



Maharashtra Pollution Control Board

Tender Document

For

**Annual Comprehensive Maintenance Contract of
computers, Laptops, printers & scanners.**

TENDER NOTICE [Ref : MPCB/EIC/B- 4981]

1. Member Secretary, Maharashtra Pollution Control Board invites sealed tenders from reputed firm/agencies for the following work:-

Name of Work : - Annual Comprehensive Maintenance Contract of computers, Laptops, printers & scanners at HQ Office, all Regional / Sub-Regional Offices & Central Laboratory (Mahape). (Detailed Office addresses attached as Annexure -I)
E.M.D. Amount: - Rs. 50,000/= (Rupees Fifty thousand only)

Pre-Bid Meeting : - 21.08.2010 up to 11.00 a.m.
Last date of receipt of tender : - 25.08.2010 up to 5.00 p.m.
Date of tender opening : - 30.08.2010 at 04:00 p.m.

2. The intending tenderer must fulfill all the following requirements (the below mentioned requisites will be the part of Technical Bid) :-

- (i) The firm should have at least two such maintenance contracts of 200 PCs and peripherals in the previous three financial years of minimum total contract value of Rs. five lacs, each. [20 marks]
- (ii) The firm should be in operation for at-least last three years in dealing with similar AMC/CMC work, providing services support for all peripherals and should have similar AMC/CMC contract with Government bodies or autonomous bodies of the Government or multinational Companies. [20 marks]
- (iii) The firm should submit atleast three satisfactory completion certificates or copy of agreement for AMC/CMC work from reputed organization where the firm has executed the AMC/CMC work satisfactorily.
- (iv) The firm should have its own maintenance setup/workshop for servicing of computer, printers, scanner or the devices to be undertaken for AMC work. [20 marks]
- (v) The firm should have valid Income Tax registration certificate & Service Tax registration certificate as well as clearance certificates. [20 marks]
- (vi) The firm should also submit past three year's valid Income Tax returns copies. [20 marks]

The tender document containing technical details and other terms and conditions can be purchased from Environmental Information Center, Maharashtra Pollution Control Board, Kalpataru Point, 4th floor, Near Sion Circle, Sion (East), Mumbai – 400 022, on submission of D.D. of Rs. 5000/- (Non-Refundable) in favor of "Maharashtra Pollution Control Board, Mumbai" the cost of the Tender Document from 05.08.2010 to 20.08.2010 Only on working days. ***The bidder downloading the tender document from website will have to pay the tender document cost of Rs.5000/- separately at the time of submission of the bids, failing to which bids will not be accepted.***

Member Secretary
Maharashtra Pollution Control Board

Annual Comprehensive Maintenance Contract of Computers, Laptops, Printers, Scanners at HQ Office, all Regional Offices(RO) / Sub Regional Offices(SRO) & Central Laboratory, Mahape.

1. Scope

Maharashtra Pollution Control Board invites sealed tenders for Annual Comprehensive Maintenance Contract of computers, Laptops, printers and scanners etc. at HQ Office, all Regional / Sub Regional Offices & Central Laboratory, Mahape, from reputed firms having desired experience in successfully executing such contracts. The Comprehensive AMC itself means all the Computers, Laptops, Printers & Scanners (and its components like keyboards, mice, etc.) shall be maintained by the successful bidder at his own cost, with replacement of all parts except those damaged due to usage (wear&tear).

2. Location

The Head Office is located at Kalpataru Point, 2nd, 3rd & 4th floor, Near Sion Circle, Sion (East), Mumbai – 400 022 while rest machines to be covered under AMC are located at :

