

NOTICE

**The Last date of submission of the Proposal is extended from
02.08.2013 to 19.08.2013 till 6:00 P.M.**

Issued on 01.08.2013

Invited Proposal
for
Annual Maintenance Contract (AMC)
of
Software Application on
“Continuous Ambient Air Quality Monitoring System (CAAQMS)
of Central Pollution Control Board, Delhi”



Prepared By:

IT Division

CENTRAL POLLUTION CONTROL BOARD

Parivesh Bhawan, East Arjun Nagar

Delhi -110032

Revision and Signoff Sheet

Change Record

Date	Author	Version	Change reference
21 st March 2013	Aditya	1.0	Initial draft for review/discussion
28 th March 2013	Aditya	2.0	Draft for review and approval
22 th April 2013	Aditya	3.0	Draft for approval
13 th July 2013	Aditya	4.0	Change with respect to publishing dates and current URLs as system shifted on VM

Reviewers

Name	Version approved	Position	Date
Sh. A Sudhakar	1.0	IT Division	22 nd March' 2013
Sh. A Sudhakar	2.0	IT Division	28 th March'2013
Sh. J.S.Kamyotra	3.0	MS	18 th April' 2013

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Tender Document No. : C-12013/27/2010-Tech Serial No. ...01....

1. Important Information and Dates

1	Cost of Tender Document	Rs. 100/- To collect Tender document, firm is required to submit DD in favour of Central Pollution Control Board, Delhi.
2	Tender Issue Date	13.07.2013
3	Last Date for Issuing Tenders	02.08.2013 * Extended up to 19.08.2013 6:00 pm
4	Last Date of Submission of Tenders	02.08.2013 6:00 pm Extended up to 19.08.2013 6:00 pm
5	Date of opening of tenders	20.08.2013 11:00am Tentative shall be confirmed
6	Venue	Central Pollution Control Board, 5th Floor Committee Room, IT Division, Parivesh Bhawan, East Arjun Nagar, Delhi-32
7	Date of Technical Presentations of the Action Plan (If required)	To be intimated separately
8	Proposal Submission System	a. Technical Proposals along with EMD in one sealed envelope b. Financial Proposals in another Sealed Envelope c. Both Proposals in another Sealed Envelope
9	Bidding System	a. Technical Qualification b. Financial Qualification

Note:

* The firms which could not collect the tender in stipulated time duration, may attach DD of Rs 100/- in favour of " Central Pollution Control Board Delhi" & submit the document on or before due date-

At the same time the firm is required to confirm their participation at email: aditya.cpcb@nic.in

2. Executive Summary

The proposal is to be submitted to **Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi - 110032** for Annual Maintenance Contract of three software Web Applications mentioned below:

- a. Web applications for mapping Air Pollution Levels in different cities.
(Link-<http://164.100.43.188/cpcb/mappage/frmindiamap.aspx>& new address <http://www.cpcb.gov.in/caaqm/mappage/frmindiamap.aspx>)
- b. Web Application to Display Demo for Movie and View /Search Air Pollution for different cities
(Link- <http://164.100.43.188/cpcbnew/movie.html>& New address <http://www.cpcb.gov.in/cpcbdelhi>)
- c. Web Application for checking Air Quality / Public Advisory
(Link- <http://164.100.43.188/cpcbpa/>& new address <http://www.cpcb.gov.in/cpcbpa>)

Any other information required may be obtained from Sh. A. Sudhakar, I/C IT Division asudhakar.cpcb@nic.in or from Sh. Aditya Sharma Sc.'C', Aditya.cpcb@nic.in 5th Floor, Parivesh Bhawan, East Arjun Nagar, Delhi 32.

This document provides the understanding requirements of CPCB and firm's approach and methodology for the support. The purpose of this document is to solicit a comprehensive financial proposal to **CPCB** and signing the agreement for the same.

