

ANDHRA PRADESH POLLUTION CONTROL BOARD

Door No. 33-26-14D/2, Near Sunrise Hospital, Kasturibaipet, Vijayawada –
520010 Andhra Pradesh.

TENDER DOCUMENT

Issued on 22.11.2019



Tender Number: 104/APPCB/LAB/GEN-Instruments/2019, Date: 21.11.2019.

Tender Subject: e-Tender, inviting bids on behalf of the Member Secretary, Andhra Pradesh Pollution Control Board from the Manufacturer/Suppliers for the supply, installation and commissioning of Mobile laboratories for testing water / effluent quality on real time basis.

PURCHASER:

Attention: Member Secretary

Address: Andhra Pradesh Pollution Control Board,
Door No. 33-26-14D/2, Near Sunrise
Hospital, Kasturibaipet, Vijayawada,
Andhra Pradesh.

Pin Code: 520010

Country: India

Telephone: 0866-2436200

Mobile: 8008403053

e- mail: bvprasad@appcb.gov.in

Website: <http://www.appcb.ap.nic.in>

INDEX OF THE TENDER DOCUMENT

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Part - A

SCHEDULE OF TENDER

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| 1. | Department Name | ANDHRA PRADESH POLLUTION CONTROL BOARD |
| 2. | Circle/Division | Central Laboratory, Door No. 33-26-14D/2, Near Sunrise Hospital, Kasturibaipet, Vijayawada – 520010 Andhra Pradesh. |
| 3. | Tender Number | 104/APPCCB/LAB/GEN-Instruments/2019 |
| 4. | Tender Subject | Supply, installation of Mobile Laboratories for testing water / effluent quality on real time basis. |
| 5. | Period of Contract | As per Tender Document |
| 6. | Form of Contract | As per Tender Document |
| 7. | Tender Type | Open-Rate Contract |
| 8. | Tender Category | Products |
| 9. | EMD / Offer Security | TENDERERS SHOULD SUBMIT THEIR EMD FOR EACH PRODUCT BY WAY OF DEMAND DRAFT DRAWN ON ANY NATIONALIZED / SCHEDULED BANK PAYABLE AT VIJAYAWADA IN FAVOUR OF THE MEMBER SECRETARY, ANDHRA PRADESH POLLUTION CONTROL BOARD. |
| 10. | EMD/Offer Security Payable to | THE MEMBER SECRETARY, ANDHRA PRADESH POLLUTION CONTROL BOARD |
| 11. | Process Fee | Rs. 5,000/- (By way of demand draft) |
| 12. | Process Fee Payable To | THE MEMBER SECRETARY, ANDHRA PRADESH POLLUTION CONTROL BOARD |
| 13. | Start date of online availability of bid document and start date of submission of quotation | 22.11.2019 by 10.30 am |
| 14. | Bid Submission Closing Date & Time | 23.12.2019 by 01.00 pm |
| 15. | Submission of separate DDs towards EMD | SCANNED COPY SHOULD BE UPLOADED WHILE BIDDING AND HARD COPY SHOULD BE SUBMITTED WELL BEFORE OPENING OF TECHNICAL BID |
| 16. | Technical Bid Opening Date | 23.12.2019 at 03.00 pm |
| 17. | Price Bid Opening Date & Time | 30.12.2019 at 03.00 pm |
| 18. | Place Of Tender Opening | Andhra Pradesh Pollution Control Board, Door No. 33-26-14D/2, Near Sunrise Hospital, Kasturibaipet, Vijayawada – 520010 Andhra Pradesh. |
| 19. | Officer Inviting Bids | The Member Secretary, Andhra Pradesh Pollution Control Board |
| 20. | Contact Person | Junior Scientific Officer, Phone: 8008403053 |
| 21. | Address/E-mail id | bvprasad@appcb.gov.in |
| 22. | Contact Details/Telephone, Fax | 0866-2436200 |
| 23. | Procedure for offer submission | <p>The Bidders shall submit their response through e-Procurement platform at www.apecurement.gov.in by following the procedure given below.</p> <p>The Bidders would be required to register on the e-procurement market place https://tender.apecurement.gov.in/login.html and submit their bids online.</p> <p>Offline bids will not be entertained by the Tender Inviting</p> |

