

**TENDER ENQUIRY DOCUMENT**

**FOR**

**SUPPLY, INSTALLATION &  
COMMISSIONING OF REAL  
TIME EFFLUENT MONITERING  
SYSTEM**

**INDIAN DRUGS & PHARMACEUTICALS LIMITED  
(A GOVT. OF INDIA UNDERTAKING)**

**IDP/HYD/ETP/2018-19/01**

**INDIAN DRUGS & PHARMACEUTICALS LIMITED  
(A GOVT. OF INDIA UNDERTAKING)**

**CIN No. U24231HR1961GOI003418  
Balanagar, Hyderabad-500 037  
PHONE: 040-23078149/23078147  
FAX: 040-23078094  
URL: [www.idplindia.in](http://www.idplindia.in)  
Email: idplhydengg@yahoo.com**

**SECTION-1**  
**NOTICE INVITING TENDERS**

**INDIAN DRUGS & PHARMACEUTICALS LIMITED**  
**BALANAGAR TOWNSHIP: HYDERABAD - 500 037.**  
**TELEPHONE NO: 23078149 & 23078147**  
**FAX NO: 040 – 23078094**

**TENDER NOTICE NO: IDP/HYD/ETP/2018-19/01**

**DATED: 10.04.2018**

1. Sealed Tenders are invited by Supervisor (Civil), for Supply, installation and commissioning of **Real Time Effluent Monitoring System** at ETP, IDPL, Hyderabad, from the reputed parties/eligible contractors having adequate technical and financial back ground as per the terms and conditions of this tender document. Interested parties are requested to submit duly filled tender documents fulfilling eligible criteria in two bids system ie. Technical Bid and Financial bid specifying clearly on the Covers. Bids shall be submitted on or before 1400 hrs on 05.05.2018 and technical bid will be opened on the same date at 1430 Hrs. Opening of financial bid will be informed later to bidders qualifying in technical evaluation.

SL No	Name of the Work	Approx value in (Rs in lakhs)	EMD (Rs)	Completion period of contract	Last date for submission of the tender
1	Supply, installation & commissioning of <b>Real Time Effluent Monitoring System</b> at ETP, IDPL, Hyderabad. Make-M/s Tethys Instruments Model- UV 500 (As per specification mentioned in Section-4)	18.00	36000/	2 Months	05.05.2018 Up to 1400 Hrs

2.

SI No.	Description	Schedule
i.	Dates of issue of tender enquiry documents	12.04.2018 TO 04.05.2018
ii	Place of issue of Tender Enquiry Documents and Venue of Opening of Techno Commercial Tender	Indian Drugs & Pharmaceuticals Limited Formulation Block. Balanagar, Hyderabad-500 037
iii.	Closing date & time for receipt of Tender	1400 Hrs on 05.05.2018
vi.	Time and date of opening of Techno-Commercial tenders	1430 Hrs on 05.05.2018

3. Interested tenderers may obtain further information about this tender from the office of Supervisor (Civil), I.D.P.L, Hyderabad.
4. Tender document may be collected, free of cost, from Formulation Block, IDPL Hyderabad or may be downloaded from the web site [www.idplindia.in](http://www.idplindia.in).
5. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **I.D.P.L, Formulation Block, Balanagar, Hyderabad-500037**, on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.

6. In the event of any of the above mentioned dates being declared as a holiday /closed day for I.D.P.L, the tenders will be issued/received/opened on the next working day at the appointed time.
7. The Tender Enquiry Documents are not transferable.
8. All Tenders must be accompanied by EMD as mentioned in Para 1 above. Tenders without EMD shall be rejected.
9. **The site for work is situated at IDPL Plant, Hyderabad.**

**For and on behalf of Indian Drugs & Pharmaceuticals Ltd (I.D.P.L)**

**Supervisor (Civil)  
Formulation Block,  
Balanagar, Hyderabad-500037,  
Phone: 040-23078149/23078147**

## SECTION-2

### PROFILE OF TENDERER

1. Name of the Contractor / Firm :
2. Address & Phone No :
3. E-mail ID and FAX No. :
4. Name of work :
5. Tender Notice No & Date, Item No :
6. Details of DD for EMD :
7. Particulars of experience / credentials :
8. Whether all details as per pre-qualification requirements enclosed :
9. PAN No with proof :
10. GSTIN with proof :
11. Financial turn over during the last three years duly certified by chartered accountant / auditor. :

**Signature of Tenderer**

## SECTION-3

### GENERAL INSTRUCTIONS TO TENDERERS

1. **Sale of Tender Document:**

- i. Tender document can be obtained from Supervisor (Civil), Formulation Block, I.D.P.L, Hyderabad at free of cost, from 10.00 hrs to 16.00 hrs on all working days between 12.04.2018 to 04.05.2018.
- ii. Tender document can also be downloaded from company's website i.e. [www.idplindia.in](http://www.idplindia.in).

