

TENDER DOCUMENT

for

**Comprehensive Annual Maintenance
Contract of Desktops, Laptops,
Printers, Scanners, UPSes, etc.**

at

Central Pollution Control Board, Delhi



**Central Pollution Control Board
'Parivesh Bhawan', East Arjun Nagar
Delhi – 110 032**

TENDER NOTICE

1. The Member Secretary Central Pollution Control Board (CPCB), invites online tenders in two bid system (technical and financial) through e-submission of competitive bids from the experienced and eligible contractors/firms for the following works: -

Name of Work :- Comprehensive Annual Maintenance Contract of Desktops, Laptops, Printers, Scanners, UPSes, etc. at Parivesh Bhawan, Central Pollution Control Board, East Arjun Nagar, Delhi.

E.M.D Amount :- **₹16, 000/- (₹ Sixteen Thousand only)**
(To be submitted as Exemption Certificates/BG/FDR/DD in favour of the Central Pollution Control Board, Delhi). The EMD has to be submitted in original to CPCB, Delhi and scan copy of EMD to be uploaded along with tender. Exemption applicable as per MSME & NSIC etc. as per Govt. of India Rules

2. Document Download: Tender documents may be downloaded from Central Pollution Control Board web site <http://www.cpcb.nic.in/tender.php> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

S.No.	Description of activities	Date (dd/mm/yyyy) & Time (AM/PM)	
1.	Published Date	26.03.2018	9.00 AM
2.	Bid Submission Start Date	26.03.2018	9.30 AM
3.	Bid Submission End Date	18.04.2018	03.00 PM
4.	Technical Bid Opening Date	19.04.2018	03.00 PM

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DESKTOPS, LAPTOPS, PRINTERS, SCANNERS, UPSes, etc. AT CPCB, DELHI

TERMS OF REFERENCE

1.0 BACKGROUND

The Central Pollution Control Board (CPCB), a statutory organization, was constituted in 1974 under the Water (Prevention & Control of Pollution) Act, 1974. Subsequently, CPCB was entrusted with the powers and functions under the Air (Prevention and Control of Pollution) Act, 1981. It also provides technical services to the Ministry of Environment, Forests & Climate Change for implementation of the provisions of the Environment (Protection) Act, 1986. Besides many functions for prevention & control of air and water pollution, CPCB is required to collect, compile and publish technical and statistical data relating to water and air pollution and the measures devised for their effective prevention, control abatement and disseminate information in respect of matters relating to water and air pollution and their prevention and control.

In pursuance of its objective and to carry out the functions, it is essential that all the relevant gadgets remain in working condition. In order to its effective implementation, Board decided to award Comprehensive Annual Maintenance Contract of Desktops, Laptops, Printers, Scanners, UPSes, etc. to carry out the above said work.

2.0 OBJECTIVE

The objective of the project is to have a systematic comprehensive annual maintenance contract at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi - 110032, for maintenance of Desktops, Laptops, Printers, Scanners, UPSes, etc. so as to ensure minimum down time of system.

3.0 SCOPE OF WORK

To take Comprehensive Annual Maintenance Contract of Desktops, Laptops, Printers, Scanners, UPSes etc. of Central Pollution Control Board, Delhi.

3.1 LOCATION

Most of the machines are located in the Parivesh Bhawan, while some of the machines are located outside the office but within Delhi. The maintenance has to be undertaken onsite wherever these machines are located. The outside locations for machines are Sirifort, Delhi Technological University, Bawana, Chanakyapuri, ITO, Dilshad Garden, Shadipur etc.

3.2 List of Machines proposed under CAMC/AMC:

A. Desktops/Laptops (Under Comprehensive Maintenance)

SI.No.	Item Description	No. of Items
A.1	COMPUTERs (below i5)	139
A.2	COMPUTERs (i5/i7)	131
A.3	Laptop (below i5)	09
A.4	Laptop (i5/i7)	11
Total Numbers		290

A1. Desktops/ Laptops (Without hardware maintenance)

SI.No.	Item Description	No. of Items
A1.1	COMPUTERs (below i7)	02
A1.2	COMPUTERs (i7)	62
A1.3	Laptop (below i5)	0
A1.4	Laptop (i5/i7)	13
Total Numbers		77

B. Printers/ Scanners (Under Comprehensive Maintenance)

SI.No.	Make/Model	No. of Items
B.1	HP CLJ 2025	4
B.2	HP CLJ 4700	1
B.3	HP CLJ CP 1025	1
B.4	HP CLJ CP 1515n	1
B.5	HP Desk Jet 3650	1
B.6	HP DeskJet 1360	1
B.7	HP DeskJet 5940	1
B.8	HP LJ 1007	24
B.9	HP LJ 1015	2
B.10	HP LJ 1020	10
B.11	HP LJ 1022	22
B.12	HP LJ 1150	7
B.13	HP LJ 1320	9
B.14	HP LJ 1505	25
B.15	HP LJ 2015	1
B.16	HP LJ 2055DN	7
B.17	HP LJ 2420	4
B.18	HP LJ 3005DN	2
B.19	HP LJ 4100	1
B.20	HP LJ P1108	12
B.21	HP LJ P160 DN	2
B.22	HP LJ P1606dn	2
B.23	HP LJ P3015	1