RO Mumbai – Crawford Market, Mumbai
RO Navi Mumbai & Raigad – CBD Belapur
SRO Mahad - Mahad [Rest SRO located at RO address]
RO Kalyan – Kalyan
RO Thane – Thane
SRO Tarapur I & II – Tarapur [Rest SRO located at RO address]
RO Pune – Pune
SRO Satara – Satara [Rest SRO located at RO address]
SRO Solapur – Solapur [Rest SRO located at RO address]
RO Kolhapur – Kolhapur
SRO Chiplun - Chiplun [Rest SRO located at RO address]
SRO Ratnagiri - Ratnagiri [Rest SRO located at RO address]
RO Nashik – Nashik
SRO Ahmednagar – Ahmednagar [Rest SRO located at RO address]
SRO Jalgaon I & II - Jalgaon [Rest SRO located at RO address]
RO Nagpur – Nagpur
RO Amravati – Amravati
SRO Akola – Akola [Rest SRO located at RO address]
RO Aurangabad – Aurangabad
SRO Latur – Latur [Rest SRO located at RO address]
SRO Parbhani – Parbhani [Rest SRO located at RO address]
SRO Nanded – Nanded [Rest SRO located at RO address]
RO Chandrapur - Chandrapur
Central Lab. - Mahape

The detailed addresses are attached as Annexure - I.

3. Type of contract

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

4. Mode of submission of tender

i. The tender shall be submitted in three separated sealed covers, duly completed in all respects viz. one for “earnest money” the second for “technical bid” and the third for “price bid”. The name of the work and the words “Earnest money “, “Technical bid only” and “ Price bid only” as the case may be shall be clearly written on the top of the respective sealed covers. All the three 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 computer, Laptops, printers, scanners, etc. at Maharashtra Pollution Control Board, Mumbai shall be clearly written on top of the sealed cover. In case of tender document downloaded from website, the DD for tender cost shall not be put in the sealed envelope and must be submitted along with the bids. Please note that bids will not be accepted without tender fees of Rs.5, 000/- in form of DD from nationalized bank.

ii. The technical bid shall be completed in following:

- a. Complete tender documents as collected from MPCB 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. List of Engineers employed in company along with their CVs.
- d. Preventive maintenance schedule.
- e. The tenders shall also submit a list along with his tender, in respect of items mentioning names of manufacturers of items/parts and their item/part-wise cost as on date which he proposes to use in the work if his tender is accepted.
- f. Technical proposal should include brief profile of the company; year of Establishment organizational structure; list of relevant works carried out in last two years along with names of clients; CVs of the Resident Engineer should be provided; Description of methodology and proper plan for performing the AMC / CMC work should be submitted. If the firm intends to change the Resident Engineers at the time of execution of the Contract or after execution of Contract, should communicate I/c EIC, MPCB in writing.
- g. The technical bid should contain all the supportive documents with respect to point 2 on page 1 of the tender document, which is regarding requirement criteria.
- h. The details regarding current AMC support in various locations in Maharashtra shall be provided.
- i. The tenderer should have good reputation and should not have been debarred for non-performance or mis-conduct in services / tender procedural.

iii) **Price Bids :**

- j. The tenderer may additionally quote (incl. of taxes) along with his tender in respect of AMC cost offer for Pentium machines (with and without warranty) separately, if these can be maintained by firm. Some of the machines which are not covered under proposed AMC, if desired by MPCB may be brought under AMC as per quoted rates, if mentioned by the firm. A separate sheet in the prescribed format given at Sr. No 13 may also be attached (mention rates only on yearly basis).
- k. The tenderer should also quote data recovery cost separately from a crashed Hard Disk as and when situation arises.
- l. The tenderer should also quote separately the rates for repairing LCD projector for as and when situation arises.
- m. The **Price bid** 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.

iii) Sealed tenders should be addressed to:

**The Member Secretary
Maharashtra Pollution Control Board.
Kalpataru Point, 3rd floor,
Near Sion Circle, Sion (East),
Mumbai – 400 052.**

- iv) The tender shall be submitted in sealed envelopes on or before 25.08.2010 in the office of Environmental Information Center, Maharashtra Pollution Control Board, Kalpataru Point, 4th floor, Near Sion Circle, Sion (East), Mumbai – 400 022. No tender will be received after 5.00 p.m. on above mentioned date under any circumstances whatsoever. The tenders i.e. Technical Bid will be opened on 30.08.2010 at 04:00 p.m.

v)

- a. Any tender with any of the documents not signed will be rejected
- b. 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.
- c. The tender must be filled in English 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
- d. All erasures and alteration 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. No advice of any change in rate or conditions after opening of the tender will be entertained.

