

**CPCB IT Division**

**Answers to queries raised during Pre-bid meeting on or before 07.07.2011 by firms for tender no. C-12012/20/2007-tech, Serial No.1 dated 28.06.2011 having last date of submission of tender as 13.07.2011.**

Query No	Page Number	Section Number	Clause	Query	Answers to queries
1		SCOPE OF WORK	Dedicated Cloud Server and Complete System Isolation	Please provide the number of dedicated cloud sever count to be proposed	One
2	2			Please provide clarity on whether CPCB wants dedicated server with virtual machines or Shared Cloud Virtual machines	Shared Cloud Virtual Machines required
3				Please provide count of Virtual Machines required	One
4				Please provide cores, RAM, Local HDD, SAN storage requirement per Virtual machine required.	Two CPU, Quad Core, 6GB,50GB Storage, Backup & Restore schedule on 24 hourly basis to be managed by the service provider.
5			Choice of OS (Windows 2008/2003 and Linux Cent OS)	Kindly provide Virtual machine to OS mapping as in commercial sheet only windows 2003 is asked and in clause in SOW Windows 2008/2003 and Linux cent OS is asked.	Windows 2008/2003 only
6			Install Custom Software	Please provide Custom software to be installed	Software will be provided or software will be loaded by us through RDP (Remote).
7				Licenses for Custom software will provided by CPCB.	Yes
8			Advanced Multi-Processor Multi-Core Hardware and High performance SAN	Please provide details of Advanced Multi-Processor Multi-Core Hardware and High performance SAN requirement	Virtual HDD
9			Protected by Enterprise Firewall/Intrusion Prevention appliances and VLAN	Please provide whether CPCB IT infrastructure will have multiple VLAN's	NO
10			Preinstalled software and application	Please clarify which softwares are required to be Preinstalled .	64 bit Any, Windows 2008/2003, MS SQL Ver 5/ Ver8 standard/ Datacenter/Enterprise version

Query No	Page Number	Section Number	Clause	Query	Answers to queries	
11				Licenses for pre installed software and Application will provided by CPCB .	NO	
12	2	SCOPE OF WORK	On demand memory and space up gradation	Kindly provide on demand memory and Space upgradation requirement of CPCB. Please provide incremental requirement for RAM in GB's and Space in GB's	Not at the moment. VPS should be customizable in later stage without down time.	
13	6	QUOTATION FOR VIRTUAL PRIVATE SERVER	Control panel support for e.g. CPanel, Plesk	Kindly provide what features is required in Control panel i.e. to manage the VM's or to manage applications in VM	-Configuration -Remote terminal, -M/c Name Changing, -CPU Usage viewing, -FTP, -Storage allocation etc.	
				Please provide can bidder propose without Control panel support . As it is a multi tenant panel and due to security reason should lie with Bidder.	Basically required for the first time only and later as and when required. But we want to monitor CPU Usage etc.	
14					Request for quantity column to be added to Commercial Sheet	Not required as only one we are looking for.
15				VPS Windows 2003	Kindly confirm if the Operating System is Standard edition or enterprise edition	Standard Edition
16				VPS Windows 2003/Server Storage Hardware	Kindly confirm if the Ownership of Licenses for Operating system and hardware is with Bidder or owned by Central Pollution Control Board	Licensed from bidder for OS windows and DB MS SQL
17			Management Charges	Kindly define the number of Virtual System and Physical Servers to be managed	One	
18	-	-	-	Total no. of instances required	One	
19	-	-	-	Clarify on OS & DB required for each instance	One instance only at present and OS & DB are clarified abjove at sr. no. 10	
20	-	-	-	Number of vCPU and RAM required for each instance	Two CPU & 6 (Six) GB RAM	
21	1	I	SLA	If 99.5% SLA is acceptable or it is evaluating the VPS in HA mode to meet the 99.9% SLA	99.5% % SLA is acceptable	
22	-	-	-	Clarity on the internet bandwidth required for the setup (Capped/Bandwidth model)	Bandwidth Model with minimum 2 Mbps BW	
<b>Query No</b>	<b>Page Number</b>	<b>Section Number</b>	<b>Clause</b>	<b>Query</b>	<b>Answers to queries</b>	