B.24	HP LJ Pro 400 M 401d	1
B.25	HP LJ Pro M202dw	20
B.26	HP LJ Pro M203	3
B.27	HP LJ3055DN	1
B.28	HP SCX4521NS	3
B.29	Samsung CLP 775ND	5
B.30	Samsung LJ ML 3710ND	15
B.31	Samsung ML 2851ND	1
B.32	Samsung ProXpress M3320ND	20
B.33	HP ScanJet 5590	6
B.34	HP ScanJet 7400	1
B.35	HP ScanJet Pro 3000	1
B.36	SCANNER N9120	2
Total		220

C. UPSes (Under Comprehensive Maintenance)

SI.No	Item Description	No. of Items
C.1	1 KVA	24
C.2	3 KVA	2
C.3	5 KVA	3
C.4	500 VA	19
	Total Numbers	48

Note: The quantity may vary (increase or decrease) at any time during AMC/CAMC period.

3.3 Maintenance Services would cover the following: -

- a) Reloading of OS and Software (like MS OFFICE & Antivirus etc.) as and when required. However, Antivirus has already been installed through separate vendor. Software shall be provided by the user.
- b) Activation of Operating System is responsibility of the firm if Hard disk/ Motherboard replaced or OS corrupted.
- c) Installation of Device Drivers required for all machines as far as possible.
- d) Preparation of preventive maintenance schedule and its implementation at a frequency of at least four times in a year, other than breakdown maintenance calls.
- e) The comprehensive maintenance includes preventive maintenance monthly, quarterly, regular services and cleaning of the various equipment and/or repair and replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the equipment. The firm should submit the

preventive maintenance report quarterly.

- f) Management of memory usage of computer.
- g) In case of any hardware failure, it has to be repaired free of cost. In case of replacement, it has to be replaced free of cost with same make & model. In case of obsolete of spare parts, it has to be replaced free of cost with better alternative of same make or as approved by Divisional Head (IT). The spare parts should be original and genuinity of these spares has to be ascertained before installation at I.T. Division.
- h) The firm has to provide **Two or more** (as per work load) Resident Engineer (RE) having minimum
- Two Years Diploma course certificate with at least 02 years' experience in computer hardware maintenance and networking field.
- OR**
- One year diploma course certificate with minimum 05 years' experience in computer hardware maintenance and networking field.
- i) The firm has to provide minimum inventory of following items at Central Pollution Control Board, Delhi.

SI No.	Name & Specifications of the Item	Quantity
1	Complete CPU (Minimum i7, RAM-4 GB, HDD-500 GB)	Two Numbers (New),
2	DVD Writer 52X Combo Drive or higher	Four Numbers. (new)
3	Keyboards 106 Keys	Ten Numbers. (new)
4	Mouse Optical	Ten Numbers (New)
5	TFT Monitor (size 18")	Three Numbers
6	Ethernet Cards PCI	Three Numbers. (new)
7	Mother Boards Two i5/i7	Two Numbers
8	External Hard Disc (Min.500 GB)	One Number
9	Laserjet Printers LAN based and duplex printing	Two Numbers
10	Hard Disk Drive 7200rpm or above (at least of 500GB each)	Five Numbers
11	SMPS (SATA Supported)	Ten Numbers
12	2 GB RAM (DDR1 or DDR 2)	Five Numbers.
13	4 GB RAM (DDR3 or DDR4)	Ten Numbers.
14	UPS 1KVA/0.5 KVA	Two Numbers.

3.4 Call Logging System: The firm/ Resident Engineer should use existing call logging portal in CPCB.

3.5 The firm should have well established & functional Call Centre for remote support.

3.6 Resident Engineer

3.6.A The copy of certification of proof of competence and experience of Resident Engineer along with Photo Identity card should be deposited in advance in Central Pollution Control Board, Delhi for approval. The same procedure has to be followed at the time of replacement of Resident Engineer at any point of time. The flexibility in increasing the number of Resident Engineers has to be maintained if the workload is high. The resident engineers will provide services during 9:00 am and 6:30 pm on all working days. If need arises they will have to stay back late to finish the work undertaken.

3.6.B Individual life time cards for the machines in duplicate have to be maintained by the firm. One card will be provided to the firm and another card has to be kept with the machine. Entries on both cards, is the responsibility of the firm. The entry on the card has to be prepared a fresh from the starting date of CAMC with all serial nos., configurations and the user name, date of maintenance and details of replacements made.

3.6.C Provide immediate assistance in respect of computer related problems to the end user.

3.6.D The machines should be sealed by the Resident Engineer/firm by their own seals after the maintenance every-time to avoid any possibility of mishandling. Responsibility of mishandling lies with the firm. If any seal is found broken the matter has to be reported to the Divisional Head (I.T.) immediately.

3.6.E The Resident Engineers has to report to the Divisional Head (I.T.) in the morning with the schedule of the day and shall keep the records and update in the evening about number of complaints attended and solved.

