

TENDER DOCUMENT

for

**Comprehensive Annual Maintenance
Contract of Video Conferencing Devices
installed in CPCB and RDs.**



**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 limited tenders 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 Video Conferencing Devices installed in CPCB, Delhi and RDs (Bengaluru, Bhopal, Kolkata, Lucknow, Shillong and Vadodara)

2. Document Download: Tender documents may be downloaded from Central Pollution Control Board web site <http://www.cpcb.nic.in/Tenders.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

Sl.	Description of activities	Date (dd/mm/yyyy) & Time (AM/PM)	
1.	Published Date	20-02-2019	05:30 PM
2.	Bid Submission Start Date	20-02-2019	05:30 PM
3.	Bid Submission End Date	14-03-2019	03:00 PM
4.	Bid Opening Date	15-03-2019	03:00 PM

Terms and Conditions

1. The firm have to produce valid documentary (Manufacturer Authorised Form) evidence that they are Polycom Certified Partner.
2. The rates and prices quoted by the bidder in the financial bid format as per Annexure III shall be fixed for the duration of the contract and shall not be subjected to adjustment.
3. The rates shall be valid for the period of one year from the date of agreement. However, in case of introduction of new taxes / levies the rate may change in same proportionate. The firm should have their office in Delhi/ NCR and in liable to provide services in Pan India.

4. SERVICE LEVEL AGREEMENT (SLA) :-

- a. Bidder will provide a 24-hour Callout Facility for fault redressal for any technical snags or operational failure.
- b. Scheduled downtime is defined as the period of time when VC device will remain unavailable due to urgent repairs etc. And it will be expressed in hours. This is the maximum duration, which the Contractor can take for scheduled downtime purposes.
- c. The maximum scheduled downtime for any equipment would be 2 (43.8 Hours) days in a year.
- d. The scheduled maintenance would be carried out with a minimum advance notice of 48 hours in writing and Seal and Signature of the Bidder
- e. The maximum Return Merchandise Authorization (RMA) which includes testing , troubleshooting of new product is 1 Week. The details of Mean Time To Repair (MTTR) is mentioned below:

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault / per occasion
Mean time to	Within 24 Hours from the call logging time	Calculation of fault duration per instance	Service Credits (in days) shall be provided to Customer & Delay will be

Repair (MTTR)/ Resolve the issue	for all types of events.	based on Fault Docket	counted in steps of one hour.
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5. PENALTY FOR UNAVAILABILITY OF SERVICES :-

- a. The Successful Bidder needs to maintain the Service Levels as 99.5% (excluding 0.5% scheduled service maintenance) of the times for the MTTR of Events
- b. For availability less than 99.5%, Service Credit (in days) shall be provided to Customer.
- c. The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or part failure of services.

6. QUALITY OF SERVICES: -

- a. The contractor should attend to all the complaints, irrespective of its nature.
 - b. To use only genuine original spare parts of reputed firms/manufacturing company in the VC system.
 - c. The bidder has to maintain adequate spares for maintaining the SLA (Service Level Agreement) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Bidder.
 - d. The contractor shall ensure availability of all their services in the CPCB, Delhi and Regional Directorates (Lucknow, Bhopal, Shillong, Vadodara, Bengaluru and Kolkata)
7. The bidder may visit site before quoting the rates for understanding the scope of work.
 8. Payment will be made on quarterly basis, invoice will be submitted after completion of each quarter payment will be released after verification of services provided by firm by Head I.T. Division.
 9. It may be noted that mere quoting lowest rates will not entitle any firm to get the work order.
 10. The quotation should be free from over writing/corrections/additions. If any, should be counter signed.

11. In the event of any dispute, the decision of Chairman, CPCB shall be final and binding on both the parties.

12. 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. Archit Uprit, Sc. 'D' (IT), archituprit.cpcb@nic.in, Phone: 011- 43102301, Mob: 9958161440.
- iii) Not more than one quotation shall be submitted by one bidder or bidders.
- iv) Tenderer who has downloaded the tender from the CPCB website <http://www.cpcb.nic.in/Tenders.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 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/Tenders.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 quotations 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 at

“Annexure-III”.

- 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.
13. Typographical and clerical errors are subject to correction.

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 the 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)

Annexure-II

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 Comprehensive Annual Maintenance Contract of Video Conferencing Devices installed in CPCB, Delhi and RDs 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 or 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. INDEMNITY

- 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:

(B. Vinod Babu)
Head IT Division
Central Pollution Control Board
Parivesh Bhawan,
East Arjun Nagar, Delhi- 110032

1. Witness:

2. Witness:

Annexure-III

FINANCIAL BID

Comprehensive Annual Maintenance Contract of Video Conferencing Devices installed in CPCB, Delhi and RDs

Sl. No.	Item Description	Quantity	For One Year	
			Unit Rate (₹)	Amount (₹)
1.	CAMC of Polycom Group 700	01		
2.	CAMC of Polycom Real-presence Debut	07		
Total (Exclusive Taxes)		8 (Sl.No.1+2)		
Total Amount in Words				

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 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> .