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| | | <p>Authority for the tenders published in e-Procurement platform.</p> <p>The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site.</p> <p>The Bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria/technical bids and other certificates/documents in the e-Procurement web site.</p> <p>The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity.</p> <p>The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.</p> <p>1. Registration with e-Procurement platform: For registration and online bid submission, Bidders may contact HELP DESK of M/s. Vupadhi Techno Services Private Limited or https://tender.apecurement.gov.in.</p> <p>2. Digital Certificate Authentication: The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform</p> <p>3. Submission of Hard Copies: After submission of bid online, the Bidders are requested to submit the originals of DD/BG towards EMD, bid processing fee to the Tender Inviting Authority before opening of the price bid and other uploaded documents at the time of concluding agreement. The Bidders shall invariably furnish the original DD/BG to the Tender Inviting Authority before opening of price bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of Bidders.</p> <p>APPCB shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bidders are liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.</p> <p>The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hardcopies to avoid any discrepancy. The Bidders have to attach the required documents after uploading the same as required by Tender Inviting Authority in the tender conditions.</p> <p>4. Payment Of Transaction Fee: It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to M/s APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O. Ms. 13 dated.07.05.2006. Service tax + Bank Charges on the transaction amount payable to APTS shall be applicable.</p> |
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| | | <p>5. Corpus Fund: As per GO Ms No. 4, User Departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs. 10,000 (Rupees Ten Thousand only) for all works with ECV upto Rs. 50 crores and Rs. 25,000/- (Rupees Twenty Five Thousand only) for works with ECV above Rs. 50 crores, from successful Bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-Procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and upto Rs. 10 lakhs</p> <p>6. Tender Document: The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.</p> <p>7. Bid Submission Acknowledgement: The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Andhra Pradesh Pollution Control Board and M/s. APTS are not responsible for incomplete bid submission by users.</p> |
| 24. | General Terms & Conditions | As per Tender Document |

HOW TO APPLY

- Click at www.apecurement.gov.in or <https://tender.apecurement.gov.in> to download e-Procurement notification
- Read the complete document carefully
- Price Bid shall be submitted online only
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.

For any help or technical support on e-Procurement, Bidders may contact M/s Vupadhi Techno Services Private Limited over phone or in person or their helpdesk at:

e-Procurement Help Desk

M/s. Vupadhi Techno Services Private Limited
Flat No.: 407, 4th Floor,
Sreeram's Sneha Avenue,
Near Aravinda School, Kunchanapalli,
Tadepalli (M), Guntur (Dist) - 522501.
Andhra Pradesh.
Phone: +91 8645-246370 / 71 / 72 / 73 / 74

Part – B

ANDHRA PRADESH POLLUTION CONTROL BOARD
Door No. 33-26-14D/2, Near Sunrise Hospital, Kasturibaipet, Vijayawada - 520010
Andhra Pradesh.

Tender No: 104/APPCB/LAB/GEN-Instruments/2019

Date: 21.11.2019.

TENDER NOTIFICATION

Tenders are invited on behalf of the Member Secretary, Andhra Pradesh Pollution Control Board from Manufacturer / Suppliers for the supply of Mobile Laboratories for testing water /effluent on real time basis as specified in the tender document.

SCHEDULE OF EARNEST MONEY Deposit (EMD)

| S. No. | Item Code | Instrument / Equipment | Quantity | EMD (Rs.) | Delivery period | Warranty period (from the date of installation) |
|---------------|------------------|--|-----------------|------------------|------------------------|--|
| 1 | Mobile Lab | Mobile Laboratories for testing water /effluent on real time basis | 3 Nos. | 2,00,000.00 | 45 days | 2 years |

Note (*): EMD has to be paid by way of demand draft in favour of the Member Secretary, Andhra Pradesh Pollution Control Board and the DD shall be handed over to JSO, APPCB after submission through e-Procurement .