3.6.F Except during attending breakdown maintenance call REs (Resident Engineers) have to continue with their Preventive maintenance schedule.

3.6.G The RE shall not leave the office for any work, what so ever it may be, and the support for maintenance items, manpower for procurement of spares required shall be the responsibility of the firm.

3.6.H The salary/ emolument paid by the firm to the RE should be as per labour laws of Delhi Govt. The details of salary and EPF paid to RE should be submitted quarterly basis with the invoice of quarterly payment for AMC/CAMC.

4.0 Specific Conditions

- i. CAMC shall also cover damages due to following:
 - a) High Voltage fluctuations

- b) Rat bytes
 - c) Burn out of parts
- ii. CAMC shall cover maintenance of Desktops, Laptops, Printers, Scanners, UPSes, etc. as a whole except Printer Ribbons, Printer Cartridges & Toners for Laserjet Deskjet and batteries of UPSs.
- iii. The CAMC cost is inclusive of cost of spare parts required for maintenance of all Computers, Computer Laptops, Printers, Scanners, UPSes, etc. as listed above.
- iv. CAMC cost is inclusive of Data Recovery from HDD in cases like Accidental format, Deleted Files, FDISK, Virus Problem, Damaged BootSector, MissingFAT or partition cases.
- v. CAMC excludes data recovery from HDD in these three special cases
 - a) Physical damages due to Track Failure
 - b) Head crash
 - c) Fire Damages only. These cases have to be brought to the notice of I.T. Division officials for ascertaining the exact cause of damage.
- vi. Necessary arrangement to prevent the system damages from technical point of view (High voltage fluctuations) has to be ensured by the firm.
- vii. In case of reinstallation of software, the AMC vendor will not install a pirated copy in any circumstances.

4.1 General

- i) In case of dispute the decision of Chairman Central Board shall be final and binding on both parties.
- ii) At any point of time contract may be terminated without assigning any reason thereof.
- iii) All typographical errors are subject to corrections.
- iv) All the terms & conditions CAMC should be complied.
- v) Deviation, if any, from terms and conditions will not be entertained.
- vi) The firm shall be responsible for any damage in servicing/overhauling of machines and the firm has to repair the machine at its own cost.
- vii) The firm shall not assign or sublet any portion of the work except with written consent of CPCB, failing which CPCB may terminate the contract, whereupon the performance guarantee / security deposit shall be forfeited at absolute disposal of CPCB.
- viii) All tools, accessories, hardware, terminal, connector, multimeter etc. desired for the testing and repairing at site have to be maintained by the firm on its own cost. The equipment shall be complete in all respects whether such details are mentioned or not.
- ix) Any damage to the machines due to natural calamities such as earthquake, fires etc. may not be covered under CAMC.
- x) If the information provided by the firm is found to be false at any point of time, CPCB reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the earnest money.

- xi) CPCB reserves the right to up-grade any of its machines from any vendor. The payment of Comprehensive Annual Maintenance Contract of the machines shall be as per specification given in Financial Bid Table. If the specifications shift towards higher then payment for higher specification machine shall be paid (It should be informed in advance by the firm). Any other device within machine, if upgraded shall come under Comprehensive Annual Maintenance Contract, as and when its warranty is over, in lieu of other device. For example, if CD ROM is replaced with a new CD R/W then new CD R/W shall come under Comprehensive Annual Maintenance Contract as and when its Warranty period is over in lieu of Comprehensive Annual Maintenance Contract of old CD ROM. If there is any specific device, which cannot be covered under normal replacement then, it should be informed in advance by the firm.
- xii) After completion of CAMC period or after termination of contract, the firm (presently holding CAMC) is responsible to handover all the machines in working condition, which were under CAMC with the firm, unless it was communicated/mutually agreed earlier. Otherwise CPCB reserves the right to get faulty machines repaired by any other firm at the cost of CAMC firm.

The payment shall have to be paid by the firm (holding CAMC before handover) for which CPCB shall adjust from the Performance Guarantee and from the running bills of CAMC, and if the amount is insufficient then the firm (holding CAMC before handover) shall be liable to pay the whole due amount.

- xiii) The CAMC amount for Laptop and Desktop Computers as quoted by a firm will be taken as a percentage to calculate the CAMC for any new systems added by taking the GeM/ Kendriya Bhandar/ DGS&D Rate Contract (For example, i-5 Desktop Computer purchased at ₹40,000.00 under GeM/ Kendriya Bhandar/ DGS&D Rate Contract and CAMC is awarded at ₹1,200.00 per annum. The CAMC cost is 3% of the cost of Desktop Computers. A new i-7 System added in the list for CAMC will be awarded at 3% of cost of system purchased under GeM/ Kendriya Bhandar / DGS&D Rate Contract. If the cost is ₹45,000.00 for new system, CAMC cost will be ₹1,350.00 per annum).
- xiv) For the new models/ items, CAMC charges will be decided by CPCB on the basis of rates for existing models having similar features, which will be binding on the firm.