- Vii) Intending tenderers shall pay as earnest money a sum of Rs.50,000/- (Rs. Fifty Thousand only) by bank draft of a Nationalized Bank drawn in favour of 'Maharashtra Pollution Control Board, Mumbai' with a validity of six months

after the date of issue of this tender. A 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.

5. Technical bids of only those contractors will be opened, who submit the earnest money in the prescribed manner.

6. The price bid of only those tenderers will be opened whose technical bids are found to be acceptable and scoring minimum 75% marks. MPCB may or may not share the technical bid evaluation criteria with the bidder.

7. The EMD OF UN-SUCCESSFUL Bidders shall be released but without any interest.

8. The MPCB does not bind to accept the lowest or any tender, and reserved 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.

9.. 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 Nationalized banks valid for six months after the advertisement date or in the form of Bank Guarantee at the time of submitting agreement and TOR within **seven days** after issuing a letter of award. Failure of the successful tenderer to comply with the above requirement i.e. deposition of performance security, shall constitute sufficient ground for cancellation of the letter of award & forfeiture of the earnest money.

10. 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 AMC.

11. Performance security as Bank Guarantee of 10% of total contract value

- i. If deposited by the successful bidder in the form of BG shall be returned at the end of the contract period or after termination of contract.

12. PRICE BID Submission

BREAK UP OF PRICES

The tenderer shall indicate the break up to the lump sum price for items as below:

| Sl. No | Item Description | Quantity | | Rate (Yearly) | | Total Cost |
|----------------------------------|--|---------------|------------------|---------------|------------------|------------|
| | | With Warranty | Without Warranty | With Warranty | Without Warranty | |
| Computer/Server | | | | | | |
| 1 | Computer Pentium | | | | | |
| 2 | Laptop Pentium | | | | | |
| | Annual Rate for AMC of Computer & Laptop for first Year | Total | Nos. | | | |
| | Annual Rate for AMC of Computer & Laptop for second Year | Total | Nos. | | | |
| | Annual Rate for AMC of Computer & Laptop for third Year | Total | Nos. | | | |
| | | | | | | |
| | | | | | | |
| Printers / Scanners / ALL-IN-ONE | | | | | | |
| 1 | LaserJet (Black & White) | | | | | |
| 2 | DeskJet (Black & White) | | | | | |
| 3 | Dot Matrix Printer | | | | | |
| 4 | Laserjet (Color) | | | | | |
| 5 | DeskJet (Color) | | | | | |
| 6 | Scanner | | | | | |
| 7 | All in One(Fax cum Copier cum printer) | | | | | |
| | Annual rate for AMC of Printers / Scanners for first year | Total | Nos. | | | |
| | Annual rate for AMC of Printers / Scanners for second year | Total | Nos. | | | |
| | Annual rate for AMC of Printers / Scanners for third year | Total | Nos. | | | |

Annual AMC Rate and three Years AMC Rate for Computers, Laptops, Printers / Scanners Should be mentioned in words also.

Date .:

Signature of the tenderer

General Conditions:

Part A :

1. The total number of machines may increase or decrease subject to actual requirement at the time of issuing work order. There are few machines under warranty and tenderer will have to maintain these machines also for minor trouble shooting problem and will have to co-ordinate with the manufacturer to resolve the break-down problem in the machine. In future, as and when the warranty of these machines is over, they will come under Comprehensive AMC. All such systems will come under AMC as per approved rates for which an intimation by I/c EIC will be communicated to the firm. The number of machines found in working condition (shall be inspected jointly by firm and MPCB, officials) on the date of start of CAMC by the firm to be covered under AMC and exact AMC cost calculation shall be based on those real numbers.
2. The AMC 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 subject to the permission of continuation of the contract in subsequent years (after one year) in writing from the MPCB. The continuation of the contract every year is subject to satisfactory performance from the tenderer. The MPCB reserve it's right to issue a letter of award for one year or for three years depending upon the decision taken by the management..
3. Unit price basis quotation for One Year and three Years AMC should be submitted mentioning clearly individual items AMC 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 tenderer shall clearly mention the details of taxes applicable while submitting the quotes. The quoted cost must be without any precondition of minimum number of machines or any other condition put by the tenderer.
4. The AMC cost should be inclusive of cost of spare parts required for maintenance of all Computers/Printers etc. 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 MPCB and have to be deposited with Stores Department. The replaced parts will be verified by the EIC's authorized Staff.
5. The tenderer should ensure 99% UP time of all the machines. Any single machine's maximum down time would be four hours. If the problem is not solved in maximum four hours, tenderer will provide spare machine of equivalent specifications as a temporary arrangement.
6. Except consumables mentioned viz., ribbon of printers, toner cartridges of laser and DeskJet printers, everything else has to be covered in any condition / situation under AMC.