2. **Last date of submission of bid:**

- i. Bids, complete in all respect, shall be submitted at Formulation Block, I.D.P.L, Balanagar, Hyderabad up to 1400 hrs on 05.05.2018.
- ii. The tender documents can be submitted in person or through courier/ post to reach within the stipulated date and time. IDPL is not responsible for any postal delay.
- iii. The tenderers are to deposit the tenders in the tender box kept for this purpose at **Formulation Block, I.D.P.L, Balanagar, Hyderabad-500037**.
- iv. The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on/is subsequently declared a holiday or closed day for the Company, the tenders will be received up to the appointed time on the next working day.
- v. A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

3. **Opening of bid:**

- i. Technical bid will be opened at 1430 hrs on 05.05.2018.
- ii. Date and time for opening of Price Bid shall be informed latter, to parties who qualify in technical evaluation by committee members of I.D.P.L.
- iii. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Company, the tenders will be opened at the appointed time and place on the next working day.

4. **Earnest Money Deposit:**

- i. EMD amounting Rs 36000/- (Thirty Six Thousand Only) in shape of bank draft from any scheduled bank, in favour of I.D.P.L, Hyderabad payable at Hyderabad, must be attached with the technical bid.
- ii. Technical bid without EMD will be liable to rejection.
- iii. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation for the specific goods as per tender enquiry specification under single point registration scheme shall be eligible for exemption from EMD. In such case the tenderer should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- iv. Unsuccessful tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- v. Earnest Money is required to protect the Company against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Company. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Company if it fails to furnish the required performance security within the specified period.

5. **Performance Security cum Warranty Bond:**

- i. Successful tenderer will have to submit performance security cum warranty bond in the form of Demand Draft drawn on any scheduled bank in India or bank guaranty issued by any scheduled bank in India amounting to 5% of tender value within 15 days of placement of work order.

- ii. The bank guaranty shall be unconditional and shall be valid for minimum sixty days after the date of completion of all contractual obligations by the contractor. In the event of any failure/default of the contractor, with or without quantifiable loss to the Company, the amount of the performance security is liable to be forfeited.
- iii. Performance security shall be returned to the party after sixty days from the date of completion of all contractual obligations by the contractor and shall bear no interest.

**6. Eligibility Criteria:**

- i. Average annual financial turnover during the last three years, ending 31<sup>st</sup> march of the previous financial year, should not be less than 30% of the estimated cost of the systems.
- ii. Bidder should have, in last three years, supplied, installed and commissioned at least one similar system.

**7. List of documents:**

- i. Technical bid should consist of following documents:-
  - a) Tender document duly signed and stamped on each page by authorised signatory, as token of acceptance of term & conditions.
  - b) Profile of Tenderer and literature of system, with technical specification.
  - c) EMD as mentioned in clause 4 (i) above.
  - d) Letter of authorisation in favour of signatory of tender documents (specimen signature of authorized person should be attested by competent authority).
  - e) Copy of valid Dealership Certificate issued by manufacturer (if bidder is not manufacturer)
  - f) Audited financial statement (balance sheet and profit/loss a/c) for financial year 2014-15, 2015-16 & 2016-17 and income tax returns for same period.
  - g) Documentary evidence as necessary in terms of clauses 6(ii) above establishing that the tenderer is eligible to submit the tender (copy of purchase order and proof of supply, installation and commissioning signed by customer).
  - h) Copy of PAN Card.
  - i) GS TIN with proof of allotment.

**ALL THESE DOCUMENTS MUST BE SIGNED AND STAMPED BY AUTHORISED PERSON AND SUBMITTED ALONG WITH TECHNICAL BID.**

- ii. Price bid should consist of party's quoted rates in Section-5 of this tender document, duly signed and stamped by authorised person.

**N.B.**

- a. **Rates quoted should be inclusive of all, except GST. Applicable GST (along with HSN/SAC code) is to be quoted separately at given space**
- b. All pages of the Tender should be page numbered and indexed.
- c. It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.
- d. The authorized signatory of the tenderer must sign and stamp on all the pages of the tender
- e. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- f. Tender sent by fax/telex/cable/electronically shall be ignored.