4.2 QUALIFYING PARAMETERS:

- i) The firm should be in existence for over 5 years in the trade with the maintenance & business both (in support of the claim copy of Registration Certificate should be produced).
- ii) The turnover of firm in the trade with the maintenance & business both should more than ₹1.0 Crore per annum during the last 3 years (in support of the claim certified balance sheets for last three years i.e. F.Y. 2014-15, 2015-16 and 2016-17 should be produced).

- iii) The firm should have undertaken maintenance contracts during last 3 years ending 31/03/2018 with Government Department/PSUs/Semi Govt. in NCR, Delhi. A certificate or evidence to this effect is to be provided from the concerned Govt./PSUs/Semi Govt. as per following:
- a) Three similar completed/on-going works each costing not less than the amount equal to **Rs. 4.00 LACS**
- OR**
- b) Two similar completed/on-going works each costing not less than the amount equal to **Rs. 5.0 LACS.**
- iv) The firm should submit satisfactory certificate for CAMC work from Government Department/PSUs/Semi Govt. in NCR, Delhi, where the firm has executed/on-going CAMC work satisfactorily during last three years ending 31/03/2018.
- v) The Company should have valid ISO 9001 Certificate (copy to be produced).
- vi) The firm should have valid PAN and GST registration certificate. (Copy to be produced).
- vii) The firm should be registered with EPF & ESIC. Copies of Registration Certificate to be provided by the firm. The firm should adhere to minimum wages Act required.

5.0 EVALUATION CRITERIA

S.No.	Criteria	Parameter	Marks	Max Marks	
1.	Existence of firm in the trade with the maintenance & business both	5 to 10 Years	3	6	
		More than 10 Years	6		
2.	Turnover of firm per annum during the last 3 years	More than 1 Crore and up to 3 Crore	F.Y. 2014-15	3	24
			F.Y. 2015-16	3	
			F.Y. 2016-17	3	
		More than 3 Crore and up to 6 Crore	F.Y. 2014-15	5	
			F.Y. 2015-16	5	
			F.Y. 2016-17	5	
		More than 6 Crore	F.Y. 2014-15	8	
			F.Y. 2015-16	8	
F.Y. 2016-17	8				
3.	Maintenance contracts during last 3 years with Government Department/PSUs/Semi Govt. in NCR, Delhi	2 Nos.	10	20	
		3 to 5 Nos.	12		
		6 to 9 Nos.	15		
		10 to 15 Nos.	18		
		More than 15 Nos.	20		
Total Marks			50		

Note: The minimum cut-off mark will be 30 marks.

6.0 BID SUBMISSION:

- i) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Tenderer/Contractor are advised to follow the instructions “Instructions to Bidder for Online Bid Submission” provided in the “**Annexure-I**” for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- ii) For any clarification regarding tender, contact to Sh. U.A. Ansari, Sc. ‘D’ (IT), uaa.cpcb@nic.in, Phone: 011- 43102299, Mob: 9810438222.
- iii) Not more than one tender shall be submitted by one bidder or bidders.
- iv) Tenderer who has downloaded the tender from the CPCB website <http://www.cpcb.nic.in/tender.php> (for reference only) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded financial bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CPCB.
- v) Intending tenderers are **advised to visit again** CPCB website <http://www.cpcb.nic.in/tender.php> (for reference only) and **CPPP website** <https://eprocure.gov.in/eprocure/app> **regularly till end date of submission** of tender for any corrigendum / addendum/ amendment.
- vi) At any time, prior to the deadline for submission of Bids, CPCB may, for any reason deemed fit by it, modify the Bid documents by issuing suitable amendment(s) to it. The amendment will be uploaded on CPP & CPCB website only. In order to provide reasonable time to the prospective Bidders to take necessary action in preparing their Bids as per the amendment, CPCB may, at its discretion extend the deadline for the submission of Bids and other allied time frames, which are linked with that deadline. Prospective bidders are advised to visit/see <https://eprocure.gov.in/eprocure/app> & <http://cpcb.nic.in> on regular basis for any change in NIT schedule, amendment/ corrigendum in Bid Document including technical requirement.
- vii) Bids will be opened as per date/time as mentioned in the Tender **Critical Date Sheet**.
- viii) The Central Pollution Control Board reserves the right to cancel all the tenders without assigning any reasons at any time.
- ix) Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resort to be canvassing, will liable to be rejected.
- x) All rates should be quoted in the prescribed ‘Financial Bid’ template in the tender. No documents may be enclosed with financial bid.
- xi) For a bidder, who has participated in the tender bids, it will be automatically assumed that he had accepted all the terms and conditions of the tender.
- xii) On acceptance of the tender, the name of the accredited representative (s) of the bidder who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.
- xiii) The tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders.
- xiv) Merely submitting the tender with all the requirements does not bind the CPCB to accept the lowest tender and Competent Authority, CPCB reserves the right to

reject any or all of the tenders received without assigning any reason. Tenders not fulfilling any of the prescribed conditions or incomplete in any respect are liable to be rejected.

- xv) Technical bid of only those contractors will be opened, who submit the earnest money in the prescribed manner.
- xvi) Failure of the successful tenderer to comply with the above requirement i.e. deposition of performance security, shall constitute sufficient grounds for cancellation of the letter of award & forfeiture of the earnest money.
- xvii) The tender shall be submitted online in two parts, viz., Technical Bid and Financial Bid.

