

## TENDER NOTICE

The Member Secretary, Central Pollution Control Board invites sealed Financial Bids from reputed firms/agencies empanelled with NICSI for dealing with LAN items for the following work:

**Name of Work:** Annual Maintenance Contract (AMC) of Local Area Network (LAN) established and functional at Parivesh Bhawan, Central Pollution Control Board, East Arjun Nagar, Delhi 110032.

**E.M.D Amount:** ₹ 1,500/- (₹ One Thousand Five Hundred only)

**Last date of receipt for bids:** 02-12-2011 up to 4:00 p.m.

**Date of tender opening:** 02-12-2011 at 4:30 p.m.

**Member Secretary,  
Central Pollution Control Board**

**ANNUAL MAINTENANCE CONTRACT (AMC) OF  
LOCAL AREA NETWORK (LAN) ESTABLISHED & FUNCTIONAL AT  
PARIVESH BHAWAN, CENTRAL POLLUTION CONTROL BOARD, EAST  
ARJUN NAGAR, DELHI**

**TERMS OF REFERENCE**

Financial Bids in the prescribed form are hereby invited on behalf of Central Pollution Control Board as follows:

<b>S. No.</b>	<b>Name of Item</b>	<b>Number of Nodes</b>	<b>Earnest Money</b>
1.	AMC of LAN infrastructure, inclusive of maintenance / upkeep of Active and Passive items	300*	₹ 1,500/- (₹ One Thousand Five Hundred Only)
2.	AMC of Switches of different makes /types	22*	
3.	AMC of Router	01*	

\* The total number may be increased or decreased subject to actual number present at the time of issuing work order.

The tender document containing technical details and other terms and conditions can be obtained in person on production of authority letter of the firm in DUPLICATE or by post from the office of Incharge (Information Technology Division) from 11.00 a.m. to 4.00 p.m. between 11 AM to 5PM on all working days.

The tender document can also be downloaded from CPCB website [www.cpcb.nic.in](http://www.cpcb.nic.in)

# COMPREHENSIVE MAINTENANCE CONTRACT OF LOCAL AREA NETWORK (LAN) OF CPCB, DELHI

## TERMS OF REFERENCE

### 1. 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 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 Maintenance of Local Area Network (LAN).

### 2. OBJECTIVE

The objective of the project is to have a systematic comprehensive maintenance contract at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi – 110 32, for LOCAL AREA NETWORK (LAN), so as to ensure minimum down time of network.

### 3. SCOPE OF WORK

Comprehensive Maintenance Contract of LAN infrastructure, inclusive of maintenance/upkeep of Active and Passive items, switches of different makes types, router installed at Central Pollution Control Board, Delhi.

#### 3.1 LOCATION

Parivesh Bhawan, East Arjun Nagar, Delhi 110032

#### 3.2 List of items proposed under AMC:

##### A. Lan nodes (LAN infrastructure, inclusive of maintenance / upkeep of Active and Passive items)

S.No.	Item Description	No. of Items
A.1	LAN nodes	300
Total Numbers		300

##### B. Switches

S.No.	Item Description	No. of Items
B.1	CISCO Catalyst 1750 Series	2
B.2	CISCO Catalyst 2960 Series	7
B.3	CISCO Catalyst Exp 500 Series	12
B.4	HCL (ARL-S24)	01
Total		22

### C. Router

S.No.	Item Description	No. of Items
C.1	Router (Cisco)	01
Total Number		01

### 3.3 Maintenance Services would cover the following:-

Maintenance of Active Passive items as listed in para 3.2 of LAN including switch, Router, RJ45 connector, CAT5/6 internal cable in racks and external cables use for distribution of LAN to individual nodes. Maintenance will cover solution right from Router to Nodes. Damaged cable have to be repaired/laid while all items require for maintenance will be the responsibility of firms except the cable which shall be provided by CPCB.

Preparation of preventive maintenance schedule and its implementation at a frequency of at least four times in a year, other than breakdown maintenance calls.

### 4.0 Specific Conditions

- i. CAMC shall also cover damages due to following:
  1. High Voltage fluctuations
  2. Rat bytes
  3. Burn out of parts
- ii. The firm should maintain the inventory of items as existing in CPCB or equivalent or better make & model.

### 5.0 General Conditions

- 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) The firm should comply with all the terms & conditions.
- iv) Deviation, if any, from terms and conditions will not be entertained.
- v) The firm shall be responsible for any damage in servicing/overhauling of items and if such damage occurs, the firm has to repair the items at its own cost.
- vi) The supplier 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 forfeited and at absolute disposal of CPCB.
- vii) All tools, accessories, hardware, terminals, connectors, multi-meter, 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 here or not.
- viii) Any damage to the machines due to natural calamities such as earthquake, etc. may not be covered under CAMC.
- ix) 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.
- x) After completion of CAMC period or after termination of contract, the firm (presently holding CAMC) is responsible to handover all the items in working condition. 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 the cost 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.
- xi) Conditional bid will be rejected.

## 6.0 Type of Contract

The work awarded by this specification shall be treated as an indivisible works Contract.

