

**Central Pollution Control Board
Zonal Office (North)
PICUP Bhawan, Gomti Nagar,
Lucknow - 226010**

ZOL/Admn/77/

June 23, 2016

NOTICE INVITING TENDER

The Incharge, Central Pollution Control Board, Zonal Office, Lucknow (also referred as 'the office') invites sealed tenders from reputed firms/agencies for the following work:-

1. The work details are as below:

Name of Work	: - Annual Comprehensive Maintenance Contract of Computers, Printers, Laptop, Scanners in Central Pollution Control Board, Zonal Office (North), PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow (Uttar Pradesh)
E.M.D Amount	: - Rs.3,000 (Rupees Three Thousand Only)
Last date of receipt of tender	: - 22.07.2016 up to 1.30 p.m.
Date of tender opening	: - 22.07.2016 at 3:00 p.m.

2. The intending tenderer should fulfill the following requirements:-

- (i) The firm should have the requisite past experience of doing similar kind of work i.e. AMC /CAMC in reputed organizations and should furnish necessary documentary proof of executing the work satisfactorily.
- (ii) The intending firm should have its office at Lucknow.
- (iii) The firm should have valid Income Tax registration certificate, Service Tax registration certificate & Sale Tax registration certificate as well as clearance certificates.

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 from the office of In-charge, Central Pollution Control Board, Zonal Office (North), PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow (Uttar Pradesh) during working hours 28.06.2016 to 22.07.2016 till 11.00 on all working days. The tender document can also be downloaded free of cost from CPCB website www.cpcb.nic.in


(P.K.Mishra)
Zonal Officer

CPCB, Zonal Office, Lucknow

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
OF COMPUTERS, PRINTERS AND SCANNERS INSTALLED
AT CPCB, ZONAL OFFICE, LUCKNOW**

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.

The Board, through its northern zonal office at Lucknow, coordinates pollution control, inspection and enforcement related activities in the entire north zone covering the states of UP, Uttarakhand, Haryana, Punjab, Himachal Pradesh, J&K and U.T. of Chandigarh. In pursuance of its objective and to carry out the desired functions, it is essential that all the relevant gadgets/equipments remain in working condition. In order to its effective implementation, the Board has decided to award Comprehensive Maintenance of Computers, Printers, Laptops and Scanners to carry out the above said work.

2. OBJECTIVE

The objective of the project is to have a systematic comprehensive maintenance contract at Central Pollution Control Board, Zonal Office (North), PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.) for maintenance of Computers, Laptops, Printers and Scanners, so as to ensure minimum down time of system.

3. SCOPE OF WORK

To take Comprehensive Maintenance Contract of computers, laptops, printers and scanners of Central Pollution Control Board, Zonal Office, Lucknow.

3.1 Location

The machines are located in the ground and first floor of PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow (UP).

3.2 List of Machines to be covered under CAMC:

The tender is aimed at providing services to those machines which are not covered under any warranty. Apart from this, the networking related problems (excluding hardware) would also be

covered under the tender. The machines (computers/ printers/laptops/ scanners) which are intended to be covered under this tender are mentioned below:

List of Computers/ Laptops/ Printers/ Scanners to be covered under CAMC

S. No.	Description	Nos.
Desktop PCs		
01	HP Pro 3090 Micro Tower PC Intel Core 2 Duo @ 2.93 GHz, 2 GB RAM, 150 GB HDD Windows 7 Professional (32 Bit), LCD/ TFT Monitor S.No. INA0100PJ8, INA0100QD7, INA0100P6C, INA0100P78	4
02	Hp Compaq DX 6120 MT Intel P4 @ 3 GHz , Windows XP Professional, LCD/ TAFT/ CRT Monitors 1 GB RAM, 80 GB HDD @ 2 Nos. 1.24 GB RAM, 80 GB HDD @ 3 Nos. S.No. INI615068Z, INI615069L, INI615067P,	3
03	HP Compaq 8100 Elite CMT PC Intel Core i3 @ 3.2 GHz, 2 GB RAM, 320 GB HDD Windows 7 Professional, LCD/ TFT Monitor S.No. INA050PYZW	1
04	HP Pavilion i3 SI No. INA247RSV6, INA050PYX7, INA050PYW5, 4CE1182NOM, 4CE1200XL1, INA139VK86	6
05	Hp Pavilion i5 SI. No. INA303VJDB, INA303VJCC	2
06	HP PRO INA2505XD9, INA2505X56, INA100P8R	3
07	HP i7 SL No. INA515TB6H, INA532ZMXN	2
Total Desktop PCs		21
Printers		
01	HP Laser Jet 1007	08
02	HP Laser Jet 6L-Pro	02
03	HP LaserJet printer 3015	02
04	HP Color LaserJet CP1025	01
05	HP Color LaserJet CP1515n	01
06	HP Desk Jet 640 C	01
07	HP LaserJet 1020 plus	01
08	HP Laser Jet 1505	01
09	HP LaserJet 1150	01
10	HP LaserJet 1108	02
11	HP LaserJet 1106	01
Total Printers		21
Laptops		
01	HP Model - G-6-2105 TX, Core i3 (3110M), 4 GB RAM, 500 GB HDD, Windows 7 Basic S.No. – 1) 5CD2195QLZ, 2) 5CD2195Q8J	02
02	Model – HP Pavilion dv6, Core i7 (2630) @ 2.00 GHz, Windows 7 Home Premium (64 Bit), 4 GB RAM, 500 GB HDD, Windows 7 Basic, S.No. P07910469	01
Total Laptops		03

