

CENTRAL POLLUTION CONTROL BOARD, DELHI
IT DIVISION

(22.06.2011)

Answers to queries raised by representatives of ISPs for Project proposal for “2Mbps (NSDI Project) & 8 Mbps Leased Line circuits in CPCB” made public on 26.05.2011.

Q. 1: How to provide backup of 8Mbps to 2Mbps link?

Ans: CPCB has created separate V-LANS for each floor and all of them are terminated in redundancy mode at the central location at fifth floor. Priority-wise, connectivity will be maintained at the time of link failure.

Q. 2: How many routers will be required to be installed at CPCB?

Ans.: Matter was discussed in details and it was finalized that two routers will have to be installed in CPCB to support the requirements of Auto Failover, Load Balancing etc.

Q.3: What will be the make of router?

Ans.: Preferably CISCO and its compatible routers are to be placed.

Q.4: Whether Routers are to be provided with Firewall or not?

Ans.: Routers with firewalls are to be installed.

Q. 5: CPCB asked for routers ownership after the expiry of contract period?

Ans.: It was finalized that ISP will keep its ownership and maintenance and will remove the router at the end of term.

Q.6: Whether ISP will provide managed services?

Ans.: Yes, The ISP will be totally responsible for WAN connectivity and CPCB will be responsible for LAN connectivity where ISP will keep track of link on 24x7x365 basis, on their own and CPCB team may assist them in case of requirement of support at CPCB end.

Q.7: How Latency measurements & Penalty will be calculated?

Ans.: Latency of 320 ms will be continuously checked by CPCB and errors with respect to DNS IP, if occurred more than prescribed limit, will be intimated to ISP and with the snapshot penalty will be calculated.

Q.8: Network availability?

Ans.: Network availability more than 99.5% will be checked on monthly basis instead of weekly basis.

Q.9: Weekly performance report issue?

Ans.: Day-wise performance report will be submitted to CPCB through email on weekly basis.

Q.10: 8 Domain Name Registered?

Ans. ISPs have to provide 8 static IPs for each circuit.

Q.11: Different medium of links are preferable for connectivity.

Ans.: It was agreed that 2Mbps will be provided by ISP on RF and 8Mbps will be provided on Fiber/Copper.

Q.12: Two weeks delivery time is difficult to meet as trench digging/permissions are required from authorities?

Ans.: The delivery time has been extended to four to six weeks.

Q.13: Penalty clause (E) condition No.1, calculation regarding?

Ans.: Interrupted services will be counted if disruption at any given point of time is more than 4hours continuously. Thereafter starting from 5th hour onwards the penalty of Rs. 5000/- will be applicable.

Q.14: Can any ISP quote only for 2Mbps RF Link?

Ans.: No.

Q.15: Can last mile be delivered from different ISP?

Ans.: No.

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Re-scheduled Important Date of the submission of Tender on 2Mbps & 8Mbps Leased lines of CPCB

1	Tender Issue Date	26-05-2011
2	Last Date of Submission of Tender	05-07-2011 5:00 pm
3	Pre-Bid meeting	21-06-2011 at 2:30 pm
4	Venue	Central Pollution Control Board, 5 th Floor Committee Room, PCP Division, Parivesh Bhawan, East Arjun Nagar, Delhi-32
5	Date of opening of Tender	Will be intimated
6	Date of Technical Presentations of the Action Plan (If required)	To be intimated separately
7	Proposal Submission System	a. Technical Proposals in one sealed envelope b. Financial Proposals in second Sealed Envelope c. Both Proposals in third Sealed Envelope
8	Bidding System	Two stage bidding –first stage technical evaluation & second stage – financial bids evaluation of technically qualified firms.

Important Information and Dates

1	Tender Issue Date	26-05-2011
2	Last Date of Submission of Tenders	13-06-2011
3	Date of opening of tenders	Will be intimated
4	Venue	Central Pollution Control Board, 5ft Floor Committee Room, PCP Division, Parivesh Bhawan, East Arjun Nagar, Delhi-32
5	Date of Technical Presentations of the Action Plan (If required)	To be intimated separately
6	Proposal Submission System	a. Technical Proposals in one sealed envelope b. Financial Proposals in another Sealed Envelope c. Both Proposals in another Sealed Envelope
7	Bidding System	a. Technical Qualification b. Financial Qualification

Proposal for 2Mbps & 8 Mbps Leased Line Circuit

A. REQUIREMENT

1. Under NSDI Project

Bandwidth

- 2Mbps Symmetric (1:1) Internet connectivity through Wired Media Leased Line (1:1 uncompressed and unshared).
- Expandable to 4Mbps as and when required.
- The link should be delivered on ISP's own Last Mile (Copper/Fiber).
- Line is to be terminated on firm's provided router having load balancing capability.