The tender system is **TWO BID SYSTEM** i.e. “**Technical bid**” and “**Commercial / Financial Bid**”.

Tender schedule form and conditions of contract can be downloaded from 22.11.2019 by **10:30 AM** from e-Procurement portal. Bidders have to send a Demand Draft for Rs. 5,000/- towards tender processing charges in favour of the Member Secretary, Andhra Pradesh Pollution Control Board. The last date for submission of bid is 23.12.2019 by 01.00 pm.

Sd/-
Member Secretary
Andhra Pradesh Pollution Control Board,

PART – C

TERMS AND CONDITIONS

All Tender Documents attached with this Invitation to Tender including the specifications are **sacrosanct** for considering any offer as complete offer. It is therefore important that each page of the **TENDER DOCUMENTS IS DULY COMPLETED AND SIGNED.**

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| 1. | Purchaser and Inspection Authority | : | The Member Secretary, Andhra Pradesh Pollution Control Board, Door No. 33-26-14D/2, Near Sunrise Hospital, Kasturibaipet, Vijayawada – 520010 Andhra Pradesh. |
| 2. | Supplies required at | : | <p>FREE DELIVERY AT CONSIGNEES LOCATION (Part-E)</p> <p>Bidders are required to quote rates on free delivery at Consignee location basis only. Bidders received on FOR Destination Stations/ Station of dispatch basis or different rates for different destinations shall be summarily rejected.</p> <p>The successful firm shall arrange clearing agent at his own cost for unloading, customs clearance and storage of the equipment from the Foreign Origin, documentation and all the other procedures. The Board will assist the firm wherever required in obtaining clearance of the Equipment through the Customs and provide exemption certificate, if required.</p> <p>Concessional Customs Duty (presently) shall be applicable on the equipment being imported by Andhra Pradesh Pollution Control Board. Necessary exemption certificate shall be issued by APPCB and applicable Custom Duty shall be initially paid by the firm and the same will be reimbursed by APPCB. Further, APPCB is also exempted from paying Excise Duty. Necessary exemption certificate shall be issued by the APPCB.</p> <p>The firm shall also ensure that the shipping documents are received by APPCB in 7 days (3 days in case of shipment from nearby countries/ports like Singapore) prior to the arrival of the consignment at Hyderabad airport. In case of air freighted consignments, documents should be received within 7 days from the date of dispatch. If the documents are not made available as requested, it will not be possible for APPCB to clear the consignments through Customs at the discharging port in time and the same will accrue demurrage. APPCB shall not be responsible for payment of demurrage charges.</p> |
| 3 | Delivery period | : | Within 45 days (or otherwise mentioned at Tender Notification, Part: B) of placement of Firm order for entire quantity. Or as otherwise specified in the tender document. |
| 4 | Dispatch Instructions | : | Supplies are required to be delivered at consignee's location at freight, risk and cost of the supplier as annexed at (Part-E) . |
| 5 | Payment Terms | : | <p><i>a) 80% of contract price to be paid on receipt of Goods and upon submission of the documents,</i></p> <p><i>b) 10% of the contract price paid within 30 days</i></p> |