## 7.0 MODE OF SUBMISSION OF TENDER

- a) The tender shall be submitted in two separate sealed covers, duly completed in all respects viz, one for "EARNEST MONEY", the second for "PRICE BID". The name of the work and the words "EARNEST MONEY" and "PRICE BID ONLY", as the case may be shall be clearly written on the top of the respective sealed covers. All the two bids, along with the letter for submitting tender, shall be put in a sealed cover and the name of the work "Annual Comprehensive Maintenance Contract of LAN items at Central Pollution Control Board, Delhi" shall be clearly written on top of the sealed cover.
- b) The **price bid** as detailed with breakup prices (including all duties/taxes etc.) shall be submitted in a separate sealed cover. The provided format should not be changed in any respect.
- c) Sealed tenders should be addressed to:

**The Incharge I.T. Division  
Central Pollution Control Board  
Parivesh Bhawan  
East Arjun Nagar, Delhi — 110032**

- d) The tenders shall be submitted in sealed envelopes on or before December 02, 2011, 4:00PM in the office of the Incharge (I. T Division). No tender will be received after 4.00 p.m. on December 02, 2011 under any circumstances whatsoever. The tenders will be opened on the same day (December 02, 2011) at 4:30 p.m.
- e) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
- f) The tender must be filled in English or Hindi and all the entries must be made by hand and written in ink or may be typed. If any of the documents is missing or unsigned, the tender will be considered invalid.
- g) All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice of any change in rate or conditions after opening of the tender will be entertained.
- h) Intending tenderers shall pay earnest money of a sum of ₹ 1,500/ (Rupees One Thousand Five Hundred Only) through a bank draft of a scheduled bank drawn in favour of Central Pollution Control Board, Delhi with a validity of six months after the date of issue of this tender. Any tender, not accompanied by earnest money, will not be considered. The earnest money will be returned to the unsuccessful tenderers, without any interest.
- i) The CPCB is not bound to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

## 8.0 PERFORMANCE SECURITY

- a) The successful bidder has to submit **Performance Security** equivalent to 10% of the contract amount valid for **One year** in the form of Demand Draft or pay order of scheduled bank valid for six months after the advertisement date or in the form of FD/BG at the time of submitting agreement and TOR within **seven days** of issue of letter of award. 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.
- 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 payment of AMC.
- c) If deposited in the form of FD/BG, it shall be returned at the end of the contract period or after termination of contract. If DD is deposited, the amount will be paid at the end of contract period.

## 9.0 PRICES

Prices shall be quoted as per attached price bid format only. Other information if any, may be additionally given.

## 10.0 BREAK UP OF PRICES

- a. The tenderer shall indicate the break up of the lump sum price for items as given in the enclosed price bid sheet.
- b. The total number of nodes may increase or decrease subject to actual requirement at the time of issuing work order. There are few switches which are under warranty, In future, as and when the warranty of these switches is over, systems will come under AMC as per approved rates for which intimation by I/c I.T. Division will be communicated to the firm. The number of switches 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 AMC cost calculation shall be based on those real numbers.
- c. The AMC 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.
- d. The continuation of the contract every year is subjected to satisfactory performance from all the divisional heads and permission from CPCB authority for the contract continuation.
- e. 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.
- f. The rates quoted should be inclusive of all taxes. The quoted cost must be without any precondition of minimum number of machines or any other condition put by the tenderer.
- g. Necessary arrangement to prevent the system damages from technical point of view (High voltage fluctuations) has to be ensured by the firm.
- h. Any damage to the machines due to Natural calamities Earthquake, Fires etc., may not be covered under AMC cost calculation

## 11.0 TAXES, DITIES AND LEVIES

Central/State sales tax/works contract tax/excise duty etc should be included in the rates tendered. Statutory deduction of tax if applicable at source will be made while releasing payment through running/final bills. If any change in Tax occurs the difference will be paid by CPCB. Presently tax at Service is 10.30%.

## 12.0 VALIDITY

All the financial bids and the terms and conditions shall be valid for acceptance for a period of 90 days from the last date of receiving them.

### **13.0 MODE OF PAYMENTS**

Payment will be made on quarterly basis by cheque after raising the demand by submission of bill, on obtaining satisfactory performance certificate from the users.

### **14.0 PENALTY**

Failure to rectify a down LAN system, Switches & Router for more than two working days for any reason like non availability of spares, non availability of Maintenance Engineer will be taken seriously and shall attract penalty of ₹ 200/- 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.

### **15. ARBITRATION CLAUSE**

The Agreement and their interpretation shall be submitted to the sole arbitration to be appointed in the following manner:

“The Chairman, Central Board shall appoint Director (PCP Division), Ministry of Environmental & Forests, government of India, New Delhi, or any other suitable person in the field of network engineering as the sole arbitrator to adjudicate and decide upon the dispute referred to him”. The Arbitrator shall state his decision in writing and if the amount of claim in dispute is 50,000/- (fifty thousand) 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 there of and the rules made there under and for the time being 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 nor disputes to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute.

If any part invoke 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 part do not make any demand for arbitration in respect of any claim (s) in writing with in 30 days of receiving the information from the Board that final bill is ready for 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 claim.

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

**PRICE BID FOR LOCAL AREA NETWORK AT CPCB**

**LAN nodes**

S.No.	Item Description	No. of Items	Rate		Total Cost	
			1 YEAR	3 YEARS	1 YEAR	3 YEARS
1	LAN nodes	300				
<b>Total Numbers</b>		<b>300</b>				

**Switches**

S.No.	Item Description	No. of Items	Rate		Total Cost	
			1 YEAR	3 YEARS	1 YEAR	3 YEARS
1	CISCO Catalyst 1750 Series	2				
2	CISCO Catalyst 2960 Series	7				
3	CISCO Catalyst Exp 500 Series	12				
4	HCL (ARL-S24)	01				
<b>Total Numbers</b>		<b>22</b>				

**Router**

S.No.	Item Description	No. of Items	Rate (yearly)		Total Cost	
			1 YEAR	3 YEARS	1 YEAR	3 YEARS
1	Router (Cisco)	01				
	<b>Total Number</b>	<b>01</b>				

Date:

Signature of the tenderer

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