A. **TECHNICAL BID**: The following documents are to be furnished by the bidder along with Technical Bid as per the tender document:

- a) Scanned copy of all support documents mentioned at “QUALIFYING PARAMETERS”
- b) List of Engineers employed in firm along with their CVs.
- c) Preventive maintenance schedule.
- d) A scanned copy of Tender Acceptance Letter (Annexure-II) failing which bidder’s bid may be rejected.
- e) A scanned copy of Checklist Section properly filled and signed (as per Annexure-IV).
- f) Scanned copy Earnest Money Deposit should be uploaded on the portal.

The original EMD in physical form duly sealed in envelope super scribed with “EMD for the tender no. <Tender No> for “Comprehensive Annual Maintenance Contract of Desktops, Laptops, Printers, Scanners, UPSes, etc.” must be reach at CPCB Office on or before Bid submission end date at the address mentioned below:

Divisional Head (IT)
Central Pollution Control Board
Parivesh Bhawan, CBD cum Office Complex,
East Arjun Nagar,
Delhi 110 032

by post/speed post/courier/by hand on or before Bid Submission End Date & Time as mentioned in Critical Date Sheet. Otherwise the tender will be summarily rejected without assigning any reason.

B. **FINANCIAL BID** –

Schedule of Financial bid is provided in the form of template (Annexure-V) in PDF format, along with this tender document at <https://eprocure.gov.in/eprocure/app> Bidders are advised to download this template in PDF format as it is and quote their offer/rates in the permitted column and upload the same in the manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CPCB.

Each page of Financial Bid should be signed and with Company Seal/ Stamp. The rates to be quoted in Financial Bid should be in Indian Rupees and

without Taxes. The rate quoted shall be valid for 90 days from the date of opening of technical bid. The period can be extended with mutual agreement.

Note: Financial bids of only those bidders will be opened whose technical bids are found suitable by the committee appointed for the purpose. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee. Information in this regard will be uploaded on portal. In exceptional situation, an authorized committee may negotiate price with the qualified bidder quoting the lowest price before awarding the contract.

7.0 FORFEITURE OF EMD: The EMD will be forfeited under the following conditions:

- (a) If the tenderer withdraws or amend, impairs or derogates from the tender in any respect within the period of validity of the tender.
- (b) If the bidder withdraws the bid before the expiry of the validity period of 90 days of the bid or within the time frame of extension given by CPCB in special case communicated before the expiry of the bid.
- (c) If the bidder fails to comply with any of the provisions of the terms and conditions of the bid document.
- (d) If the selected bidder fails to execute agreement in prescribed format and Furnish the bank guarantee within the prescribed time.

8.0 RETURN OF EMD:

- (a) The earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity but not later than 30 days of the issue of the work order to the successful bidder.
- (b) The EMD of successful bidder shall be returned after receiving the Bank Guarantee or may be adjusted against the BG, otherwise EMD shall be returned along with the release of first quarter payment of AMC.
- (c) No interest will be paid by CPCB on the Earnest Money Deposit.

9.0 PERFORMANCE SECURITY:

- i) The successful bidder has to submit **Performance Security** equivalent to 10% of the contract amount valid for **THREE YEARS** in the form of Demand Draft, pay order of scheduled bank valid for three months or in the form of FD/BG at the time of submitting agreement and ToR within **seven days** of issue of letter of award.
- ii) If deposited by the successful bidder in the form of FD/BG shall be returned at the end of the contract period or after termination of contract.
- iii) If deposited by the successful bidder in the form of DD, will be paid at the end of contract period without any interest.

10.0 PRICES

Prices quoted shall be firm.

11.0 BREAK UP OF PRICES

- I. The total number of machines may increase or decrease subject to actual requirement at the time of issuing work order. There are few machines which are under warranty,

In future, as and when the warranty of these machines is over, systems will come under CAMC as per approved rates for which intimation by Divisional Head (I.T.) will be communicated to the firm. The number of machines found in working condition (shall be inspected jointly by firm and CPCB, officials) on the date of taking over by the firm shall be covered under AMC and exact CAMC cost calculation shall be based on those real numbers.

- II. The systems which are covered under warranty require software support only and the rates may be quoted accordingly for AMC (without hardware support).
- III. The CAMC contract is for **three years** starting from the date of issue of the letter of award. The award letter will be for a period of three years subjected to the permission of continuation of the contract in subsequent years (after one year) in writing from the CPCB authority, for which the firm has to request for continuation of contract in advance.
- IV. The continuation of the contract every year is subjected to satisfactory performance and permission from CPCB authority for the contract continuation.
- V. The CPCB reserve the right to issue a letter of award for one year or for three years depending upon the decision taken by the management.
- VI. Unit price basis quotation for One Year and Three years CAMC should be submitted mentioning clearly Individual items CAMC Cost separately in figures and in words. Total amount should also be clearly mentioned, summing up all break ups. There should be no typographical error in the final quote. The quoted cost must be without any precondition of minimum number of machines or any other condition put by the tenderer.
- VII. The CAMC cost should be inclusive of cost of spare parts required for maintenance of all systems as listed. The spare parts should be of the same make as far as possible. If replacement is done the faulty parts shall become the property of CPCB and have to be deposited with Divisional Head I.T. Division. The replacement of parts will be verified by the by Divisional Head (I.T.).
- VIII. The CAMC cost should be inclusive of the salary/emolument paid to Resident Engineer and should be paid by the firm.