Scanners		
01.	HP Scan Jet G2410	03
02	Canon Scan LiDE 110	03
Total Scanners		06

3.3 Maintenance Services would cover the following:-

- a) Reloading of Operating System (OS) and Software (like MS-OFFICE & Antivirus etc.) as and when required. The software shall be provided by the user.
- b) Installation of Drivers, as and when required, for all machines.
- c) Preparation of preventive maintenance schedule and its implementation at a frequency of at least four times in a year, other than breakdown maintenance calls along with management of memory usage of computer.
- d) Preparation of Status report of operational computers on half-yearly basis indicating the hardware improvements required for the system and validity of various software installed with a view of preventive maintenance.
- e) Assist in works being undertaken in the office like Wi-Fi networking, Server setup, implementing/ modifying the existing LAN setup and networking troubleshoot.
- f) Replacement of parts, which shall become obsolete with a better alternative or higher version without additional cost with the permission of In-charge, Zonal Office (North), CPCB
- g) The firm has to provide at least one Engineer having requisite qualification like Diploma in Computer Hardware & Networking and at least 3 years of experience in computer hardware maintenance and networking.
- h) The firm has to provide the following items **as backup** in case of breakdown at Central Pollution Control Board, Zonal Office, Lucknow so that the normal working at the office is not hampered. The firm has to sign an undertaking in this regard. The item wise list is mentioned below:

S. No.	Name of the Item	Quantity
1	Complete CPU (Intel i3, RAM-1GB, HDD-160 GB, N/B Support ID & SATA HDD)	1 Numbers (New)
2	DVD Writer 52X Combo Drive	1 Numbers (New)
3	Keyboards 106 Keys	1 Number (New)
4	Mouse Optical	1 Number (New)
5	Color Monitor 1024*768 resolution	1 Number (New)
6	Ethernet Cards PCI	1 Number (New)
8	PEN Drive – 8GB	2 Numbers
9	Laser jet Printer HP1100 or higher models	1 Numbers (New)
10.	Scanner	01

3.4 Call Record Maintenance

The firm would maintain proper record of calls attended in CPCB either in the form of a register or service report format and get the same counter signed from the User/ Coordinator, Information management. The firm has to submit the same along with bills on quarterly basis.

4. Specific Conditions

- i. CAMC shall also cover damages due to following:
 1. Rat bytes
 2. Burn out of parts
- ii. CAMC shall cover maintenance of Computers, Printers, Laptop & Scanners as a whole except Printer Ribbons, Printer Cartridges & Toners for LaserJet, Desk Jet.
- iii. The CAMC cost is inclusive of cost of spare parts required for maintenance of all Computers, Printers and Scanners, as listed above. The spare parts should be of the same make, as far as possible. The spare parts should be original and its genuinely has to be ascertained before installation to Incharge, Zonal Office (North), CPCB, Lucknow/ Co-ordinator, Information Management.
- iv. The firm should maintain the inventory of items compatible with machines installed in the office, so that work may get least hampered during breakdown.
- v. CAMC cost is inclusive of Data Recovery from HDD in cases like Accidental format, Deleted Files, FDISK, Virus Problem, Damaged Boot Sector, Missing FAT or partition cases.
- vi. CAMC excludes data recovery from HDD in three special cases physical damages due to (i) Track Failure (ii) Head crash and (iii) Fire Damages only. These cases have to be brought to the notice of Incharge, Zonal Office (North), CPCB, Lucknow / Coordinator, Information Management for ascertaining the exact cause of damage.
- vii. Obsolete parts have to be replaced with parts available in the market of either same or higher specifications.

4.1 General

- i. In case of dispute, the decision of Chairman Central Board shall be final and binding on both the parties.
- ii. At any point of time contract may be terminated without assigning any reason thereof
- iii. The compliance to all the terms & conditions should be done.
- 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 machines, if so,

the firm has to repair the machine at its own cost.