7. Necessary arrangement to prevent the system damages from technical point of view (High Voltage fluctuations) has to be ensured by the firm.
8. Any damage to the machines due to Natural calamities Earthquake, fires etc. may not be covered under AMC cost calculation.

Part B :

- i. Computers / Printers that would have AMC are in working condition.
- ii. The firm has to arrange Electronics Industry standard (IEEE standards or equivalent there to) items and of good quality and shall be approved by Executive Engineer.
- iii. The firm should have at least 10 (Ten) Engineers, in its roll, working for the firm.
- iv. The MPCB team can visit the office of firm for the inspection of facilities / manpower availability.
- v. MPCB shall reserve it's right to reject of all or any one quotation and no reason shall be informed to the quotes.
- vi. In case of disputer the decision of Member Secretary, MPCB shall be final and binding on both parties.
- vii. The proposal from the firms putting up their own terms and conditions will be rejected.
- viii. 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. The MPCB shall not be responsible for any damage in servicing / overhauling.
- ix. At any point of time contract may be terminated without assigning any reason thereof.
- x. The supplier shall not assign or sublet any portion of the work except with written consent of MPCB, failing which MPCB may terminate the contract, whereupon the Performance Guarantee / Security Deposit shall stand forfeited and at absolute disposal of MPCB.
- xi. All tools, accessories, hardware, terminal, connector, multimeter etc. desired for the testing and repairing at site has to be maintained by the firm on its own cost. The equipment shall be complete in all respect whether such details are mentioned or not.
- xii. The tenderer must obtain for itself on its own responsibility and at his own expenses, all the information which may be necessary for the purpose of making a tender and for entering into the contract and may visit MPCB if required. The tenderer may inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto and influencing its rates for the work.

14. TAXES AND DUTIES

CENTRAL / STATE SALES TAX/ WORKS CONTRACT TAX / EXCISE DUTY ETC SHOULD BE CLEARLY MENTIONED IN THE RATES TENDERED. Statutory deduction of tax if applicable at source will be made while releasing payment through running / final bills.

15. VALIDITY

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

16. MODE OF PAYMENTS

The Six months advance payment will be made to the successful bidder for stocking the spares and balance amount will be paid on satisfactory completion of first six months.

17. PENALTY

Failure to rectify a down system (computer / Laptops / Printer / Scanner) for more that two working days for any reason like non availability of spares, non availability of Maintenance Engineer will be taken seriously and shall attract penalty of Rs. 100/- 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. Any single machine's maximum down time would be four hours. If the problem is not solved in maximum four hours, tenderer will provide spare machine of equivalent specifications as a temporary arrangement.

18. MACHINES TO BE COVERED UNDER AMC

List of Hardware Inventory is attached as ANNEXURE

19. AMC SHOULD ALSO COVER

- a) Reloading of Operating System and Software (like MS Office or Anti-virus etc.) as and when required and check that the installed software are working properly. Software shall be provided by the user.
- b) The firm is required to maintain all drivers, required for running the system including Ethernet card and display card drivers etc.
- c) Preventive maintenance schedule has to be prepared for all machines and each machine has to be attended at least four times in a year other than its breakdown maintenance calls.
- d) Manage memory usage of computer.
- e) The firm is required to service all the printers and PCs/Laptops thrice a year which includes dust removal, with the help of the cleansing sprays and lens cleansing CDs. Also, manage virus security threats of all the machines under AMC.
- f). The parts which are obsolete or shall become obsolete have to be replaced with an alternative of higher specifications, so the work does not suffer with the permission of Executive Engineer.