12.0 TAXES AND DUTIES

GST and/or any other applicable taxes and duties will be paid extra. Hence Taxes should not include in the rates quoted.

13.0 MODE OF PAYMENTS

Payment will be made on quarterly basis through online payment/ PFMS after raising the demand by submission of bill in triplicate, on obtaining satisfactory performance certificate from the users.

14.0 PENALTY

- a. Failure to rectify a down system (Desktops, Laptops, Printer & Scanner) for more than two working days (after logging the complaint) for any reason like non availability of spares, non-availability of Maintenance Engineer will be taken seriously and shall attract penalty of @100/- per item per day from the date of failure

of the system. This amount shall be deducted from the running payment without any notice to the firm.

- b. Failure to rectify a down system (UPS) for more than two working days (after logging the complaint) for any reason like non availability or spares, non-availability of Maintenance Engineer will be taken seriously and shall attract penalty of @200/- per UPS from the date of failure of the system. This amount shall be deducted from the running payment without any notice to the firm.
- c. Absence of RE in CPCB for single day (up to maximum three days consecutively) shall attract a penalty of @100/- per day and for more than three days consecutively including and holiday, if any in between, shall attract a penalty of @200/- per day and if absence is more than a week then contract may be cancelled by CPCB or the tenure of Contract shall extend automatically for the period when RE was absent.
- d. Cumulative penalty cannot exceed 25% of the total contract value (on quarterly basis)

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the

bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
Divisional Head (IT)
Central Pollution Control Board
Parivesh Bhawan, CBD cum Office Complex,
East Arjun Nagar,
Delhi 110 032

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Agreement below is to be submitted by the bidder after issue of Letter of Award by CPCB within 14 Days.

AGREEMENT

This agreement is made on the ____ day of _____ 20__ between **Central Pollution Control Board, “Parivesh Bhawan”, East Arjun Nagar, CBD-cum-Office Complex, Delhi-32** (herein referred to as the “Board” which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor and /or assignee) of the one part.

WHEREAS the party of the first part is a statutory body, created and established under an act of the parliament known as Water (Prevention & control of pollution) Act, 1974 and the rule framed there under. Member Secretary of the Board is authorized person to sign the agreement on behalf of the Board.

AND WHEREAS the main objective of the board is to control the pollution of water and air at the same time take such measures as may be necessary to prevent pollution of water and air.

AND WHEREAS the Board, in pursuance of its objective and to carry out the functions, it is essential that all the relevant gadgets remain in the working condition. In order to its effective implementation, Board decided to outsourced maintenance work of Desktops, Laptops, Printers, Scanners, UPSes, etc., through the firm M/s _____ amounting to Rs. _____ .

(Rupees only)
exclusive of all taxes and levies.

AND WHEREAS the party of the second part is a firm M/s _____ (herein referred to as the “firm” which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor and /or assignee).

AND WHEREAS the firm has approached the Board for the execution of the said work and have agreed to conduct and complete the work on the terms and conditions specified and agreed to between the parties hereto and as contained hereinafter.

AND NOW THEREFORE in consideration of the terms and mutual consent hereinafter mentioned, the parties hereby agree as follows:

1. DEFINITIONS

- i. Agreement means this agreement and all appendices, annexure attached, work order, and subsequent amendment, modifications and additions directed by the Board to be carried out, provided that such directions are given by the Board.
- ii. “Work” means the total work to be conducted and completed by the firm as specified in details in the scope of work.
- iii. The Board means the Central Pollution Control Board includes its Member Secretary and any other officials authorized to act and on behalf of the Board by the Member Secretary.
- iv. The firm means M/s _____

2. OBLIGATIONS OF BOTH THE PARTIES

- i. The firm should carry out the work from the date of issue of the final work order as detailed in scope of work and as entrusted to them under the instructions of the Board and the firm further undertakes to give full co-operation to the Board in this regard.
- ii. Board may associate any of their Engineers / nominees for carrying out the assignment, it will be so arranged that they shall not interfere with the regular schedule of the completing the work.
- iii. The board shall render all suitable assistance to the firm for the purpose of working within the premises and on other locations where machines of the CPCB are installed and operational.
- iv. The firm shall receive fees in the manner prescribed in the mode of payment. Fees for any additional work, not included in the scope of work at the time of issuing the work order and which shall have to be carried out by firm under this agreement being due to amendments, modifications or additions as per clause 1(i) of this agreement, will be decided amicably and will be paid.
- v. This agreement comprises of detailed and definite enumeration of the rights and duties of the parties to the contract and covers all previous correspondence or negotiations etc., which may be contrary to this agreement in any way.
- vi. If one provision of this agreement should prove to be invalid or null, all remaining provisions shall remain effective without change. The contracting parties shall try to replace the invalid and null provisions by an admissible provision aiming of the same economic and legal rights.
- vii. The firm shall not engage or employ any sub-contractor for the execution of the work under this agreement without the prior consent in writing obtained from the Board. Any possible sub-contracts, which may concluded by the firm in consent with the Board, shall be so concluded on the sole and full responsibility of the firm. The fact of sub-contracting shall not absolve the firm from his/her obligations and responsibilities under this agreement.
- viii. Subject to the provisions of this agreement, the firm shall not transfer or assign this agreement without the Board's prior consent in writing. In any case transfer or assignment that may be affected by the firm shall not modify his/her liabilities under this agreement. In the event of assignment for transfer the assignees or transferee shall be responsible for the fulfillment of the conditions of this agreement.