2. Under CPCB Project B.H. VA Scheme No.1

Bandwidth

- 8Mbps Symmetric (1:1) Internet connectivity through Wired Media Leased Line (1:1 uncompressed and unshared).
- Expandable to 32Mbps as and when required.
- The link should be delivered on ISP's own Last Mile (Copper/Fiber).
- Line is to be terminated on firm's provided router having load balancing capability.

TERMS AND CONDITIONS OF THE PROPOSAL

B. QUALIFYING CONDITIONS FOR ELIGIBLE FIRM: -

- The ISP should have a valid **Category A** ISP license from Govt. of India (Attach a copy of license).
- The ISP should have multiple capacity on international Route.
- The ISP should have its own International Gateways (atleast 1). Any service firm found violating the same should be disqualified.
- The link should be delivered on ISP's own Last Mile (Copper/Fiber).
- The ISP should able to provide best and shortest path to any location in the world. Mention the confirmed Latencies to US (East Coast) & US (West Coast), UK & Singapore or equivalent with certification. Please provide certificate in this regard.

- The proposal should clearly indicate the different components of the total charges-recurring (annual) and non-recurring (one time) for bandwidth and equipment supplied.
- The ISP should have a fully functional Enterprise Helpdesk for support (365*24*7)
- The firm should ensure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. Firm will be responsible for making all the payments towards the local loop charges/rentals/WPC charges etc.
- Firm should submit the proposal in two bid system i.e. Technical proposal and Commercial proposal. Commercial proposal of only those Firms will be considered who will qualify technically.

The advance payment shall be made at the starting of quarter (or as per agreement option selected by CPCB on final order) and thereafter payment will be subjected to the satisfactory functioning of the connectivity.

- Firms not complying with above terms and conditions or not providing complete information as described shall not be considered.

C. MODE OF PAYMENT:

- Separate bills are to be raised by the firm for 2 Mbps and 8 Mbps Leased line services.
- Advance Payment option will be selected by CPCB on the finalization of the order.
- In case of agreement of five years for 8 Mbps option:
 - Every year renewal of the contract is to be done. For which the firm will send the request.
 - At any point of time, if observed that services are below satisfactory level, the contract will be terminated by CPCB without any notice.
- **The quoted rate or the prevailing market rate provided by the firm, whichever is the lowest will be considered at the time of releasing the payment towards advance payment.** At any point of time, if it is observed that excess payment has been released due to any reason whatsoever, excess payment shall be recovered from the running bills of the firm.

D. DELIVERY PERIOD & INSTALLATION:

- **The firm will have to deliver the 2Mbps link at 5th floor, IT Division, Parivesh Bhawan, East Arjun Nagar, Delhi-32 within Two weeks of the issuance of Supply/purchase order.**

E. PENALTY:

- The firm has to maintain the SLA as mentioned and if it does not meet the mentioned SLA will have to pay penalty
 - Condition No.1 : Interrupted services . penalty @ Rs. 5000/- per week for which no communication from CPCB will be made and the payment will be deducted directly from the running amount.
 - Condition No.2 : if SLA <99.5% the deviated percentage will have to be adjusted as additional time as free to CPCB by providing services.
 - If latency observed >320 for more than ten times in a day then 1% of the daily amount will be deducted without notice from the running bills and snapshots of the drops will be provided as proof by CPCB.
 - Daily performance reports are to be sent via soft copies within seven days then 1% of the daily amount will be deducted without notice from the running bills.