20. RESIDENT ENGINEERS

- The firm has to provide two experienced and competent Resident Engineers for HQ office.
- One Resident Engineer for each RO location and Central Laboratory.
- The Resident Engineer from RO location will maintain all the machines of their SRO offices.
- The Resident Engineer will visit the SRO office which is not in the RO premises once a week for preventive maintenance and also as & an when required basis.

The copy of certification of proof of competence and experience of Resident Engineer along-with Photo identify card should be deposited in advance in Maharashtra Pollution Control Board, Mumbai for approval. The same procedure has to be followed at the time of replacement of Resident Engineer at any point of time. The flexibilities increasing the number of Resident Engineer has to be maintained if the work load is high. The Resident Engineers will provide services in between 10:00 am to 6:30pm. If need arises they will have to stay back late to finish the work undertaken and some times will also have to attend office on public holidays, in case of an emergency or important assignment.

21 RESPONSIBILITIES OF RESIDENT ENGINEERS:

- a) Individual life time cards / sheets for the machines in duplicate has to be maintained by the firm. One card will be provided to the firm and another card has to be kept with the machine. Entries on both cards are the responsibility of the firm. The entry on the card has to be prepared a fresh from the starting date of AMC with all serial nos., configurations and the user name date of maintenance and details of replacements made.
- b) Provide immediate assistance in respect of computer related problem to the end user.
- c) The machines should be sealed by the Resident Engineer / firm by their own seals after the maintenance every-time to avoid any mishandling possibility. Responsibility of mishandling lies with the firm. If any seal is found broken the matter has to be reported to the Executive Engineer immediately.
- d) The Resident Engineers has to report to the designated Controlling Officers in the morning with the schedule of the day and shall keep the records and update to the uncharted in the evening about number of complaints attended and solved. The names of the designated Officers under whom Service Engineers will work will be given later.
- e) The RE will have to sign the muster daily at 10.00 am and it will be crossed by the designated officer at 10.30 am.
- f) The firm will be responsible for providing replacement for the Resident Engineer, in his absence and see to it that the Board's maintenance work will not suffer due to their absence, failing to which will entertain penalty.

- g) Except during attending breakdown maintenance call REs (Resident Engineers) will have to continue with their Preventive maintenance schedule.
- h) The REs have to carry out the repair work at the location of machine except in to be taken out for repairs in workshop. In such cases the standby arrangement shall have to be made by the firm and in no way the working of computer shall be held up for the want of any standby arrangements.
- i) The REs shall check printers regularly with standard procedures, of the user's files, and cleaning of the feed rolls in every 15 days.

Annexure – I

List of addresses where Computers, Laptops, Printers and Scanner are located

| Sr No | Regional Office | Address |
|--------------|------------------------|---|
| 1 | Amravati | Maharashtra Pollution Control Board ,18/25 , Ashirwad Building, Daffrin Hospital Road , Shrikrishna Peth, Amravati - 444 601 |
| i | SRO Akola | Near Bharatiya State Bank (Treasury Branch), Shashtri Nagar,Akola-444001 Akola - 444 005 |
| 2 | Aurangabad | Paryavaran Bhavan, A - 4/1, MIDC Area , Chikalhana, Near Seth Nandlal Dhoot Hospital, Jalna Road , Aurangabad - 431 210 |
| i | Latur | Dev Towers, Opposite Tahsil Office, Latur - 413512 |
| ii | Nanded | Lahoti Complex, 2nd Floor, Near Shivaji Statue, Vajirabad, Nanded - 431601 |
| iii | Parbhani | Devkripa Building, Rangnath Maharaj Nagar, Nandkheda Road, Parbhani - 431401 |
| 3 | Kalyan | Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West) |
| 4 | Kolhapur | Maharashtra Pollution Control Board, Udyog Bhavan Building, Near Collectarate Office, Kolhapur - 416 002 |
| i | SRO Sangli | 300/2 , Udyog Bhavan , Near Government Rest House , Vishrambaug , Sangli - 416 416 |
| ii | SRO Ratnagiri | Revenue Department Employees Co-Op Credit Society Ltd., Office Building, Collectors Office Compound, Zandgaon , Ratnagiri - 415 639 |
| iii | SRO Chiplun | Parkar Complex , 1st floor, Behind Nagar Parishad Office, Chiplun Taluka. Chiplun Dist . Ratnagiri |
| 5 | Mumbai | Shri Chatrapati Shivaji Maharaj Municipal Market Building, 4th floor, Mata Ramabai Ambedkar Road, Mumbai 400 001 |
| 6 | Nagpur | Udyog Bhavan , 6th floor , Near Sales Tax Office, Civil Line , Nagpur - 440 001 |
| 7 | Nashik | Udyog Bhavan, First Floor, Trimbak Road, Near ITI, Satpur, Nashik - 422007 |
| i | SRO Jalgaon I | Late Shri Bhikamchand Jain Municipal Market Building , Hall No. A , 3rd floor, Jalgaon - 425 001 |
| ii | Ahmednagar | Bharat Timber, 1st floor, Tilak Road, Opposite Sanket Hotel , Ahmednagar , 414 001 |