3. Statement of Work

3.1 Existing System

Existing System

Central Pollution Control Board, State Pollution Control Boards, Pollution Control Committees and various other agencies are operating number of continuous ambient air quality monitoring stations in the country. Different systems are in operation and data from 35 locations is being received at central server on real time basis. Data at these locations gets generated on real time basis on different data loggers having SQL, Oracle or text formats.

1. The firm responsible for the work at present has developed plugins to pick up the data from different databases, conversion of data into text formats and then transfer of files into the database of CPCB server.
2. Three such kind of servers, where data from field locations is collected, are connected with this CAAQM software and data is being picked up on real time basis.
3. Master software is in operation at Server.
4. Data files are being picked up at 15 minutes' interval through FTP.
5. Data Transformation Services are configured for the integration of data.
6. Through web exhaustive search, the data is disseminated into the public.

Presumptions

- Development activity will be similar to the already existing functionality for new location.
- Data from any number of locations will be integrated into the existing application.
- Development platform for these applications will be ASP.Net, ASP and Sql Server Technology
- Any development further will be done through industry standards.

3.2 Scope of Work

The firm will be responsible for following:

A. Software Deliverables

1. Support

- a. For day to day operation of software.
- b. Configuring the server and client ends.
- c. Hosting at NIC server end.
- d. Collecting data from all the locations through server or through individual locations.
- e. For setting up plugins so that data communication is smooth. If any bug occurs, it has to be removed immediately.
- f. Setting up remote configuration from all the locations for maintaining system.
- g. Keeping server side software up to date.
- h. Patches of the OS of the server / desktops.
- i. Any up gradation of the infrastructure (h/w or s/w) like new server (blade server) deployment or clustering etc..
- j. Tackling issues occurring at server side during operation and introduction of new technologies.
- k. Migration of data in case required over new versions of software.
- l. Daily backup and storage of data at CPCB.
- m. Support for any cyber security audit, if required for new web pages developed.
- n. Providing performance report on monthly basis.
- o. Improving performance of system to achieve optimum output from the system over Internet.
- p. Suggesting CPCB for best technologies available for the purpose time to time and to keep the system updated with the pace of technological changes.
- q. Assistance cum training to CPCB officials telephonically or by taking remote of machines.

2. Data Availability

- a. 95% data availability on real time basis is required to be maintained in the system, if the connectivity in between station and central server is continuous.
- b. Communication with respective agencies involved in the monitoring and getting the connectivity issues resolved.

3. Integration of New Stations

Installation of new stations and new servers is a continuous process. Different make instruments get installed at different locations in the country and similarly different firms place their servers at CPCB where data from these locations is made available. Sometime only stations are installed but no server is kept. In all such situations, the firm has to integrate data from these stations into the CAAQM system. There are servers already located in CPCB having continuous ambient air quality / water quality/ noise quality etc. Data transmission from different locations in the country is being done.

The data formats at each server are different, however all the locations connected to a server, have the same data format. Similarly data formats of different stations may be same

or different depending upon the supplier. If supplier is same then data format will be same otherwise these will be different. The number of Principle Instrument suppliers are limited approximately 8-10, the data formats differing may be a maximum of 10. The firm is required to integrate about 200 stations into the system in the next one year.

The integration would mean developing a plugin to capture the data from existing servers at CPCB and integrate data into database and display at specific longitude and latitude. The process will be continued through-out the year. Mostly integration of new station into the system is done through servers kept by different firms in the premises of CPCB. But, in case of requirement, the firm representative may be asked to connect data from different locations in the country.

4. Deployment of system over dynamic Maps

- a. Presently static maps are used to depict the stations data. Now, the whole system has to be depicted over dynamic maps and stations have to be shown with actual latitude and longitude. The firm has to prepare different data layers. It is anticipated that ten layers of information of the available data will be required.
- b. Presently used templates show tabular format for the selection of station have to be removed.