F. ISP WILL BE REQUIRED TO SIGN SERVICE LEVEL AGREEMENT HAVING THE FOLLOWING:

- 2Mbps & 8Mbps Internet bandwidth (1:1) with redundant back bone and minimum 16 public IP addresses.
- 8 Domain names registered.
- Firm providing both 2 & 8 Mbps links will have to provide these links through separate circuits so that on failing of one circuit, other circuit is live and works as a backup support line.
- Installation, commissioning, configuring of the link and hardware (router, etc) will be provided by the firm. CPCB will pay no cost to the hardware equipment if installed any except router. Hence, separate rates should be indicated for one time installation and for operation of leased circuit on annual basis.
- The firm has to mention the items to be provided/procured for CPCB and will become the property of CPCB after paying the one time installation cost.
- Firm will be responsible for providing uninterrupted internet connectivity and will take care of maintenance of the system throughout the year. No additional payment for maintenance of hardware etc. will be paid by CPCB.
- Internal router management is also the responsibility of the service provider through-out the year.
- Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of globe.

- Network Availability: More than 99.5% per week.
- Reports for performance, monitoring /usage to be submitted by the ISP on weekly basis in soft copy and hard copy formats.
- The Firm will be responsible for the comprehensive maintenance and testing of hardware for which CPCB will not make extra payment.
- The firm will do preventive maintenance once a quarter for upkeep of the Systems running. The schedule will have to be adhered to strictly by him.
- Latency rate < 320 ms
- The output interface should be serial or Ethernet but should have capability of load balancing.
- System should be capable of auto failover.

G. SUBMISSION OF PROPOSALS

The proposal should contain technical as well as financial proposals.

- (i) Technical proposal should be enclosed in a separate sealed cover super-scribing the words "Proposal for 2Mbps & 8 Mbps Leased Line Circuit at CPCB"

Please note that Technical proposal should not indicate prices

- (ii) Financial proposal should also be enclosed in a sealed cover super-scribing the words "Financial Proposal for 2Mbps * 8 Mbps Leased Line Circuit at CPCB"
- (iii) Financial proposal should include total cost of the proposal (including all duties taxes) as well as break up of the costs e.g. Installation cost, applicable taxes, levies etc. as mentioned in the Price-proposal format, so that the continuity may be maintained.

Please note that financial proposal should only indicate prices.

- (iv) Both of the sealed covers i.e. technical proposal and financial proposal should again be enclosed in a sealed cover super-scribing the words "Proposal for 2Mbps & 8 Mbps Leased Line Circuit at CPCB"
- (v) The proposal should be submitted to the Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Shahdra Delhi-32 latest by 5:00 pm on - 13.06.2011.
- (vi) An authorized firm's representative initials should be done on all pages of proposal.
- (vii) Any proposal received after the closing time for submission of proposals shall not be entertained.
- (viii) The proposals must remain valid for 90 days at least after the submission date. CPCB will make its best efforts to decide on the proposal within this period. If CPCB wishes to

extend the validity period of the proposals, the consultants who do not agree have the right to not to extend the validity of their proposals.

H. INFORMATION TO THE FIRM

- (i) The CPCB is not bound to accept any of the proposals submitted.
- (ii) At any time before the submission of proposals, CPCB may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the scope of work. Any amendment shall be issued in writing to the firms and shall be binding on them. CPCB may at its discretion extend the deadline for the submission of proposals.
- (iii) Before submitting the proposal, a visit to CPCB for the understanding of the actual work, may be made on any day with prior information to Incharge IT Division or to Sh. Aditya Sharma, Scientist Bq at Parivesh Bhawan, East Arjun Nagar, Shahdra, Delhi-32. Phone Nos. 22308902 43102296 or 43102300.
- (iv) The Technical proposal shall be evaluated by a committee on the basis of the following criteria:
 - (a) Specific experience of providing such connectivity to other departments
 - (b) Service quality of helpdesk
 - (c) Type of connectivity offered
 - (d) Firms certifications like ISO
 - (e) Response time
 - (f) Best SLA offered
 - (g) Any other as considered important by Committee
- (v) The firms, short listed on the basis of evaluation of the technical proposals, may be asked to make technical presentation before evaluation committee for network architecture proposed. In this regard, a separate communication shall be sent to all the short listed firms.
- (vi) Evaluators of Technical Proposals shall not have access to the Financial Proposals until the technical evaluation is complete.
- (vii) Financial proposals will be opened only for technically qualified firms. Financial proposal of the firms, which do not qualify shall be returned unopened.
- (viii) In case of five years contract, the firm, which qualifies as per technical and financial evaluation, shall be issued a letter of intent and has to submit the agreement with CPCB (prescribed by CPCB) within 7 days time and thereafter the final work award letter shall be issued by CPCB.
- (ix) The firm has to clearly indicate costs in the Price Proposal sheet, so that, in case of change in quantity, cost calculation may be done.
- (x) The hardware is to be purchased by the firm, while the cost of the hardware shall be mentioned in the proposal separately inclusive of all costs (VAT etc.).
- (xi) Financial Proposal- The rates should be quoted in Indian Rupees. Government Levies like Sales Tax, Octroi, Excise Duty, and Education CESS etc., if any, shall be paid at rates as applicable at the time of delivery.