| | | |
|-----------|---------------------------|--|
| 8 | Navi Mumbai | Maharashtra Pollution Control Board, Raigad Bhavan, 7th floor, Sector - 11, C.B.D Belapur, Navi Mumbai |
| 9 | Pune | Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003. |
| i | SRO Satara | Manjunath Major Commercial Building, 531, Sadar Bazar, Opp. Science College, Dist Satara - 415002. |
| ii | SRO Solapur | 4/B, Bali Block, Civil Lines, Oppsite Government Milk Scheme, Saat Rasta, Solapur - 413003 |
| 10 | Raigad | Maharashtra Pollution Control Board, Raigad Bhavan, 6th floor, Sector - 11, C.B.D Belapur, Navi Mumbai |
| i | SRO Mahad | Samaik Suvidha Kendra Building, MIDC - Mahad, District Raigad - 402 309 |
| 11 | Thane | Maharashtra Pollution Control Board, Plot No P-30, 5th floor Office Complex Building Mulund Checknaka, Thane. |
| i | SRO Tarapur | MIDC Office Building, Boisar Station, Post Taps, Tarapur, Dist.Thane |
| 12 | Chandrapur | Brij Niwas, Near Janta School, Back of Jal Shuddhikaran Tank, Civil Line, Chandrapur - 442 401 |
| 13 | Central Laboratory | Central Laboratory, Maharashtra Pollution Control Board, "Nirmal Bhavan", P-3, MIDC Industrial Area, Mahape, Navi Mumbai- 400 701. |

ANNEXURE – II

LETTER SUBMITTING TENDER

To,

Dear Sirs,

With reference to tender invited by you for _____ at Maharashtra Pollution Control Board, I / We do hereby offer to execute the work under “Contract at quoted rates”. I/We have seen the site, read the articles of agreement, conditions of contract and specifications. I/we agree to execute the AMC work as specified in the tender.

I/We have deposited as earnest money Rs.------(Rupees ----- Only) by a bank draft in favor of you which is not to bear an interest. I/we do hereby agree that this sum shall be forfeited by you in the event our tender is accepted, and I/We fail to complete the contract within the said period.

I/We understand that you are not bound to accept the lowest or any tender that your receive.

Yours Faithfully

Name of Partners of the firm

Name of Bankers

Tenders submitted in -----before -----pm.

ANNEXURE - III

SCHEDULE – A

TOTAL PRICE OF THE WORK

Annual comprehensive maintenance contract of Computers, Laptops, Printers and Scanners etc. at Maharashtra Pollution Control Board, (at HO, all the RO / SRO locations and Central Laboratory as stated in Annexure I).

(a) For 1st year :

Rs.------(Rupees -----only)

(b) For 2nd year :

Rs.------(Rupees -----only)

(c) For 3rd year :

Rs.------(Rupees -----only)

(This shall include all work as specified and other wise, necessary for the completion of the work)

(The taxes / duties etc. should be clearly specified while quoting the rates)

Date :

Signature of the tenderer

Place :

SCHEDULE – B

RATE FOR DATA RECOVERY FROM HDD and maintaining Projectors

| Sr. No. | Type of HDD | Rates in Rs. | | | Remarks if any |
|---------|-------------|----------------------|----------------------|----------------------|----------------|
| | | 1 st Year | 2 nd Year | 3 rd Year | |
| 01 | IDE HDD | | | | |
| 02 | SCSI HDD | | | | |
| 03 | Projector | | | | |