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| | | | after the date of the Acceptance Certificate and c) Balance 10% of the contract price paid on successful completion of training. |
| 6 | Packing & Marking | : | As per relevant clause of Specification. |
| 7 | Rate quoted by the Firms in online only on full piece basis. | | |
| 8 | Firms should clearly indicate different taxes and duties, which they propose to charge. Offers with such stipulations like 'as applicable' will be treated as vague and are liable to be ignored. | | |
| 9 | Bidders should disclose the name and full address (along with telephone / Fax No.) of the place where the equipment will be manufactured and offer for inspection. In case the Firm is registered, they should clarify whether they are registered as a Manufacturing unit or in any other capacity. In case the registration is as a manufacturer, they should indicate the registration number & place of registration with full address/phone no. of their manufacturing facility. | | |
| 10 | Purchaser reserves the right to increase or decrease the quantity at any stage. | | |
| 11 | Purchaser reserves the right to change the consignee and change the quantity of supplies allotted to them. Purchaser reserves the right to scrap the tender without assigning any reasons at any stage. | | |
| 12 | Purchaser reserves the right to get the manufacturing capacity of all the Firms verified irrespective of their registration status. | | |
| 13 | Technical evaluation: Price bids of only those firms whose technical bids are found acceptable as per technical evaluation will be opened. If the supply is found inferior / which doesn't fulfill the criteria of specifications mentioned, the entire consignment will be rejected at the cost, risk and freight of the supplier. | | |
| 14 | The price bid of eligible Firms will be opened and order would be considered on the lowest bidder (s) subject to their capacity and performance, etc. based on fulfillment of technical conditions and commercial conditions. | | |
| 15 | <p>(a) Only reputed Manufacturers specified in Tender Specifications as brought out in Part-D of Tender document should respond. In countries where manufacturers are authorized to export the equipment only through their authorized Dealers, Govt. marketing agencies, such agencies are allowed to bid. The Bidder must furnish certificate with their tender from manufactures and their Govt. certifying authenticity as above, failing which their tender will be summarily rejected. The foreign manufacturers of the tendered store will also have to give details in the tender document of the after-sales-service to be provided after expiry of warranty period.</p> <p>(b) Offer from Firms whose business activities are limited to procuring items from manufacturers, both Indian and foreign and supplying the same to purchaser having no after sales service back up will not be entertained.</p> | | |
| 16 | LIQUIDATED DAMAGES: In case, the Firm does not complete the supply within delivery period, liquidated damages will be charged @ 5% of the total cost of items ordered on the Bidder and if required, action will be taken against the Firm to Blacklist it and also for forfeiture of its Security Deposit. | | |
| 17 | SECURITY DEPOSIT AND PERFORMANCE GUARANTEE SECURITY: <p>a. As per Article 129 (A) of A.P. Financial Code Vol-I, the successful bidder will be required to furnish a Security Deposit of 15% of the total value of the contract, in two D.Ds of 10% and 5% each.</p> <p>b. The Security Deposit (10%) will be returned after the completion of the supplies within the</p> | | |

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| | <p>delivery period to the satisfaction of the consignee. In case of failure of supply within the delivery period Security Deposit (10%) will be forfeited.</p> <p>c. The remaining (5%) of Security Deposit shall continue to be with the consignee as performance guarantee.</p> <p>d. The Performance Guarantee is against violation of any conditions as regards-</p> <ol style="list-style-type: none"> 1. Undertaking as to title 2. Sales by Description/by Sample. 3. Quality and fitness by usage of trade and for Buyer's Purpose. 4. Merchantability. 5. All Customary Guarantees and Warrantees. 6. Misrepresentation, if any done by the vendor. <p>The successful bidder will have to enter into an "pre-contract Agreement integrity pact" with the Member Secretary, Andhra Pradesh Pollution Control Board, Vijayawada – 520010 for the performance of the contract on Rs.100/- stamped paper of Andhra Pradesh or Government of India, the cost of which has to be borne by the supplier. The agreement bond should be submitted within 4 days from the date of receipt of intimation letter from this office.</p> <p>a. If the article(s) are damaged within the warranty period and not replaced within one month, the bidder will be penalized to the extent of twice the cost of damaged articles.</p> <p>b. If the final value mentioned in the 19 (d) exceeds the 5% Performance Guaranty value, then the bidder shall make the difference good.</p> <p>c. Upon completion of warranty period successfully Performance Guaranty 5% will be returned to the bidders.</p> <p>d. The bidder shall submit an undertaking for the Performance Guarantee.</p> |
| 18 | <p>Eligibility Criteria :</p> <p><u>Qualifying criteria:</u> Only bonafide firms having experience in the relevant field for at least 3 years need only apply. While submitting the tender, the bidder shall furnish the following certificates or documents to this Board:</p> <ol style="list-style-type: none"> i. Proof of supply of said instruments of the quantity mentioned in the tender in any one of the last 3 financial years to the Pollution Control Board / central / state govt. / semi Govt. / institutes / PSU / reputed organizations. Purchase orders and Performance certificates shall be submitted along with the bid. ii. Annual turnover of the firm shall be not less than Rs. 5.00 crores for the last two years 2017-18 & 2018-19. Annual turnover certificate of the firm certified by Chartered Accountant during each year of last two financial years shall be submitted. iii. The authorized service agent of original equipment manufacturer must have Service Centre in Andhra Pradesh / Hyderabad with qualified staff. iv. The bidder must have entered annual maintenance contract at least for one year. |