23	-	-	-	Data Transfer per month	Approx 50 GB
24	-	-	-	VPS should be in India or it can be anywhere	It should be in India
25	1	I	Scope of Work	Backup and storage and SAN storage requirement	Backup support, Database Management, Antivirus and windows updates is the responsibility of bidder/ISP. We don't require any SAN specifically, the ISP provided Disaster recovery services with a schedule of 24 hours backup procedure and Data recovery within <b>one hour</b> in case of any disaster is required.
26	5	H.	Price bid format	MS SQL Std/Ent/Workgroup/Web/MYSQL Enterprise data base	costing to be given under mandatory quote with licensing and the clause is removed from price bid format optional section.
27	1	Scope of work	-	Domain Name	One Domain name as desired by CPCB has to be provided by the bidder.
28	5	H	Price bid format		It has been revised as per discussions and the revised price bid sheet only is to be filled for commercials.

**H. PRICE BID FORMAT (REVISED AFTER PRE-BID MEETING ON 07.07.2011)**

**Central Pollution Control Board**

**Quotation for VPS for CAAQMS DATASERVER**

**QUOTATION FOR VIRTUAL PRIVATE SERVER**

<b>Item(s)</b>	<b>Duration</b>	<b>Taxes etc.</b>	<b>Inclusive price</b>
VPS Windows 2008/2003	1 Year		
VPS Storage (50 GB)	1 Year		
VPS RAM (6 MB)	1 Year		
Management Charges	1 Year		
MSSQL std	1 Year		
Installation Cost	----		
<b>Total Cost</b>			
Optional (Additional) Cost			
Control panel support for e.g. CPanel, Plesk	1 Year		

• Installation and Setup process time duration	<b>Not more than <u>Five Days</u></b>
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### Important Information and Dates

1	Tender Issue Date	28-06-2011
2	Last Date of Submission of Tenders	13-07-2011
3	Pre-Bid meeting	07-07-2011 at 2:30pm
4	Date of opening of tenders	Will be intimated
5	Venue	Central Pollution Control Board, 5ft Floor Committee Room, PCP Division, Parivesh Bhawan, East Arjun Nagar, Delhi-32
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 another Sealed Envelope c. Both Proposals in another Sealed Envelope
8	Bidding System	a. Technical Qualification b. Financial Qualification

## **Quotation for Virtual Private Server (VPS) Services**

**REQUIREMENT: Under CAAQMS Project B.H. VA Scheme No.5**

### **I. SCOPE OF WORK**

1. Dedicated Cloud Server and Complete System Isolation
2. Dedicated IP Address(01) – additional IP
3. Choice of OS (Windows 2008/2003 and Linux Cent OS)
4. Connect directly using SSH, Remote Desktop or Terminal Services
5. Full Root/Administrator Access over the entire Operating System
6. Install Custom Software
7. Advanced Multi-Processor Multi-Core Hardware and High performance SAN
8. Protected by Enterprise Firewall/Intrusion Prevention appliances and VLAN
9. 99.9% Uptime Guarantee SLA has to be maintained.
10. FREE 24x7x365 Online Support!
11. Preinstalled software and application
12. On demand memory and space up gradation
13. OS license cost included
14. MSSQL 2008 Express, Mysql community edition, Pgsq
15. MSSQL std/Ent/workgroup/web/MYSQL Enterprise database (optional with additional cost)
16. VM backup and Restore

### **II. TERMS & CONDITIONS**

#### **A. MODE OF PAYMENT :**

- Initial payment of first six months will be released in advance after successful installation and commissioning of system.
- Subsequent payment related to next six months will be released in advance, only after the services are certified by the concerned division stating that the services provided by the firm were satisfactory during the previous term.
- In case of yearly agreement:
  - Yearly renewal of the contract can be done, if agreed by CPCB and the firm will submit a request in this regard atleast one month before the expiry of the contract.
  - At any point of time, if observed that services are not upto the satisfactory level, the contract will be terminated by CPCB without any notice.
- At any point of time, if it is observed that excess payment has been released due to any reason whatsoever, excess payment shall be adjusted from the running bills of the firm.

**B. DELIVERY PERIOD & INSTALLATION:**

- The firm will have to deliver the VPS services within Five days of the issuance of final Supply/purchase order.

**C. 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 : At any point of time, if the duration of interrupted services exceeds 04 hours a penalty of ` 1000/- per incident will be levied 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 <99.9% the deviated percentage will have to be adjusted as additional time as free to CPCB by providing services.