Date :

Signature of the Tenderer

SCHEDULE – C

AMC RATES FOR MACHINES

(if Maintenance support is possible otherwise do not mention)

| Sr. No. | Machine / Server Type | Unit. AMC Rate in Rs. | | | Remarks |
|---------|--------------------------|-----------------------|----------------------|----------------------|---------|
| | | 1 st Year | 2 nd Year | 3 rd Year | |
| 01 | Pentium with Warranty | | | | |
| 02 | Pentium without Warranty | | | | |
| 03 | Server with Warranty | | | | |
| 04 | Server without Warranty | | | | |

Date :

Signature of the tenderer

SCHEDULE – D

AMC RATES FOR LAPTOPS -

(if Maintenance support is possible otherwise do not mention)

| Sr. No. | Laptop Type | Unit. AMC Rate in RS. | | | Remarks |
|---------|--------------------------|-----------------------|----------------------|----------------------|---------|
| | | 1 st Year | 2 nd Year | 3 rd Year | |
| 01 | Pentium with Warranty | | | | |
| 02 | Pentium without Warranty | | | | |

Date :

Signature of the tenderer

SCHEDULE – E

AMC RATES FOR PRINTERS / SCANNERS / ALL-IN-ONE MACHINES

(if Maintenance support is possible otherwise do not mention)

| Sr. No. | PRINTERS / SCANNERS / ALL-IN-ONE Type | Unit. AMC Rate in RS. | | | Remarks |
|---------|--|-----------------------|----------------------|----------------------|---------|
| | | 1 st Year | 2 nd Year | 3 rd Year | |
| 01 | Color Laserjet (with Warranty) | | | | |
| 02 | Color Laserjet (without Warranty) | | | | |
| 03 | B/w Laserjet (with Warranty) | | | | |
| 04 | B/w Laserjet (without Warranty) | | | | |
| 05 | Color Deskjet Printers(with Warranty) | | | | |
| 06 | Color Deskjet Printers(without Warranty) | | | | |
| 07 | B/w Deskjet Printers(with Warranty) | | | | |
| 08 | B/w Deskjet Printers(without Warranty) | | | | |
| 09 | Dot Matrix Printers(with Warranty) | | | | |
| 10 | Dot Matrix Printers(without Warranty) | | | | |
| 11 | Scanner (with Warranty) | | | | |
| 12 | Scanner (without Warranty) | | | | |
| 13 | ALL-IN-ONE (with Warranty) | | | | |
| 14 | ALL-IN-ONE (without Warranty) | | | | |
| 15 | Projector | | | | |

Date :

Signature of the tenderer

AGREEMENT FORMAT

An agreement is made on the _____ day of _____ 2010 between Maharashtra Pollution Control Board, Kalpataru Point, Sion Circle, Sion (East), Mumbai – 400 022, (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 and Control of Pollution) Act, 1974 and the rule framed there under Member Secretary of the Board is authorized person to sign the agreement on behalf of the Board or the person authorized by him.

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 establish a system of proper repairing all machines like Computers, Laptops, Printers, Projectors and Scanners etc. in the Head Office and all Regional / Sub Regional Offices & Central Laboratory(Mahape) of Board and to carry out this above said work amounting to Rs.-----
-----for the year 2010 -11.

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 tender.

- iii. The Board means the Maharashtra 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 letter of award of the work to be carried out with time frame 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 Board shall have the right to depute its representative to work with the firm and at all times such representative shall have access to the premises where and whenever the work is in progress. The firm shall provide all facilities to the representative of the Board for inspection and /or assessment of work.
- iii. 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, modification or additions 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. The firms 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 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 information and details etc., received by the firm during the execution of the work, directly or indirectly as exclusive property of the Board.