I. ACCEPTANCE

We accept the above terms and conditions and shall comply with them strictly.

Name of the firm ò

Address ò

Signature and seal of the Firm

J. PRICE BID FORMAT

Central Pollution Control Board
Proposal for 2Mbps & 8 Mbps Leased Line Circuit

(One Time installation cost distribution)

Sr. No	Item description	Basic Price	Duties	Sales Tax	Service Taxes	Total Cost (in Rs.)
Total Cost						

(Rates for 2 Mbps*) under NSDI Project

Items	Quarterly	Half Yearly	Annually
Rates for 2Mbps connectivity			
Service Tax etc.			
Total			

(Rates for 8 Mbps*) Under CPCB LAN project with a contract of One Year Only

Items	Advance Payment Options	
	Quarterly	Half Yearly
Rates for 8Mbps connectivity		
Service Tax etc.		
Total		

(Rates for 8 Mbps*) Under CPCB LAN project with a contract of Five Years

Items	Advance Payment Options		
	Quarterly	Half Yearly	Annually
Rates for 8Mbps connectivity			
Service Tax etc.			
Total			

***The quoted rate or the prevailing market rate provided by the firm, whichever is the lowest will be considered at the time of releasing the payment towards advance payment.**

K. AGREEMENT

An agreement is made on the _____ day of _____ 2011 between Central Pollution Control Board, -Parivesh Bhawanø East Arjun Nagar, CBD-cum-Office Complex, Delhi-32 (herein referred to as the -Boardø which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor and /or assignee) of the other 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 thereunder. 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. One of the functions of the Board is to disseminate the information in public domain.

AND WHEREAS the Board, in pursuance of its objective and to carry out the functions, with regard to dissemination of information on environmental aspects, it is essential that all the relevant data are collected, collated and compiled in such way that these could be retrieved quickly and easily. In order to have effective implementation, Board decided to procure leased line circuits for Internet connectivity and to carry out this above said work amounting _____ to _____ Rs.
_____(Rupees
Lacs and _____ thousand only).

AND WHEREAS the party of the second part is a firm M/s _____.

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.

the Board. Any possible sub-contracts, which may conclude by the firm, 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.

- vii. 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 firm during the execution of the work, directly or indirectly, as exclusive property of the Board.
- ii. No publication shall be effected or caused to be effected 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 point of time.

4. EXTENSION AND TERMINATION

- i. It is agreed between the parties that the Board may grant extension of time to the firm for the completion of the work under this contract provided the Board is satisfied with the reasons for the extension stated by the firm in his application in writing made to the Board, such extension stated would not entitle the firm for any additional payment whatever under clause 2 of this agreement.
- ii. 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 day's notice of termination in writing to the firm.
- iii. In the event of termination of the agreement as provided herein, the firm shall cease all further work.

- iv. 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 upto the date of notice of termination.
- v. The firm hereby undertakes and agrees to handover all the drawings, specifications, plans, sketches and other data and such other documents, alongwith complete information and report to the Board within 15 days of the completion of the work or the notice of termination of the contract as the case may be.
- vi. 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.
- vii. 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

- i. 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 firm during the course of the work being carried out or after the work the work carried out by the firm under this contract.
- ii. 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:

ō The Chairman, Central Board shall appoint Director (CP Division), ministry of Environment & Forests, Government of India, New Delhi, or any other suitable person in the field of Computer Engineering as the sole arbitrator to adjudicate and decide upon the dispute referred to him ö. The arbitrator shall state this decision in writing and if amount of

claim in dispute is 50,000/- (fifty thousand rupees) 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 reenactment there of 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.

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

1. Witness:

(J. S. Kamyotra)
Member Secretary

For: Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar,
Delhi-110 032

2. Witness:

For M/s . _____