5. New Pages Development

- a. Since the system is still evolving there are requirements all the time to develop output in different formats. Hence, development of such ten web pages for one year are in the scope of work.
- b. The layered locations displayed through dynamic maps should be selectable on area selection method (clicking on four different co-ordinates on the displayed map and the number of stations falling within this selected area data is displayed for specific layer) and desired layer data should be simultaneously shown. For example, if parameter layer is explored then latest values in the selected area should be displayed by default and procedure has to be developed so that this selection is used in search to display graphical one day data immediately in a different window which can be scrolled backward and forward to display data of other days for comparison which may also be customised for time domain, etc.

B. Manpower Deliverables

- a. A dot net qualified programmer having at-least two years of experience on Dotnet technology. Programmer should be capable to operate and create new pages in the system as per requirements of CPCB from time to time.
- b. If required, the deputed programmer should have assistance of firm's team to complete any given task in a time bound manner for which a written communication will have to be provided in the beginning of any specific task.
- c. *Programmer will attend the CPCB office for at-least two working days a week (**with prior information**) and for the rest of time may come to CPCB or may provide its services from the firm's office. In absence of programmer assigned, other official of same calibre should be made available for the work.*
- d. Programmer has to check the data availability on daily basis and has to inform through mail about issues. Weekly report has to be submitted by Programmer.
- e. The programmer should be available through-out the day over phone also.
- f. Programmer should co-ordinate with various agencies regularly for data transmission issues in consultation with IT Division.

- g. Mostly the work will be done through remote mechanism. In case of requirement of visits at remote locations, the firm will provide the manpower at no extra cost **limiting to maximum FIVE** such visits in a financial year.
- h. If any new site integration requires a site visit the deputed programmer in CPCB will have to visit and programmer's travelling cost as mentioned above will be borne by CPCB.
- i. Each station connectivity establishment should be done within maximum **TWO** such visits of software engineer/programmer of the firm.
- j. To and fro IInd AC railways fare will be provided by the CPCB.
- k. In case of visit by Programmer for integration of any station into network specifically, only for Lodging and Boarding purpose it will be treated at par as of Scientist 'B' with Payband-3 of 15600-39100/- and Grade Pay of Rs. 5400/- level in CPCB and reimbursement shall be made on production of actual tickets. Travelling/lodging and Boarding has to be done as per Government of India directives and with prior approval of Competent Authority, CPCB.
- l. The firm is free to send their representative via air in such case the fare will be restricted to IInd AC railway fare or whichever is less.

3.3 CPCB Deliverables

- a. Working space to the Programmer.
- b. Software code as on date updated.
- c. Hardware/servers for the operation of the system (currently the system is in operation over rack servers G5 of HP make)
- d. AMC of Servers/hardware involved.
- e. Broadband/ datacards at different sites.
- f. Software required for server installation
- g. Access to IT Division during working hours.
- h. Remote access of database/application.

3.4 Penalty:

a. Non-availability of Programmer:

*Non availability of programmer on any given day will attract a penalty of **rupees five hundred (Rs. 500/-) per day** and if absence continues continuously for more than **05 (five) working days** at any point of time CPCB shall have the right to terminate the contract and shall have the right to impose cumulative penalty of number of days of absence of programmer as above.*

The CPCB has the right to deduct penalty from the running bills of the firm.

b. Non availability of data:

*(i) At any given remote station, programmed channels data is available and-if connectivity in between station computer at remote location and server at CPCB/NIC exists **but data is either not displayed or delayed by more than four hours at Server side web software**, then penalty calculation will be:*

*Penalty amount in Rupees = Number of channels (data not displayed or delayed by more than 04 hours) * Rs. 50 (fifty rupees only)*

While minimum penalty amount at any point of time will be minimum Rupees five hundred (Rs. 500/-) only. Penalty under non availability of data shall be limiting to maximum twice a week.