**8. Prices**

- i. Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract. Offer with price variation clause will be rejected.
- ii. The Tenderer shall indicate on the Price Schedule provided under Section-5 all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If the contractor has not quoted the rate for any item(s), it is considered as incomplete tender and tender cannot be accepted.
- iii. Rates quoted should include charges towards Transportation, Insurance, Loading/ Unloading and other incidental costs to involved up to completion of all contractual obligation.

**9. Tender currencies**

The tenderer shall quote only in Indian Rupees.

**10. Tender Validity**

- i. The tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of opening of techno-commercial bids. **Any tender valid for a shorter period shall be treated as unresponsive and rejected.**
- ii. In exceptional cases, the tenderers may be requested to extend the validity of their tenders. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ email followed by surface mail. The tenderers, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- iii. In case the day up to which the tender is to remain valid falls on/ subsequently declared a holiday for the Company, the tender validity shall automatically be extended up to the next working day.

**11. Tenderer to be conversant with the documents**

The tenderer is expected to read all the documents hereof and be conversant with the contents and when tenders are signed it will be understood and inferred that all the documents have been read and understood. Any difficulty experienced in interpreting the documents may be communicated to the Company in writing, and, should any written clarification be required it will be made available by them to tenderers. No extra cost will be entertained because of the tenderers mistakes, ignorance or misinterpretation of tender document.

**12. Acceptance**

Promptly after opening of tenders, the Company will undertake a detailed study and appraisal of the tenders submitted. The Company does not bind itself to award the Contract to the lowest or to any tenderer but will take into careful consideration the tenderer's price and such other factors as are deemed to be applicable for awarding the contract.

**13. Rights**

- i. The Company reserves the right to re-call the tender or, reject any or all tenders and to waive any formalities in the tenders received (such as deviation in the use and presentation of the specified tender documents and forms), if it appears to be in his best interest to do so.
- ii. The Company reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted without incurring any liability, whatsoever to the affected tenderer.
- iii. At the time of awarding the contract or/and during the currency of contract, the Company reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule without any change in the unit price and other terms & conditions quoted by the tenderer.

**14. Labour Laws.**

The contractor/firm shall, in relation to the works executed under this contract, strictly comply with the provisions of all current labour laws and statutory amendments or additions thereof and any regulation or orders made there under affecting the works. Liabilities towards labourer i.e. PF, ESI, and other liability under any law shall be of the contractor/firm.

**15. Terms and Mode of Payment**

Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages, TDS or any other charges as per terms & conditions of contract in the following manner.

- a) 50% (Fifty percent) of the contract value will be paid within 15 days from the date of receipt of the material at the site. Company's engineer in-charge shall provide acknowledgement in regard to receipt of material in good condition and as per required specification.
- b) 30% (Thirty percent) of the contract value shall be paid within 15 days from the date of installation of the equipment at site.
- c) 20 % (Twenty percent) of contract value would be made, within 15 days from successfully installation of system at site, against "Final Acceptance Certificate" of goods issued by the consignees subject to recoveries, if any, either on account of non-rectification of defect/deficiency by the Supplier or otherwise and on submission of proper documents related to guarantee/warranty.

**General Payment Conditions:**

- GST details (GST registration no., HSN code etc) is to be mentioned in invoice, failing which amount equal to GST charged by supplier in its bill may be withheld at the time of payment.
- The supplier shall not claim any interest on payments under the contract.
- Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates prescribed in Income Tax Rules from time to time.

**16. Duration for Supply, Installation and Commissioning**

Supplier will be responsible for supply, installation and commissioning of Real Time Effluent Monitoring System at ETP, at IDPL Hyderabad within 30 days from the date of notification of award/letter of intent. Supplier will take consignee receipt from officer in-charge

**17. Delays and extension of time**

If in the opinion of the Company the works are delayed or are expected to be delayed because of any of the following reasons, the completion period may be extended by such period as may be mutually agreed upon:

- i. Force majeure
- ii. Reason of any exceptionally inclement weather (if acceptable to the Company)
- iii. By the work's or delays of other contractors or tradesman engaged or nominated by the Company and not referred to in the Schedule of Quantities and / or specifications.
- iv. By reason of civil commotion, local combination of workmen or strike or lockout affecting any of the works / trades.
- v. By reason of Company instructions.
- vi. If and whenever it becomes reasonably apparent to the Contractor that the progress of work is being, or is likely to be delayed, due to reasons not attributable to them, they shall forthwith give written notice to the Company explaining the circumstances including the cause(s) of such delay. Where the cause(s) of delay refers to any contractor/firm other than the Contractor, a copy of such notice shall be sent to them also.