3. SECRECY AND COPYRIGHT

- i. The firm hereby undertakes to treat all the data, information, drawings and details etc., received by the consultants during the execution of the work, directly or indirectly, as exclusive property of the Board.
- ii. No publication shall be erected or caused to be effected or caused to be erected by the firm without the consent of the Board in writing. All the information and data received or collected by the firm during the execution of the work at any other time in pursuance of this agreement shall be strictly treated as confidential and shall not be divulged to no other party, person or organization at any time.

4. EXTENSION AND TERMINATION

- i. It is agreed between the parties that the Board may grant extension of contract to the firm under this contract provided to the Board is satisfied with the performance of the firm. The extension request may be given by the firm (in writing) to the Board.
- ii. The duration of contract shall stand, extended automatically, if the services are not provided by the firm, within the contract period as mentioned, along-with the penalties as mentioned in the Penalty clause of ToR.
- iii. It is agreed by and between the parties that the Board shall have the right to terminate this agreement without assigning any reason thereof subject, however to the condition that it shall give seven days' notice of termination in writing to the firm.
- iv. In the event of termination of the agreement as provided herein, the firm shall cease all further work and deliver to the Board all data, details, plans, specifications and other documents prepared or information collected up to the date of notice of termination received thereof.
- v. In the event of termination of the agreement as provided herein, the Board shall reimburse to the firm a part of fees proportionate to the work carried out pursuant to this agreement up-to the date of notice of termination.
- vi. The firm hereby undertakes and agrees to handover all the machines under CAMC with the firm in working condition to the Board within Seven days of the completion of the work or within seven days from the notice of termination of the contract as the case may be.
- vii. The Board has the right to terminate the contract with or without assigning any reason at any stage besides reserve its right for the damage or any claim that the Board may have against the firm.
- viii. In case of such termination by the Board, if any payment in excess has been paid to the firm, the firm hereby undertakes and agrees to repay the excess payment within 15 days of the termination of the contract.

5. INDEMINITY

- a) The firm hereby undertakes to indemnify the Board against any claim made by any person/persons or by a third party for any reason whatsoever such a claim or damage may arise because of a mistake, negligence and/or any other reason or an act of the consultant during the course of the work being carried out or after the work carried out by the consultant under this contract.
- b) The parties to this agreement specifically agree that the Board shall have the right to withhold the payment of fees that may be due and payable to the firm in the event of any breach committed by the firm under this agreement and the payment withheld be paid whenever such breach is rectified.

6. ARBITRATION CLAUSE

The parties to the agreement hereby agree and consent that all disputes, claims etc., arising out of and touching upon clause of the agreement and their interpretation shall be submitted to the sole arbitrator to be appointed in the following manner:

“The Chairman, Central Board shall appoint Director (CP Division), Ministry of Environment, Forests & Climate Change, Government of India, New Delhi, or any other suitable person as the sole arbitrator to adjudicate and decide upon the dispute referred to him”. The arbitrator shall state this decision in writing and if amount of claim in dispute is Rs.50,000/- (Rupees fifty thousand only) and above, the arbitrator shall give reasons for award.

Subject as aforesaid, the provision of the arbitration & conciliation Act, 1996 or any other statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under the clause.

It is a term of contract that party invoking the arbitration shall specify the dispute or disputes to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each dispute.

If any part invokes the arbitration proceedings shall bear the expense to be paid as fee/remuneration to the arbitrator.

If any legal dispute, subject to jurisdiction of Delhi Courts only.

It is also a term of contract that if any of the party do not make any demand for arbitration in respect of any claim(s) in writing within 30 days of receiving the information from the Board that final bill is ready for the payment, the claim of the contracting party(s) will be deemed to have been waived and absolutely barred and the Central Pollution Control Board will be discharged of all liabilities under the contract in respect of these claims.

The decision of the arbitrator shall be final and binding upon the parties.

IN WITNESS WHEREOF THE parties of the first and second part of this agreement have subscribed their signatures on this agreement on the day and year herein above mentioned.