(ii) Non availability of data on real time basis at any point of time between 9:00 am to 7:00 pm everyday including holidays, because of work not done by the programmer, shall attract penalty. The CPCB has the right to deduct penalty from the running bills of the firm.

c. Breakdown of system

i) In case the system breaks down and software has stopped functioning (i.e. no output available on web site marked for the system) the same should be made functional within **maximum 8 (eight) hours of time**(for which no separate communication will be made from CPCB side) else penalty of Rs. 1000/- everyday (number of working days) will be levied on the firm and the Board shall have the right to deduct the same from the running bills of the firm.

ii) In case the system throws error messages on website and data is not displayed or wrong data are displayed on web site marked for the system, the same should be corrected within **four hours time (04 hrs.)** (for which separate communication shall be made by CPCB with error message's snapshots) else penalty of Rs. 100/- (One hundred rupees only) per error message shall be imposed on per day basis.

d. Development of New pages and inclusion of new stations

i) Work assigned for new pages development or inclusion of new stations into the software will also attract penalty of Rs. 200/- per day separately, if not completed in time frame mutually agreed in writing in between CPCB and the firm.

e. Maximum Penalty applicable:

The total penalties amount inclusive of all penalties shall not be more than 40% of the yearly contract value. If penalties amount happens to be more than 40% of yearly contract value, then CPCB shall have the right to terminate the contract and shall deduct the maximum of 40% amount of yearly contract value and release the balance payment to the firm.

3.5 Mode of Payments

(i) Cost of the AMC should be clearly mentioned by the firm. The Cost should be inclusive of all taxes etc. However, taxes should be clearly mentioned in the financial proposal submitted by the firm to CPCB.

(ii) On the submission of quarterly bills in triplicate, payments shall be released subjected to verification from IT Division.

(iii) In case of any outstation work assigned, the tour proposal and plan will require prior approval of CPCB and the tour programme expenses will be calculated as per AMC contract conditions mentioned under manpower deliverables. Travel expenses, shall be borne by CPCB as per mentioned terms and conditions mentioned under clause Scope of Work sub clause Manpower Deliverables only.

3.6 Exclusions

- a. Up-gradation of the infrastructure like hardware required for the operation of software, for which firm will provide proper justification with logical support.
- b. Failures and consequent data loss arised due to external factors.

4 Communication Methodology

Communication / Escalation Matrix for firm's Support Team: Level	Designation	Name	Email id	Contact no.
Complaint Registration	Support Desk	Firm's Desk		
<i>New web pages development / New Stations inclusion work</i>	<i>CPCB will organise meeting at CPCB to be attended by firms senior members and decisions are abiding to the firm in writing</i>			
Level 1	Team Lead			
Level 2	Project Manager			
Level 3	Sr. Manager if any			

The CPCB shall communicate issues over email and the firm is responsible to respond within three hours on any working day.

5 Terms and Conditions

A. Technical Terms and Conditions

- a. The server of system may be placed at CPCB or at NIC CGO Complex or at NISCI Laxmi Nagar Data Centre or at NISCI Shastri Park Data Centre, firm shall be responsible to provide software support.
- b. Efforts have to be made by the firm to get the continuous data in the system.
- c. Responsibility lies with the firm for data availability and necessary co-ordination has to be made by the firm.
- d. The firm will diagnose the problem with reference to the incident registered through email except the data availability.
- e. In case of any bug / error in the existing functionalities the firm will provide resolution.
- f. The support Team should define the time required to resolve the incident & communicate the same to the contact person of **CPCB** through email.
- g. Once the incident is resolved an email statement for the same would be initiated by the firm & the incident be considered closed after acknowledged by **CPCB**.
- h. In case **CPCB** does not acknowledge within 2 working days then the incident would be considered as closed.
- i. In case of new functionality requirement, it should be communicated in writing through mail and the firm shall respond within two working days along with the roadmap of time estimate.
- j. There will be no additional Change Request management.
- k. The contract may be terminated any time, if CPCB desires to do so without assigning any reason with 15 days' notice to the firm in writing.
- l. The contract can be renewed only upon written request by the firm to continue the contract on mutually agreed terms and conditions in future.
- m. The firm will sign the standard agreement comprising this AMC Contract document.
- n. The decision of Chairman, Central Board will be final and binding on both the parties.