**18. Penalty / damages for delay**

If the contractor / firm fails to execute the work, as mentioned in schedule of the work order, within the stipulated time mentioned in clause no 1 of (NIT), or within such extensions that may be granted to him pursuant to Clause 17 above, then the Company will be at liberty to deduct from the Contractor's bills, by way of penalty a sum equivalent to 0.5% of the value of the contract for each week's delay subject to a maximum of 10% of the value of the contract. The Company may without prejudice to any other method of recovery deduct the amount of such damages from moneys in its hands, due to or which may become due from his obligation to services provided or from any other of his obligation and liabilities under the Contract.

**19. Amendments to tender document**

At any time prior to the deadline for submission of tenders, the company may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) /corrigendum(s) to it. **The same shall be published in the Company's websites only.**

**20. Minor Infirmary/Irregularity/Non-Conformity**

If during the preliminary examination, the Company find any minor informality and/or irregularity and/or non-conformity in a tender, the Company may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Company will convey its observation on such "minor" issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.



21. **Discrepancies in Prices**
- i. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Company feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
  - ii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
  - iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 21.1 and 21.2 above.
  - iv. If, as per the judgment of the Company, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Company, the tender is liable to be ignored.
22. **Contacting the Company**
- i. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the Company for any reason relating to tender enquiry and/or its bid, it should do so only in writing.
  - ii. In case a tenderer attempts to influence the Company in the Company's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Company.
23. **Notification of Award**
- i. Before expiry of the tender validity period, the Company will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the Company, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the Company the required performance security within 15 (fifteen) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.
  - ii. The Notification of Award shall constitute the conclusion of the Contract.
24. **Non-receipt of Performance Security by the Company**
- Failure of the successful tenderer in providing performance security, within the stipulated period, shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Company against it by Termination of contract.
25. **Warranty**
- i. The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
  - ii. This **warranty shall remain valid for minimum 1 (one) year** from the date of goods have been installed at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise.
    - a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
    - b. Warranty will cover all accessories and the items.
    - c. Replacement and repair will be under taken for the defective goods to the full satisfaction of the purchaser/Consignee.
    - d. Proper marking has to be made for all spares for identification regarding installation and repair dates.
  - iii. In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier.

- iv. Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- v. If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- vi. The supplier shall ensure continued supply of the spare parts for the machines and systems supplied by them to the purchaser for 10 years from the date of installation and handing over.

**26. Insurance:**

The contractor/firm shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

The contractor/firm shall be responsible till the entire stores contracted for are received and installed in good condition at destination. The risk in this respect shall be covered by the Contractor/firm by getting the stores duly insured for an amount equal to the value of the goods from "Consigner place/ warehouse to Consignee site" on all risk basis..

**27. Corrupt or Fraudulent Practices**

It is required by all concerned to observe the highest standard of ethics during the tender process and execution of contract. In pursuance of this policy, the Company: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tender process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a tender process or the execution of a contract to the detriment of the Company, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Company if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**28. Termination for default**

- i. The Company, without prejudice to any other contractual rights and remedies available to it (the Company), may, by written notice of default sent to the contractor/firm, terminate the contract in whole or in part, if the contractor/firm fails to deliver any or all services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Company.
- ii. In the event of the Company terminates the contract in whole or in part, pursuant to clause 28(i) above, the Company may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the contractor/firm shall be liable to the Company for the extra expenditure, if any, incurred by the Company for arranging such services.
- iii. Unless otherwise instructed by the Company, the contractor/firm shall continue to perform the contract to the extent not terminated.

**29. Termination for insolvency**

If the contractor/firm becomes bankrupt or otherwise insolvent, the Company reserves the right to terminate the contract at any time, by serving written notice to the contractor/firm without any compensation, whatsoever, to the contractor/firm, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Company.