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| | <p>v. Valid income tax returns, VAT and any other tax as applicable for last two years.</p> <p>vi. Details of the firm or company in case of partnership firm.</p> <p>vii. Ink-signed certificates of authorized dealer / distributor / channel partner for supply of laboratory equipments on letter head of original equipment manufacturers must be enclosed. Otherwise, the bids will be rejected.</p> <p>viii. Technical bid must be accompanied with bid security which shall remain valid for a period of atleast 180 days.</p> |
| | <u>SUBMISSION OF BID</u> |
| 19 | The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by English translation of its pertinent passages in such case, for the purpose of interpretation of the bid, English translation shall govern. |
| 20 | The Bidders are requested to quote excise duty excluded price in item-wise and total price of each instrument separately indicating the Govt. levies, freight, insurance, installation charges and other expenditure item-wise F.O.R. APPCB/Locations as indicated in the Part-E of this document. No C/D form will be issued against VAT. The bidders are expected to examine the bidding documents carefully and are deemed to have received and read all documents. It shall be the responsibility of the bidder to request the copies of any missing documents. Failure to do so will be at bidder's risk. |
| 21 | It may be noted that mere quoting lowest rates will not entitle any firm to get the order. |
| 22 | The quality of the item being offered, the past performance supply, etc. will also be taken in to consideration. Prior to award of purchase order the buyer can call any details, explanation, regarding technical & financial aspect. |
| 23 | IMPORTANT BIDDER SHALL QUOTE THE RATES FOR THE MOBILE LABORATORY IN TOTALITY i.e. VEHICLE, ROOF TOP SOLAR PANELS, INVERTER, BATTERIES, ANALYZERS / EQUIPMENT, REQUIRED ACCESSORIES, ETC., FABRICATION, IF REQUIRED. |
| 24 | The rates should be quoted both in words and figures. |
| 25 | Arithmetical error will be rectified on the following basis: If there is discrepancy between the unit price and total price that is obtained by the multiplying the Unit Price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount mentioned in words will prevail. |
| 26 | Conditional Tenders will be rejected without assigning any reason. |
| 27 | To assist in the examination, evaluation and comparison of bids, the buyer may, at its discretion, ask the Bidder for a clarification of its bid. However, no change in the price or substance of the bid shall be sought, offered, re-permitted |
| 28 | Eventual suggestions for modification or subsidiary Tenders are principally not admissible. |
| 29 | The specification are clearly mentioned in the document and the Bidders are requested to submit Bid only if their offer strictly comply to these specifications. Please note that no deviation in the required specification will be permitted. The bidding for the instruments having different specification |