B. Other Terms and Conditions

- a. The contract period will be for three years from the date of agreement signing.
- b. The quoted rates should be applicable for next three years.
- c. The rates quoted shall not change for the AMC duration of next three years.
- d. CPCB shall award the complete work to the lowest quotee on total value basis.
- e. The firm should quote in all works listed in the commercial document, otherwise bid will be disqualified and the next best technically qualified scorer will be given the chance.
- f. *There will be a team formed at CPCB to crosscheck the data availability, assessing the performance of the firm. This team will cross verify the data availability, new work assignment progress and any other related issue and shall communicate to the firm in writing. This team will also calculate the penalty as per mentioned clauses and recommend the amount of penalties considering all related issues of the software and other station related issues. The firm shall communicate with the team and should clarify each issue time to time.*
- g. *If there is no running bill pending the firm is liable to return the penalty amount levied by CPCB on the firm as per penalty clauses of this document within 15 days time after the issue of the letter by CPCB to the firm else the CPCB shall have the right to take legal action against the firm.*

6 Eligibility Criteria and Selection Criteria

A. Eligibility Criteria

The software consultants/firms should fulfil the following criteria and submit the related documents:

- a. Must be in operation from last five years with software development skills. Firm must be registered and a copy of the registration document must be attached with the proposal.
- b. Firm should not have been blacklisted by any Government Agency. Self declaration should be attached.
- c. Firm should provide the customer list containing at-least two clients in Govt. Sector. The name, address, telephone of officials concerned, work award letter showing details (date of award, cost of project, project completion details, work details highlighted as desired only).
- d. Firm should have a valid SEI-CMM level 3 certificate for software development/IT enabled services.
- e. Firm should have at least 05 (five) software professionals engaged in various software development activities. Mention names, address, mobile nos., designation and pay package and serving period in the firm.
- f. Firm should have turnover of at-least 25 Lakhs each year over the last three financial years (2010-11, 2011-12, & 2012-13) from software consultancy, software development and Annual Maintenance contract of software. Balance sheets attested for each year specifically highlighting the related work revenue details for all three years.
- g. The firm should also have executed at least five AMC of similar nature in last three years worth Rupees 1,25,000/-each and above & should submit the copy of order, completion certificates, details of project, name of the organisation, name of the officials concerned, mobile numbers, total cost involved for specific purpose (software consultancy, software development and Annual Maintenance contract of software) only.
- h. The consultant must have its main branch office in Delhi or NCR region. A document to this effect should be enclosed.
- i. The bid of firms not providing details clearly and not submitting all the documents mentioned above will be considered as non responsive and firm shall be disqualified.

B. Selection Criteria

The software consultants/firm selection criteria is as follows:

- a. The firm has to qualify in mentioned eligibility criteria.
- b. On qualifying minimum eligibility criteria, firm has to demonstrate the technical skills through presentation at CPCB.
- c. On qualifying in both, eligibility criteria and presentation made by firm, the highest scoring technically qualified and best presenter **SIX FIRM'S** submitted commercial proposals will be opened and the lowest quotee among those six firms shall be awarded the work.
- d. On receipt of work award letter, firm has to submit the Agreement copy along-with Bank Guarantee of **10% (Ten percent) of total contract value** (Final Offer) mentioned by the firm in **Commercial proposal** submitted to CPC, B within 07 days time.
- e. If lowest bidder fails to submit the same within stipulated time, the bid of the lowest bidder will be considered as non responsive.

7.0 Commercial Proposal

Annual Maintenance Contract of Continuous Ambient Air Quality Monitoring Software of CPCB	AMC Cost including taxes (INR)	Tax Details (INR)
a) AMC of existing system.		
b) Integration of new stations.		
c) New-pages development.		
d) Deployment on dynamic map		
Final Offer (a+b+c+d)		

Tax rates shall be governed as per Govt. of India rules.

Signature and Seal of Representative of the firm

8.0 Agreement

Agreement below is to be submitted by the Consultant after issue of letter of Intent by CPCB within 07(Seven) day's time.

AGREEMENT

An agreement is made on the _____ day of _____ 2010 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 has decided to operate the software related to continuous ambient air quality for which an Annual Maintenance Contract is to be carried out amounting to Rs. _____
_____(.....Rupees only).