**30. Force Majeure**

- i. For purposes of this clause, Force Majeure means an event beyond the control of the contractor/firm and not involving the contractor's/firm's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- ii. If a Force Majeure situation arises, the contractor/firm shall promptly notify the Company in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Company in writing, the contractor/firm shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- iv. In case due to a Force Majeure event the Company is unable to fulfill its contractual commitment and responsibility, the Company will notify the contractor/firm accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**31. Termination for convenience**

- i. The Company reserves the right to terminate the contract, in whole or in part for its (Company's) convenience, by serving written notice on the contractor/firm at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Company. The notice shall also indicate interalia, the extent to which the contractor's/firm's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- ii. The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's/firm's receipt of the notice of termination shall be accepted by the Company following the contract terms, conditions and prices. For the remaining goods and services, the Company may decide:
  - a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services and compensate the contractor/firm by paying an agreed amount for the cost incurred by the contractor/firm towards the remaining portion of the goods and services.

**32. Resolution of disputes**

- i. If dispute or difference of any kind shall arise between the Company and the contractor/firm in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- ii. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the contract, shall be referred to Chairman & Managing Director of I.D.P.L and his decision/ award shall be binding on both the parties.
- iii. Any dispute arising out in this connection will be subject to Hyderabad Jurisdiction only.

**33. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**34. General/ Miscellaneous Clauses**

- i. The contractor/firm shall notify the Company of any material change would impact on performance of its obligations under this Contract.

- ii. The contractor/firm shall, at all times, indemnify and keep indemnified the Company against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the contractor/firm/its associate/affiliate etc.
- iii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- iv. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- v. The contractor will have to compensate / make good to any damages of the company property / equipment.
- vi. The Contractor/firm shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to anybody else, except with the Company's prior written permission.

**35. Bids should be submitted in sealed envelopes as mentioned below:**

i. **Cover (A)**

Sealed envelope consisting of all the documents mentioned in clause no. 7(i) of Section - 3. All the documents should be self attested and stamped by authorised person. Cover should be superscripted as **"COVER-A" "Tender no. IDP/HYD/ETP/2018-19/01 dt 10.04.2018" "Technical Bid"**.

ii. **Cover (B)**

Sealed envelope consisting of Price Bid, duly signed and stamped by authorised person, in price schedule format of Section-5 of this tender document. Cover should be superscripted as **"COVER-B" "Tender no IDP/HYD/ETP/2018-19/01 dt 10.04.2018" "Price Bid"**.

iii. **Cover (C)**

Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as **"COVER-C" "Tender no. IDP/HYD/ETP/2018-19/01 dt 10.04.2018" .**

**36. This Tender Document shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender, by the Accepting Authority, shall, sign the contract within 15 (fifteen) days from the date of letter of intent/work order.**

**37. VISIT TO SITE**

**Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders as to the nature of the ground, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, facilities for workers and all other services required for executing the work. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions of the tender.**

**SECTION-4**  
**TECHNICAL SPECIFICATIONS**

S.no	Parameter	Standard Range	Typical Repeatability	Accuracy
1	pH	0-14	± 0.01 pH	± 2%
2	Temperature	0-80°C	± 0.1°C	± 2%
3	COD	0-20000 mg/l	± 10 mg/l	± 2%
4	BOD	0-1000 mg/l	± 0.5 mg/l	± 2%
5	TSS	0-1500 mg/l	± 1% of reading or ± 2 mg/l	
6	TDS	0-10000 mg/l	± 1% of reading or ± 2 mg/l	
7	Conductivity	0-2000 µS	± 1 µS	

**Make-M/s Tethys Instruments**  
**Model- UV 500**

## **SECTION – 5**

### **PRICE SCHEDULE**

<b>Sl. No</b>	<b>Short Description of Item</b>	<b>Qty</b>	<b>Unit Rate</b>	<b>Amount</b>
1	Supply, installation and validation of online effluent water quality monitoring system with GPRS data transmission system for CPCB and SPCB server connectivity at IDPL (CETP), Hyderabad. (As per specification mentioned in Section-4) Online monitoring of pH & temperature, COD, BOD, TSS, TDS and Conductivity Analyser.	01 Set		
2	8-Channel online data logging software & hardware with PC one terabyte (1TB)	01 No		
3	Data uploading to CPCB/SPCB server along with PTZ camera set.	01		
3	Total (1+2+3)			
4	GST charges			
5	TOTAL (3+4)			

**Make-M/s Tethys Instruments  
Model- UV 500**

I understand the terms and conditions laid down in the tender document no. IDP/HYD/ETP/2018-19/01 dt 10.04.2018.

Quoted rate should only be in sealed envelope i.e. cover-B. Price bid kept in open condition will result in disqualification of bid.

Rates quoted above are inclusive of all to complete all contractual obligations as mentioned in tender document no. IDP/HYD/ETP/2018-19/01 dt 10.04.2018.

Sign and stamp of bidder