**D. VPS SERVICE PROVIDER WILL BE REQUIRED TO SIGN SERVICE LEVEL AGREEMENT HAVING THE FOLLOWING CONDITIONS:**

- Installation, commissioning, configuring of the system will be provided by the firm.
- Maintenance support service (24x7) for VPS.
- System uptime : More than 99.9%
- Reports for performance, monitoring /usage may be submitted by the
- The Firm will be responsible for the comprehensive maintenance
- System should be capable of auto failover.

**E. SUBMISSION OF QUOTATION**

The Quotation should contain technical as well as financial Quotations.

Technical Quotation should be enclosed in a separate sealed cover super-scribing the words **“Quotation for VPS Services”**

Please note that Technical Quotation should not indicate prices

Financial Quotation should also be enclosed in a sealed cover super-scribing the words **Quotation for VPS Services.**

- (i) Financial Quotation should include total cost of the Quotation (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-BID format, so that the continuity may be maintained.

Please note that financial Quotation should only indicate prices.

Both of the sealed covers i.e. technical Quotation and financial Quotation should again be enclosed in a sealed cover super-scribing the words **Quotation for VPS Services.**

- (ii) The Quotation 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 - 13.07.2011.
- (iii) An authorized representative’s initials should be done on all pages of Quotation.
- (iv) Any Quotation received after the closing time for submission of Quotations shall not be entertained.
- (v) The Quotations must remain valid for 90 days at least after the submission date. CPCB will make its best efforts to decide on the Quotation within this period. If CPCB wishes to extend the validity period of the Quotations, the consultants who do not agree have the right to not to extend the validity of their Quotations.

#### ***F. INFORMATION TO THE FIRM***

- (i) The CPCB is not bound to accept any of the Quotations submitted.
- (ii) At any time before the submission of Quotations, 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 Quotations.
- (iii) Before submitting the Quotation, 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 'B', at Parivesh Bhawan, East Arjun Nagar, Shahdra, Delhi-32. Phone Nos. 22308902, 43102296 or 43102300.
- (iv) The Technical Quotation shall be evaluated by a committee on the basis of the following criteria:
  - (a) Specific experience of providing such services to Government organisations
  - (b) Service quality of helpdesk
  - (c) Firms certifications including ISO
  - (d) Response time
  - (e) Best SLA offered
  - (f) Any other as considered important by Committee
- (v) Evaluators of Technical Quotations shall not have access to the Financial Quotations until the technical evaluation is complete.
- (vi) Financial Quotations will be opened only for technically qualified firms. Financial Quotation of the firms, which do not qualify shall be returned unopened.
- (vi) In case of yearly 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 attached) within three days.
- (vii) The firm has to clearly indicate costs in the Price Bid sheet, so that, in case of change in quantity, cost calculation may be done.
- (viii) Financial Quotation- 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.



**G. ACCEPTANCE**

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

Name of the firm.....

Address.....

Signature and seal of the Firm

**H. PRICE BID FORMAT**

**Central Pollution Control Board**

**Quotation for VPS for CAAQMS DATASERVER**

**QUOTATION FOR VIRTUAL PRIVATE SERVER**

Item(s)	Duration	Taxes etc.	Inclusive price
VPS Windows 2003	1 Year		
VPS Storage (20 GB)	1 Year		
VPS RAM (3072 MB)	1 Year		
Management Charges	1 Year		
Installation Cost	----		
<b>Total Cost</b>			
Optional (Additional) Cost			
MSSQL std/Ent/workgroup/ web/ MYSQL Enterprise database	1Year		
Control panel support for eg. CPanel, Plesk	1 Year		

• Installation and Setup process time duration	<b>Not more than <u>Five Days</u></b>
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## **I. AGREEMENT**

An agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2011 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 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 obtain VPS services and to carry out this above said work amounting to Rs. \_\_\_\_\_ (.....Rupees 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.
- 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 work order and provide the services within Five days time from the date of issue of the final work order, or 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. The firm shall receive fees in the manner prescribed in the mode of payment (attached). 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.
- iii. 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.
- iv. 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.
- v. Dimensions/standards and units wherever referred shall conform to the Indian Regulations wherever obligatory and in all other cases the same will be as per prevailing practice. If however, the Board specifies the dimensions and units of the work then same shall be final and the firm undertakes to adopt the same and to carry out the work in accordance with the instructions issued by the Board.
- vi. 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 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:

“ 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 ”. 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 . \_\_\_\_\_