- vi. The supplier shall not assign or sublet any portion of the work except with written consent of the office, failing which CPCB may terminate the contract, whereupon the performance guarantee / security deposit shall be forfeited and at absolute disposal of CPCB.
- vii. All tools, accessories, hardware, terminal, connector, multimeter 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 or not.
- viii. Any damage to the machines due to natural calamities such as earthquake, fires etc. may not be covered under CAMC.
- ix. If the information provided by the firm is found to be wrong 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. CPCB reserve the right to up-grade any of its machines from any vendor. The payment of Comprehensive Maintenance Contract of the machines shall be as per specification like intel i3/i5, P-III or P-IV machine. If the specifications shift towards higher then payment for higher specification machine shall be paid (It should be informed in advance by the firm). Any other device within machine, if upgraded shall come under Comprehensive Maintenance Contract, as and when its warranty is over, in lieu of other device. For example if CD ROM is replaced with a new CD R/W then new CD R/W shall come under Comprehensive Maintenance Contract as and when its Warranty period is over in lieu of Comprehensive Maintenance Contract of old CD ROM. If there is any specific device, which cannot be covered under normal replacement then, it should be informed in advance by the firm.
- xi. CPCB may increase or decrease the number of computers (having similar type of configuration) to be covered under AMC and necessary charges would be paid to the service provider as per actuals.
- xii. After completion of CAMC period or after termination of contract, the firm (presently holding CAMC) is responsible to handover all the machines in working condition, which were under CMC with the firm, unless it was communicated/mutually agreed earlier. Otherwise CPCB reserves the right to get faulty machines repaired by any other firm at the cost of CAMC firm.
- xiii. The payment shall have to be paid by the firm (holding CAMC before handover) for which CPCB shall adjust 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.

5. TYPE OF CONTRACT

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

6. MODE OF SUBMISSION OF TENDER

- I. The tender shall be submitted in two separate sealed covers, duly completed in all respects viz, one for "earnest money" and 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 Computers, printers, scanners at Central Pollution Control Board, Zonal Office, Lucknow" shall be clearly written on top of the sealed cover.

- II. The technical bid shall be complete in following:
 - a) Complete tender document as collected from CPCB or downloaded from CPCB website should be duly signed (each page) for acceptance of all terms and conditions.
 - b) Deviation, if any, from terms and conditions should be clearly mentioned.
 - c) Backup Inventory of items (as desired at 3.3 (h)) may be clearly stated along with their make.
 - d) Index page with the list of annexure and page no. should be clearly mentioned. The annexure should be flagged properly.
 - e) List of Engineers employed with contact no. (Diploma in Computer Hardware & Networking and at least 3 years of experience in computer hardware maintenance and networking in company) along-with their CVs.
 - f) Undertaking of the any as the firm should not be blacklisted from any organization.
 - g) Preventive maintenance schedule may be enclosed.
 - h) The tenderer shall also submit a list along with his tender, in respect of items mentioning names of manufacturers of items and their item-wise cost as on date which he proposes to use in the work if his tender is accepted. Incomplete information may not be considered and it will be technically disqualified.
 - i) Technical proposal should include brief profile of the company; year of establishment; organizational structure; list of relevant works carried out in last three years along-with names of clients; Description of methodology and work plan for performing the AMC/CMC work;
 - j) The tenderer should also quote data recovery cost separately from a crashed Hard Disk as and when situation arises.
 - k) Any other relevant information
 - l) The **price bid sheet** 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.

m) Sealed tenders should be addressed to:

**The Incharge
Zonal Office (North)
Central Pollution Control Board
PICUP Bhawan, Vibhuti Khand
Gomti Nagar, Lucknow – 226010
Uttar Pradesh**

- n) The tender shall be submitted or sent by post in sealed envelopes on or before 22.07.2016 till 1.30 p.m. at CPCB, Zonal Office (North), PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow. No tender will be received after 1.30 p.m. on above mentioned date under any circumstances. The tenders would be opened on 22.07.2016 at 3.00 P.M.
- o) Any tender, with any of the above documents not signed will be rejected.
- p) 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.
- q) 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 document is missing, or unsigned. the tender will be considered invalid
- r) 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.
- s) No advice of any change in rate or conditions after opening of the tender will be entertained.
- t) Intending tenderers shall pay as earnest money a sum of 3,000/- (Three thousand only) by bank draft of a scheduled bank drawn in favor of Central Pollution Control Board, Lucknow with a validity of six months after the date of issue of this tender. Any Tender which is not accompanied by earnest money will not be considered. The earnest money will be returned to the tenderer, if his tender is not accepted but without any interest.
- u) Technical bid of only those contractors will be opened, who submit the earnest money in the prescribed manner.
- v) The EMD of un-successful bidders shall be released but without any interest.
- w) The CPCB does not bind itself to accept the lowest or any tender, and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
- x) The successful bidder has to submit **Performance Security** equivalent to 10% of the contract amount valid for **THREE YEARS** 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.
- y) 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.

- z) 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 quarter payment of CAMC.