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| | will be on Bidder's risk as the Board will not entertain such Bids. BIDS CARRYING THE STATEMENT LIKE "SPECIFICATION AS PER TENDER DOCUMENT" SHALL NOT BE ENTERTAINED. THE PRODUCT SPECIFICATIONS SUPPORTED BY TECHNICAL LITERATURE AND LIST OF USERS MUST BE ENCLOSED. |
| 30 | The placement of work order / purchase order will be according to technical evaluation of the Tender and after consideration of its price worthiness. |
| 31 | The price to be given in the Tender are fixed prices, irrespective of rise in Materials prices and increase in taxes etc., till complete the delivery of items. No request in regard to increase in the price of instruments or in taxes etc. will be entertained after the submission of the tender. |
| 32 | With the submission of the Tender, the Bidder accepts the conditions of the Tender. |
| 33 | The installation of the instruments is the entire responsibility of the supplier. It must be done either by the principal / supplier or their authorized agents within one month of the receipt of the instruments by the Board. The supplier or Agent should be in touch with the Laboratory Section of the Board to know the exact day of receipt of stores supplied/dispatched by them. |
| 34 | If the instrument supplied is not in conformity with the specification other than asked for, it will have to be replaced at the risk and cost of the supplier. No freight and other charges will be paid by the Board. |
| 35 | Bidder shall quote the rates for the Mobile Laboratory along with all equipment/ instruments, accessories and fabrication, if required. |
| 36 | The bidder should attach a separate list for the consumable / spares required for smooth operation of the instrument at least for three years (as optional items) and two copies of trouble shooting manuals, electric circuits etc. along with the bids. |
| 37 | The bidder should provide a complete list of spares and consumables required for operation and maintenance of the instruments along with the price list. The cost of spares shall be taken into consideration while evaluating the financial offers. |
| 38 | Annual maintenance contract: The bidder should quote the charges for annual maintenance contract after the warranty period for the instrument listed in Part-D of this tender document. |
| 39 | The instrument for which Tenders are invited will have to be supplied within 30 (or otherwise mentioned at Tender Notification, Part: B) days from the date of issue of purchase order. In the case of non-observance of the delivery period, the order will be cancelled. |
| 40 | The after sales service is most important to be considered for comparison bids .The firms who do not have Indian / local Agents to provide after sales and service during warranty period will not be considered. After sale service, must be provided at the premises of the laboratory by the manufacturer or authorized service provider. The instrument will not be sent to service providers for repairs. |
| 41 | At any time prior to the deadline for submission of bids the buyer may for any reason whether at it's own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by an amendment. |
| 42 | The Amendment, if any will be brought to the notice in writing or by fax or cable to all concerned Bidders who have purchased the bidding documents and will be binding on them |
| 43 | The Bidder shall quote the price preferably in Indian Rupees item-wise i.e., basic price, taxes, packing forwarding, handling and installation charges etc. The charges must be quoted clearly and not in vague terms like "As Actual" "Approx" etc. However, the Bidder may express the bid price in the currency of any country. If the Bidder wishes to be paid in a combination of amounts in different currencies, the bidder may quote price accordingly but shall use no more than three currencies including Indian Rupees. |

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| 44 | The Packing, Forwarding, Insurance, Transportation & Installation including training charges if any must be quoted separately for each item according to the place of delivery as mentioned in the schedule at Part-E. The supplier will be held liable for any damage, theft or loss during transit. The instruments are to be dispatched to the respective places directly and to be installed there by the supplier under intimation to the, APPCB Office at Door No. 33-26-14D/2, Near Sunrise Hospital, Kasturibaipet, Vijayawada – 520010 Andhra Pradesh. The prices should be quoted FOR APPCB/designated location mentioned in Part-E. |
| 45 | In case of foreign suppliers, the delivery of instruments / equipments shall be at Hyderabad or Part-E. The price indicated should be on CIP basis for imported items. The bidder shall note that proforma invoice is separately prepared for each instrument / item. |
| 46 | The warranty / guarantee of the instrument / equipment should be clearly mentioned in the Bid. |
| 47 | <p><u>Commercial / Price Bid Stage :</u></p> <p>PRICES TO BE QUOTED IN ONLINE ONLY</p> <p>a) <u>The rates quoted in the bid are final and no negotiations will be held at any level in future.</u></p> <p>b) The decision of the Member Secretary, Andhra Pradesh Pollution Control Board shall be final as regards the acceptability of tendered articles and items / equipment to be supplied by the Bidders and shall not be required to give any reason in writing or otherwise at any time for rejection of the Bidders or articles.</p> <p>c) Financial bid stage of those successful in Technical Bid stage will only be opened and L1 will be invited to supply the items / equipment, subject to other conditions of this tender.</p> <p>d) The acceptance of the tender will be intimated to the successful bidder only.</p> |
| 48 | <p>SETTLEMENT OF DISPUTE, ARBITRATION</p> <p>a. All disputes or difference arising out of or in connection with the contract and supply of any item/equipment assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of three (3) arbitrators appointed by the Member Secretary, Andhra Pradesh Pollution Control Board. The arbitrators shall elect an umpire among them. In case of failure of the two arbitrator appointed, to reach upon a consensus, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the Government Servants and had any interest in the Board or the contract entered into directly or indirectly. In all cases, the arbitrator shall state their reasons, award/decision in writing of an amount of claim in dispute is Rs.50,000/- and above, subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 or any 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 this clause. Arbitration proceeding shall be held at Hyderabad, India. The Cost and expenses of Arbitration proceedings shall be borne by the party invoking the Arbitration clause.</p> <p>b. It is a term of the contract that the party invoking the arbitration shall specify the dispute for disputes to be referred to the arbitration under this clause together with the amount or amount claimed in respect of each such dispute.</p> <p>c. It is also a term of the contract that if the supplier (s) do not make any demand for arbitration in respect of any claim (s) or dispute in writing within 90 days of submission of the final bill for payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the Board will be discharged and released of all liabilities under the contract in respect of these claims.</p> |

