

CORRIGENDUM

F. No.: C-12011/33/2016-17/Tech./

06/07/2016

Sub: Invitation of sealed quotations for providing internet connectivity on leased line of 4Mbps in CPCB, Delhi.

Due to declaration of 07/07/2016 as Gazetted Holiday on the occasion of "Idu'l Fitr", the last date for submission and opening of sealed quotations is postponed as follows:

Last Date for Submission of Quotation : 12/07/2016 upto 3:00pm
Date of opening of Quotations : 12/07/2016 at 3:30pm

All other Terms & Conditions remain unchanged as mentioned in the quotation.



(A. SUDHAKAR)

Sc. 'E' & In-charge, IT Div.

To,

As per list enclosed.

Sub: Invitation of sealed quotations for providing internet connectivity on leased line of 4Mbps in CPCB, Delhi.

Sir,

Sealed quotations are invited on behalf of Central Pollution Control Board from the removed Internet Service Providers (ISP) for the work of providing Internet Leased Line (ILL) at CPCB with the following scope of work and Terms & Conditions:

SCOPE OF WORK:

1. The ISP should provide dedicated Internet Leased Line (ILL) connectivity of 04Mbps (1:1) capacity at CPCB Premises with fibre connectivity upto MUX or Router to be placed at CPCB and from there to Servers through copper CAT-6 (RJ45) cable.
2. The ISP should provide a minimum of 04 Static IPs for CPCB Servers to use.
3. The MUX/Router or any other Hardware required for the connectivity at CPCB Premises, should be provided by the ISP. If any charges incurred as one time or recurring, should be mentioned clearly.
4. Getting the necessary approval from the concerned authorities for digging the road, laying the fibre cable etc. upto CPCB Premises (upto IT Division of CPCB), is the responsibility of the ISP.

Price Break-up Table

S. No.	Description	Qty.	Rate (Rs.)	Taxes (Rs.)	Amount (Rs.)
1	One Time charges	1No.			
2	Annual charges	1No.			
3	Hardware charges	1Set			
4	No. of Static IPs	04No.s			
5	Any other charges				
	Total Amount Rs.				

Terms and Conditions:

1. Sealed quotations should be dropped in the quotation/tender box kept on ground floor (near reception) of Central Pollution Control Board on or before 07.07.2016 by 3:00pm. and the same will be opened by 3:30p.m. on the same day.

2. The firm should have end-to-end connectivity on their own network.
3. The firm should provide an annual uptime of 99% except force majeure conditions. For uptime/availability less than 99%, the penalty will be calculated on pro-rata basis and time period will be extended accordingly.
4. The firm should have their office in Delhi/ NCR and should have a single point of contact & escalation matrix with 24X7 support.
5. The bidder may visit site before quoting the rates for understanding the scope of work.
6. The bidder should read the entire document and understand the scope of the work before quoting the rates. The rates quoted should be as per our specifications. The bidder should sign on each and every page of the quotation.
7. One Time charges, if any, will be paid after completion of the work in satisfactory condition and handing over to CPCB. Annual recurring charges will be paid on half-yearly basis after rendering the satisfactory services & verified by I/c IT Division.
8. All the hardware & software required for the leased circuit will be the responsibility of the ISP.
9. The work should be completed within one month from the date of issue of work order.
10. The successful bidder will need to sign an Agreement (Draft copy attached).
11. It may be noted that mere quoting lowest rates will not entitle any firm to get the work order. The quotation should be free from over writing/corrections/additions. If any, should be counter signed.
12. The Chairman, CPCB reserves the right to cancel any or all the quotations without assigning any reason thereof. In the event of any dispute, the decision of Chairman, CPCB shall be final and binding on both the parties.
13. Typographical and clerical errors are subject to correction.

Yours faithfully,



(A. SUDHAKAR)

Sc. 'E' & In-charge, IT Div.

AGREEMENT

An agreement is made on the _____ day of _____ 2016 between Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Shahdara, 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 procure leased line circuits for Internet connectivity 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 connectivity within one month 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 firm further undertakes to give full cooperation to the Board in this regard.

- ii. The firm shall receive fees in the manner prescribed in the work order (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 subcontracting 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 fulfilment 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 days' 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. INDEMNITY

- 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 re-enactment thereof 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:

(A. B. Akolkar)
Member Secretary

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

2. Witness:

For M/s _____