7. PERFORMANCE SECURITY as Bank Guarantee of 10% of total contract value:-

- i) If deposited by the successful bidder in the form of FD/BG shall be returned at the successful end of the contract period or after premature termination of contract excluding damages claimed by the office, if any.
- ii) If deposited by the successful bidder in the form of DD, will be paid at the successful end of the contract period or after premature termination of contract excluding damages claimed by the office, if any.

8. PRICES

Prices quoted shall be firm.

9. BREAK UP OF PRICES

- I. The tenderer shall indicate the breakup of the lump sum price for items as given in the enclosed price bid sheet.
- II. The total number of machines may increase or decrease subject to actual requirement at the time of issuing work order. There are few machines which are under warranty, In future, as and when the warranty of these machines is over, systems will come under CAMC as per approved rates for which intimation by the office will be communicated to the firm. The number of machines found in working condition (shall be inspected jointly by firm and CPCB, officials) on the date of taking over by the firm, which shall be covered under AMC and exact CAMC cost calculation shall be based on those actual numbers.
- III. The systems which are covered under warranty require software support only and hence, the firm may indicate the applicable software support rates in the tender.
- IV. The CAMC 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 competent authority, for which the firm has to request for continuation of contract in advance.
- V. The continuation of the contract every year is subjected to satisfactory performance communicated from all users/ sectional heads and permission from competent authority for the contract continuation.
- VI. The office reserve the right to issue a letter of award for one year or for three years depending upon the decision taken by the competent authority.

- VII. Unit price basis quotation for One Year and three years CAMC should be submitted. The rates should be clearly mentioned for Individual items CAMC Cost separately in figures and in words. Total amount should also be clearly mentioned, summing up all break ups. There should be no typographical error in the final quote. 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.
- VIII. The CAMC cost should be inclusive of cost of spare parts. The spare parts should be of the same make as far as possible. If replacement is done the faulty parts shall become the property of CPCB and have to be deposited with the office. The replacement of parts has to be verified by the by Incharge, Zonal Office (North), CPCB, Lucknow / Coordinator, Information Management.
- IX. Except the consumables like toner/ printer cartridge/ printer ribbons; everything else has to be covered in CAMC in any conditions/situation.
- X. Any damage to the machines due to Natural calamities Earthquake, Fires etc., may not be covered under CAMC cost calculation

10. TAXES AND DUTIES

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.

11. VALIDITY

Tender shall be valid for acceptance for a period of 90 days from the last date of receiving them.

12. 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 and records of the calls attended by the firm (mentioned in section 3.4).

13. PENALTY

- a. Failure to rectify a down system or providing back-up (Computer, Laptop, Printer & Scanner) for more than two working days (after logging the complaint) for any reason like non availability of spares/back-up system, non-availability of Maintenance Engineer will be taken seriously and shall attract penalty of Rs.1000/- 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.
- b. Failure of attending the complaint by the service engineer within 04 hours of logging of complaint will be taken seriously and shall attract penalty of Rs.100/- per hour after 04

hours from the time of lodging the complaint. This amount shall be deducted from the running payment without any notice to the firm.

- c. CPCB, Zonal Office, Lucknow may increase or decrease number of machines in CAMC at any point of time.

14. 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 (Incharge, ZOL), Ministry of Environment Forests & Climate Change, 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 only) and above, the arbitrator shall give reasons for award.

Subject as aforesaid, the provision of the Arbitration & conciliation Act, 1996 or any other statutory modification or re-enactment thereof and the rules made there under and for the time being 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 invokes the arbitration proceedings shall bear the expense to be paid as fee/remuneration to the Arbitrator.

In case of any legal dispute, the subject would be covered under jurisdiction of Lucknow 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 within 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.


23/06/16
(P.K.Mishra)
Zonal Officer
CPCB, Zonal Office, Lucknow

**PRICE BID FOR CAMC OF COMPUTERS, PRINTERS & SCANNERS
AT CPCB, ZONAL OFFICE, LUCKNOW**

S. No.	Description	Nos.
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05	HP Color LaserJet CP1515n	01
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Total Laptops		03
Scanners		
01.	HP Scan Jet G2410	03
02	Canon Scan LiDE 110	03
Total Scanners		06

SUMMARY OF PRICE BID FOR CAMC OF COMPUTERS, LAPTOPS, PRINTERS & SCANNERS
AT CPCB, ZONAL OFFICE, LUCKNOW

S. No.	Description	Nos.	Total Cost	Amount in words
01	Desktop PCs	21		
02	Printers	21		
03	Laptops	03		
04	Scanners	06		
Annual Rate of CAMC for 1 year				
Rate of CAMC for 3 years				

Annual CAMC Rate and Three years CAMC Rate for Computers, Printers, Laptops and Scanners should be mentioned in words also.

Date:

Signature of the tenderer