated period or not providing satisfactory services may be imposed by NGT subject to a maximum of 10% of contract value.

#### Section 5

#### DOWNTIME AND PENALTIES

5.1 Response Time and Resolution Time

5.1.1 The Website shall be at zero tolerance downtime.

5.1.2 Minor Faults shall be addressed immediately and in worst case it should not exceed 2days

5.1.3 The Major Faults shall be addressed within a week.





## 5.2 Penalties

5.2.1 Penalties will be imposed for failure to comply with terms & conditions of the agreement with respect to downtimes and response time against complaints. Downtime shall be calculated after lodging the complaint with service engineers to be stationed at NGT either in writing or phone or email by the users.

5.2.2 The downtime will be counted until the website starts functioning normally again.

5.2.3 As the website is at zero tolerance downtime every effort should be made by the Firm/Company to keep it running 24 x 7. However, in case of breakdown of server/website (except hardware) for whatever reasons, a penalty of maximum of 10% of the proportionate monthly amount up to 72 hours, will be imposed on the service provider/ vendor.

5.2.4 If the breakdown in website(s) lasts for more than 72 hours, NGT reserves the right to terminate the contract suo-moto and transfer the work of maintenance to any other agency as deemed fit.

5.2.5 The NGT reserves the right to terminate the contract at any time during the subsistence of contract, in case of breach of any conditions, or deficiency in service, and to entrust the work to another dealer/vendor and to recover the loss, if any sustained by the NGT from the tenderer.

5.2.6 The work executed by the firm should be to the satisfaction of the concerned officer under whom work has to be executed with satisfaction report to be submitted monthly. If the same is not found satisfactory, the firm will have to do the job again at its own cost. The decision of the concerned officer and of the NGT in this regard will be final and unassailable and binding on the tenderer.

## Section 6

### TERMINATION OF CONTRACT

#### 6.1 BY NGT:

6.1.1 In the event of the Vendor having been adjudged as insolvent or going into liquidation or winding up their business or making arrangement with their creditors, the NGT shall be at liberty to terminate the contract forthwith and to realize from the Vendor all resultant losses, damages, costs incurred without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the vendor.

6.1.2 The NGT shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Bidder of any of the terms and conditions





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of the contract, or failing to observe any of the provisions, obligations governing the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the Vendor and to forfeit the Performance Bank Guarantee or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by NGT consequent to such termination and/or in completing the assignment.

6.1.3 NGT may also affect recovery from any other sums then due to the Vendor or which at any time thereafter may become due under this or any other contract with NGT. In case the sum is not sufficient to cover the full amounts recoverable, the Vendor shall pay NGT on demand the entire remaining balance due.

6.1.4 NGT may at any time without assigning any reason terminate the contract without any liability by giving 45 days' notice to the bidder.

## 6.2 BY VENDOR:

The Vendor may terminate this Contract, by giving not less than sixty (60) days' written notice to the NGT if the NGT fails to pay any undisputed amount due to the Bidder under the Contract, provided that if the NGT pays such amount within the notice period such termination notice shall become infructuous.

## Section 7

### TRADE PRACTICE

7.1 The vendor shall not use any software or otherwise which may bring the NGT as user of the counterfeited articles or which may bring bad name to the NGT. If any such involvement is noticed at any stage, the firm shall be prosecuted as per the law of the land along with forfeiting the entire due amount payable.

7.2 The information shared during the process of maintenance of website & mobile application shall be kept secret and any misuse of the information of the NGT shall attract the legal action against the concerned.

7.3 The vendor shall not attempt any kind of tempering of the systems/articles of the NGT that may be used in the process of maintenance of website & mobile application.

## Section 8

### FORCE MAJEURE

8.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or





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revolutions, fires, floods, riots, civil commotion, earthquake, epidemics, pandemics or other natural disasters and restriction imposed by the Government or other statutory bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency.

8.2 If a Force Majeure situation arises, the agency shall promptly notify NGT in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the NGT in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.3 The agency shall advise NGT in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure conditions. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, NGT reserve the right to cancel the order without any obligation to compensate the agency in any manner for whatsoever reason.

## Section 9

### ARBITRATION

9.1 The NGT and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such a dispute shall be resolved by a sole arbitrator nominated by the Hon'ble Chairperson, NGT. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in New Delhi, India.

## Section 10

### LAWS GOVERNING THE CONTRACT AND DISPUTE RESOLUTION

10.1 Any disputes arising out of or relating to the contract shall be settled through arbitration to which both, NGT, and the Vendor hereto consent that the decision of Competent Authority, NGT shall be final and binding. However, the unresolved disputes shall take place at courts at Delhi that have jurisdiction over the matter. The contract shall be interpreted in accordance with the Indian Laws.