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

AND WHEREAS the consultants 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 consultant 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 consultant means M/s _____
_____.

2. OBLIGATIONS OF BOTH THE PARTIES

- i. The consultant 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 consultant further undertakes to give full co-operation to the Board in this regard.
- ii. The Board shall have the right to depute its representative to work with the consultant and at all times such representative shall have access to the premises where and whenever the work is in progress. The consultant shall provide all facilities to the representative of the Board for inspection and/or assessment of work.
- iii. The consultant 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 consultant 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.
- iv. 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.
- v. 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.
- vi. 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 consultant undertakes to adopt the same and to carry out the work in accordance with the instructions issued by the Board.
- vii. The consultants 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 consultant, shall be so concluded on the sole and full responsibility of the consultant. The fact of sub-contracting shall not absolve the consultant from his/her obligations and responsibilities under this agreement.
- viii. Subject to the provisions of this agreement the consultant 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 consultant 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 fulfilment of the conditions of this agreement.

3. SECRECY AND COPYRIGHT

- i. The consultant 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 effected or caused to be effected by the consultant without the consent of the Board in writing. All the information and data received or collected by the consultant 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 consultant for the completion of the work under this contract provided the Board is satisfied with the reasons for the extension stated by the consultant in his application in writing made to the Board, such extension stated would not entitle the consultant 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 consultants.
- iii. In the event of termination of the agreement as provided herein, the consultant shall cease all further work and shall deliver to the Board all data, details, plans, specifications and other documents prepared or information collected upto the date of notice of treatment received thereof.
- iv. In the event of termination of the agreement as provided herein, the Board shall reimburse to the consultant a part of fees proportionate to the work carried out pursuant to this agreement upto the date of notice of termination.
- v. The consultant 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 consultant.
- vii. In case of such termination by the Board, if any payment in excess has been paid to the consultant, the consultant hereby undertakes and agrees to repay the excess payment within 15 days of the termination of the contract.

5. INDEMINITY

- i. The consultant 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 the work carried out by the consultant 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 consultant in the event of any breach committed by the consultant 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 re-enactment 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:

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Member Secretary

For: Central Pollution Control Board

“Parivesh Bhawan”, East Arjun Nagar,

Delhi-110 032

2. Witness:

For M/s . _____

9.0 Submission of Proposals

The proposal should contain technical as well as financial proposals.

- (i) Technical proposals should be enclosed in a separate sealed cover super scribing the words **“Technical Proposal for AMC of Software Application on “CAAQMS of CPCB Delhi”**.
- (ii) Technical proposal should include brief profile of the company, year of establishment ; organizational structure; list of relevant projects carried out in last two years along-with names of clients; CVs of the persons to be involved in this project; description of methodology and work plan for performing the assignments on the TOR; time frame for the completion of the assignment; and any other information.

Please note that Technical proposal should not indicate prices

- (iii) Financial proposals should also be enclosed in a sealed cover super scribing the words **“Financial Proposal for AMC of Software Application on “CAAQMS of CPCB Delhi”**.
- (iv) Financial proposal should include total cost of the proposal (including all taxes)

Please note that financial proposal should only indicate prices.

- (v) 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 AMC of Software Application on “CAAQMS of CPCB Delhi”**.
- (vi) The proposal should be submitted to the “Member Secretary” Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Shahdra Delhi-32 latest by 6:00 pm on May15, 2013 and shall be dropped in the drop box kept at the gate of the CPCB office designated for the purpose.
- (vii) An authorized representative of the Consultant initials all pages of the proposals.
- (viii) Any proposal received after the closing time for submission of proposals shall not be entertained.
- (ix) The proposals must remain valid for 60 days at least after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. 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.
- (x) An Earnest Money Deposit of Rs. 5000/- (Five thousand Rupees) (should be deposited) in the form of demand draft in the name of “Central Pollution Control Board, Delhi”, should be enclosed along-with the proposal

(Please do not keep the draft in the envelope containing financial proposals).