SIGNED IN THE PRESENCE OF:

(A. Sudhakar)
Member Secretary
Central Pollution Control Board
Parivesh Bhawan,
East Arjun Nagar, Delhi- 110032

1. Witness:

2. Witness:

Checklist for Bidders

S.No.	Activity	Compliance Yes/No/NA
1.	(i) Have you enclosed EMD (DD/Bank Guarantee /FDR) of required amount?	
	(ii) Is exemption certificate enclosed: vendor registered with MSME/ NSIC/ Government bodies attached for relaxation of EMD?	
	(ii) Is EMD valid for 90 days from the date of publishing of Bid?	
2.	Have you kept validity of your bid as per the Bid document?	
3.	Have you enclosed Bid Acceptance Letter duly filled and signed (i.e. terms and conditions are acceptable) with original set of Bid. Bids may be ignored if not signed.	
4.	(i) Is PAN No. of bidding firm with proof attached?	
	(ii) Is GST number with registration certificate attached?	
5.	Have you enclosed valid ISO 9001Certificate	
6.	Have you enclosed the EPF & ESIC Registration Certificate	
7.	Is each page of Tender document signed and stamped with firm/company seal	
8.	Have you enclosed all support document mentioned at “QUALIFYING PARAMETERS”	

(Name & Signature with date and
firm/company seal)

FINANCIAL BID

A. Desktops/Laptops (Under Comprehensive Maintenance)

SI. No.	Item Description	Quantity	For One Year		For Three Years	
			Unit Rate (₹)	Amount (₹)	Unit Rate (₹)	Amount (₹)
1.	Desktops (below i5)	139				
2.	Desktops (i5/i7)	131				
3.	Laptops (below i5)	09				
4.	Laptops (i5/i7)	11				
Total		290				
Total Amount in Words for One Year						
Total Amount in Words for Three Years						

B. Desktops/Laptops (Under Warranty - Without hardware support)

SI. No.	Item Description	Quantity	For One Year		For Three Years	
			Unit Rate (₹)	Amount (₹)	Unit Rate (₹)	Amount (₹)
1.	Desktops (below i7)	02				
2.	Desktops (i7)	62				
3.	Laptops (below i5)	0				
4.	Laptops (i5/i7)	13				
Total		77				
Total Amount in Words for One Year						
Total Amount in Words for Three Years						

C. Printers/Scanners (Under Comprehensive Maintenance)

SI. No.	Make/Model	Quantity	For One Year		For Three Years	
			Unit Rate (₹)	Amount (₹)	Unit Rate (₹)	Amount (₹)
1.	HP CLJ 2025	4				
2.	HP CLJ 4700	1				
3.	HP CLJ CP 1025	1				
4.	HP CLJ CP 1515n	1				
5.	HP Desk Jet 3650	1				
6.	HP DeskJet 1360	1				
7.	HP DeskJet 5940	1				
8.	HP LJ 1007	24				
9.	HP LJ 1015	2				
10.	HP LJ 1020	10				
11.	HP LJ 1022	22				
12.	HP LJ 1150	7				
13.	HP LJ 1320	9				
14.	HP LJ 1505	25				
15.	HP LJ 2015	1				
16.	HP LJ 2055DN	7				
17.	HP LJ 2420	4				
18.	HP LJ 3005DN	2				
19.	HP LJ 4100	1				
20.	HP LJ P1108	12				
21.	HP LJ P160 DN	2				
22.	HP LJ P1606dn	2				
23.	HP LJ P3015	1				
24.	HP LJ Pro 400 M 401d	1				
25.	HP LJ Pro M202dw	20				
26.	HP LJ Pro M203	3				

27.	HP LJ3055DN	1				
28.	HP SCX4521NS	3				
29.	Samsung CLP 775ND	5				
30.	Samsung LJ ML 3710ND	15				
31.	Samsung ML 2851ND	1				
32.	Samsung ProXpress M3320ND	20				
33.	HP ScanJet 5590	6				
34.	HP ScanJet 7400	1				
35.	HP ScanJet Pro 3000	1				
36.	SCANNER N9120	2				
Total		220				
Total Amount in Words for One Year						
Total Amount in Words for Three Years						

D. UPSes (Under Comprehensive Maintenance)

SI. No.	Item Description	Quantity	For One Year		For Three Years	
			Unit Rate (₹)	Amount (₹)	Unit Rate (₹)	Amount (₹)
1.	1 KVA	24				
2.	3 KVA	2				
3.	5 KVA	3				
4.	500 VA	19				
Total		48				
Total Amount in Words for One Year						
Total Amount in Words for Three Years						

Grand Total (A+B+C+D)	In figures	In words
For One Year :		
For Three Years : (on which L-1 shall be calculated)		

Note:

1. The Bidder shall use their Firm's letter head for quoting the Prices.
2. If there is a discrepancy between the unit price and total price The Unit Price shall prevail. If there is a discrepancy in the Total Amount between Words and figures, the amount mentioned in words shall prevail.
3. CPCB will evaluate the technically qualified financial bids for deciding lowest bidder (L-1) on the basis of total amount for three years.
4. Price shall be in above format and should not be modified. Changes if any required, should be mentioned separately.
5. GST and/or any other applicable taxes and duties will be paid extra. Hence Taxes should not include in the rates quoted.
6. Price Bid (in pdf format excluding Note) shall be uploaded on <https://eprocure.gov.in/eprocure/app> .