10.2 The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this Contract will be settled in the Court of law of competent jurisdiction. The Courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the Contract.





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## Section 11

### INDEMNITY

11.1 The Agency/vender shall indemnify defend and hold the NGT harmless during and after the term of this contract from and against all liabilities, damages, loses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever arising out of the acts, omissions, negligence and breach of this contract.

## Section 12

### TWO BID SYSTEM (TECHNICAL AND FINANCIAL)

12.1 The two-bid system will be followed for this tender. Bidders are advised to carefully read this tender document before submitting the bid along with readable scanned copies of requisite documents as given below and with offer in two cover system.

#### 12.1.1 TECHNICAL BID

Bidders shall submit document as per Part II duly signed expect **Form- C**.

#### 12.2.2 FINANCIAL BID

Bidders shall quote their rate as per Financial Bid at Form- C.

## Section-13

### DETAILS OF WEBSITE AND MOBILE APPLICATION TO BE MAINTAINED

13.1 Details of Website:-  
Language: PHP (Drupal CMS)  
Database: MySql

13.2 Details of Mobile Application:- Mobile Application Technologies.

Frontend:- Kotlin language for development, XML for design, Android studio tool

Backend:- PHP- Laravel





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### Section-14 SAMPLE BID

The bid shall contain following documents along with the supporting documents which are required under this tender:-

Form-A	Tender Form & Declaration
Form-B	Pre-Qualification Bid
Form-C	Price Schedule
Form-D	Bidder's Annual Turnover
Form-E	Similar Work Experience





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## FORMS

### Form-A TENDER FORM

To,

The Registrar General  
National Green Tribunal,  
Principal Bench, New Delhi

Photo

I/We.....have read the various conditions to the tender form attached hereto and here by agreed to abide by the said conditions. I/We also agree to keep the tender open for acceptance for a period of.....from the date fixed for opening the same and extend the same for another.....in case specifically asked upon to do so in writing and in default thereof, I/We will be liable for forfeiture of my/our earnest money. I/We also here by agree to abide by the condition of the contract and carry out the work according to the tender conditions.

I/We hereby tender to undertake the work detailed in the attached schedule at the rate mentioned for **Maintenance of NGT website and its mobile application**. Until a formal agreement is prepared and executed, acceptance to this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us in terms of the form of agreement attached here to and indicated in the letter of acceptance of my/our offer this work.

I/We hereby declare that the tender document as downloaded from the website [www.greentribunal.gov.in](http://www.greentribunal.gov.in) is printed as it is. I/We have also verified the contents of the printed document from the website and there is no addition, deletion or any alteration to the content of the tender document. In case of any dispute the hard copy of tender document shall be considered as final and this being different from original Tender document my/our tender form may be rejected by the NGT.

The Earnest Money deposited by me/us for Rs..... (Rupees.....) as specified in the tender notification under FDR/Demand Draft/Banker's Cheque no./Unconditional Bank Guarantee.....date.....is attached herewith this sealed tender in original.

Dated.....

Witness to Tenderer Signature  
With Name & Address (1) & (2)

Signature of Tenderer  
Name.....  
Address.....

#### DECLARATION BY THE BIDDER

It is certified that the particulars given above are true to the best of my/our knowledge behalf and I/We have read terms/conditions and duties responsibilities of the Staff to be deputed for the purpose and have also understood the same and to hereby undertake to abide by the same without any reservation on any grounds whatsoever. In case of any breach of the said conditions, I/We shall be responsible for the consequences arising out of such situation (5).

Name & Signature of the Authorized  
Signatory of the Agency (with seal)

Date:

Place:

Note: Please indicate the page numbers of attached documents. The entire Tender document should be serially page numbered including enclosures.



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**Form-B**

**PRE-QUALIFICATION BID**

1. Company details:-

(i) Name \_\_\_\_\_

(ii) Registered address \_\_\_\_\_ (Enclose copy)

(iii) Name of contact person with designation \_\_\_\_\_

(iv) Mobile No. \_\_\_\_\_ E-mail ID \_\_\_\_\_

2. Type of firm: Private Limited/Public Limited/ Co-operative /NGO/PSU \_\_\_\_\_

3. PAN/GIR No. \_\_\_\_\_ (Enclose self-attested photocopy)

4. GST Registration No. \_\_\_\_\_ (Enclose Self-attested copy)

6. TIN No. \_\_\_\_\_ (Enclose self-attested copy)

7. License No. under contract Labor Act 1970 (Enclose self-attested copy)

(Signature of Authorized Signatory)

Name \_\_\_\_\_

Designation \_\_\_\_\_

(With office seal)



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**Form-C**

**PRICE SCHEDULE**

Rate Schedule for Maintenance of NGT website and its mobile application Tender No.....