4. EXTENSION AND TERMINATION

- i. It is agreed between the parties that the Board may grant extension of time to the firm the work under this contract provided the Board is satisfied with the performance of the firm, for such extension the terms and conditions shall remain the same or as mutually agreed.
- 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 therein, the firm shall cease all further work and shall deliver to the Board all machines in working condition. No additional payment shall be made to the firm for the same. If firm fails to do so Board shall get all of these non-working machines repaired from the market and repair cost will have to be borne by the firm.
- iv. In the event of termination of agreement as provided herein, the Board shall reimburse to firm a part of fees proportionate to work carried out pursuant to this agreement up to the date of notice of termination, if firm comply clause 4 (iii) else the last payment shall not be released / settled till the issue of handing over the fully operational machines to the Board is not resolved..
- v. In the event of termination or end of the contract, the firm hereby undertakes and agrees to handover all the parts of the machines or the machines taken for the repairing purpose, along-with complete information to the Board within three days of 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.

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 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.
- iii. The firm shall give a performance guarantee equal to 10% of the total contract value-----which is equal to ---

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, MPCB shall appoint a suitable person in the field of IT or 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 Rs.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 Maharashtra 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 WHERE OF 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 :

I/c Environmental Information
Center

For : Maharashtra Pollution
Control Board 2nd, 3rd & 4th
floor, Kalpataru Point, Near
Sion Circle, Sion (East),
Mumbai – 400 022.

2. Witness

For M/s. _____

ANNEXURE – IV

Inventory for Computer, Printer & Scanner

| Regional Office | Computer | Printer | Scanner | Projector |
|-----------------|------------|------------|-----------|-----------|
| HO | 160 | 88 | 4 | 1 |
| Kalyan | 20 | 20 | 1 | 0 |
| Belapur | 29 | 23 | 1 | 0 |
| Mahape | 39 | 14 | 1 | 1 |
| Mumbai | 14 | 9 | 1 | 0 |
| Thane | 15 | 11 | 1 | 0 |
| Pune | 43 | 12 | 2 | 1 |
| Nashik | 30 | 14 | 1 | 1 |
| Nagpur | 32 | 23 | 1 | 1 |
| Amravati | 12 | 6 | 1 | 0 |
| Kolhapur | 16 | 9 | 1 | 0 |
| Chandrapur | 5 | 5 | 0 | 0 |
| Aurangabad | 30 | 17 | 1 | 0 |
| Total | 445 | 251 | 16 | 5 |

| Sub Regional Office | Computer | Printer |
|---------------------|-----------|-----------|
| Tarapur | 12 | 10 |
| Chiplun Lab | 8 | 4 |
| SRO Chiplun | 1 | 1 |
| Ratnagiri | 2 | 2 |
| Mahad | 1 | 1 |
| Satara | 5 | 2 |
| Sangli | 3 | 2 |
| Latur | 2 | 2 |
| Jalgaon 1&2 | 4 | 3 |
| Ahmednagar | 3 | 1 |
| Nanded | 3 | 3 |
| Parbhani | 2 | 1 |
| Solapur | 2 | 1 |
| Akola | 4 | 4 |
| Total | 52 | 37 |

| | |
|------------------------|------------|
| TOTAL No. of PCs | 497 |
| TOTAL No. of Printer | 21 |
| TOTAL No. of Scanner | 16 |
| TOTAL No. of Projector | 5 |

Note: The final updated Inventory of Computer, Printer, Scanner, Projector & Laptop will be given at the time of issuing Work Order

ANNEXURE – IV

Inventory for Laptop

| HO HoDs | Qty |
|--------------------|-----------|
| MS | 1 |
| WPAAE | 1 |
| APAE | 1 |
| SAO | 1 |
| SLO | 1 |
| RO PCI2 | 1 |
| PSO | 1 |
| EIC | 1 |
| PAMS | 1 |
| Executive Engineer | 1 |
| PRO | 1 |
| ZONING ATLAS | 1 |
| SPARE (Stores) | 2 |
| TOTAL | 14 |

| Field Office (HoDs) | Qty |
|---------------------|----------|
| Pune | 1 |
| Nashik | 1 |
| Kalyan | 1 |
| Thane | 1 |
| Kolhapur | 1 |
| Nagpur | 1 |
| I/c C-lab | 1 |
| TOTAL | 7 |

| | |
|--------------------|-----------|
| GRAND TOTAL | 21 |
|--------------------|-----------|