Name of Work	Offer Price for One year to be quoted by the Tenderer	
	In Figures (Rs.)	In words (Rs.)
Open tender for Maintenance of NGT website and its mobile application	With taxes	
	Without taxes	

Note: Please clearly mention the calculated offer price with taxes and without taxes along with tax percentage.

Signature of Tenderer

Name.....

Address of the Bidder.....

.....

N.B.1. Conditional and ambiguous offers or offers without calculated offer price are liable to be rejected.

N.B.2. Tenderers shall Quote his/their offer in figures as well as in words.

N.B.3. Kindly submit the number of persons and machinery to be deployed at National Green Tribunal, Principal Bench.



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**Form-D**

**BIDDER'S ANNUAL TURN OVER**

**CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

(For Supply of Goods/Works/Services, on letterhead of Bidder)

We have verified the Annual Accounts and other relevant records of M/s.....  
(Name of bidder) and certify the following:

**ANNUAL TURNOVER OF LAST 3 YEARS:**

Year	Amount (Currency)
Year 1: FY 2024-25	
Year 2: FY 2023-24	
Year 3: FY 2022-23	

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

Description	FY 2023-24 Amount (Currency)
1. Current Assets	
2. Current liabilities	
3. Working capital (Current assets current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

[Signature of Authorized signatory]

Name:

Designation:

Seal:



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**FORM-E**

**SIMILAR WORK EXPERIENCE**

.....(Place)

.....(Date)

**From**  
**(Name & Address of the Bidder)**

**To,**  
**The Registrar General,**  
**National Green Tribunal,**  
**Principal Bench, New Delhi**

**Subject: Maintenance of NGT website and its mobile application.**

**Ref.: .....**

Dear Sir/Madam,

We hereby declare and confirm that we..... (name of the Bidder) having registered office at..... (address) have successfully executed following Maintenance of NGT website and its mobile application. We are providing the details below. (Note: add rows as required.)

Sr. No.	Name of the client/organization	Work Order	Project Value	Brief Scope of Work	Whether the copies of the/contracts from the client as required is attached ?	Pending or Completed
				Yes/No	Pg. No. on the Proposal	

Yours Sincerely,

(Signature of Authorized Signatory)  
Name and Designation of the Authorized Signatory:  
Name and address of the Bidder Company:  
Seal



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**ANNEXURE-1**

**TECHNICAL EVALUATION CRITERIA**

The bidders/applicants qualifying the initial criteria of basic eligibility will be evaluated for following criteria by scoring method on the basis of details furnished by them for technical bid qualification: -

S No	Criteria	(Marks)	Max Marks
1	The Vendor must have successfully completed at least 2 works for design and development of website in last three years.	2 works (05 Marks)	15
		More than 2 works (15 Marks)	
2	The vendor must have successfully completed at least 10 works for any department under Government of India in last 5 financial years. (Satisfactory completion certificate from clients to be annexed with the Technical Bid)	Up to 10 works (05 marks)	15
		Above 10 (15 Marks)	
3	The Vendor must maintain (AMC) at least one website of Central/State Government/Deemed University in last 3 financial years. (Satisfactory completion certificate from clients to be annexed with the Technical Bid)	1 (10 Marks)	20
		2 (20 Marks)	
4	The minimum average turnover of the company for the last three financial years.	Minimum 400 lakhs (10 Marks)	20
		More than 400 Lakhs (20 Marks)	
5	Infrastructure and manpower	Upto 30 persons (10 Marks)	20
		31 and above (20 Marks)	



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6	Bidder's certification 9001:2015, 27001:2022 & ISO/IEC 20000-1:2018 certification or higher, (Valid as on last date of Bid). Copy of Certificates should be attached with the bid.	ISO	10
7	CMMI certificate (Valid)	Upto 4 <sup>th</sup> level (10 marks)	20
		5 <sup>th</sup> level and above (20 marks)	
8	Work order if any similar work with STQC certificate in last three years: Atleast one order above 30 lakhs OR atleast 2 order of 20 lakhs OR at least 3 order of fifty lakhs	Minimum requirement (10 marks)	20
		More than minimum requirement (20 marks)	
9	Experience	5 years and above	10
	<b>Total</b>		150