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| 49 | Laws and regulations: The courts at Hyderabad shall have exclusive jurisdiction to entertain and try all matters arising out of this contract. |
| 50 | <p>FORCE MAJEURE</p> <p>Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil, wars, strikes, fire frost, floods, riots and acts of usurped power. Only those causes which have a duration of more than 7 calendar days shall be considered cause of force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Vendor to the owner by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of owner. In the event of such cancellation the vendor shall refund any amount advanced or period to the vendor by the Purchaser and delivery back any material issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.</p> |
| 51 | <p>IMPORTANT INSTRUCTIONS</p> <p>a) GUARANTEE / WARRANTY: Except as otherwise provided in the invitation to the tender, the contractor shall declare that the laboratory instruments / equipment supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said instruments / equipment would continue to conform to the description and quality aforesaid for a period of warranty from the date of delivery of the said instruments / equipment to the purchaser notwithstanding the fact that the purchaser (Inspecting Authority) may have inspected and/or approved the said instruments / equipment. If during the aforesaid period of warranty, the said instruments / equipment be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and purchaser shall be entitled to call upon the bidder to rectify the instruments / equipment or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the instruments / equipment from the date of rectification thereof. In case of failure of the bidder to rectify or replace the instruments / equipment etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the bidder for such defective instruments / equipment</p> <p>b) In the event of contract being cancelled for any breach committed and the purchaser affecting re-purchase of the instruments / equipment at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.</p> <p>c) Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire instruments / equipment contracted for, arrive in good condition at the destination. The consignee, as soon as possible but not later than 30 days of the date of arrival of the instruments / equipment at destination, notify to the contractor any loss or changes to the stores that may have occurred during the transit.</p> <p>d) Bidders who are past suppliers of the item as per T/E Specification should submit their performance statement in enclosed Proforma. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.</p> <p>e) GOVT. POLICY The purchaser reserves the option to give a purchase/price preference to offers from the public sector units and / or from other Firms in accordance with the policies of the</p> |

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| | Govt. from time to time. |
| 52 | <p>CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY</p> <p>a) All Firms are required to deposit EARNEST money equivalent to the amount as mentioned in the Tender Schedule Part-B, failing which their offer will be summarily rejected.</p> <p>b) The Earnest Money shall be deposited the form of a crossed bank draft drawn in favour of the Member Secretary, Andhra Pradesh Pollution Control Board.</p> <p>c) The earnest money shall be valid and remain deposited with the purchaser for the period of 1 year from the date of tender opening. If the validity of the tender is extended, the DD submitted in lieu of Earnest money will also be suitably extended by the Bidder, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser.</p> <p>d) No interest shall be payable by the purchaser on the EM deposited by the Bidder.</p> <p>e) The Earnest Money deposited is liable to be forfeited if the Bidder withdraws or amends impairs or derogate from the tender in any respect within the period of validity of his tender.</p> <p>f) The earnest money of the successful Bidder shall be returned after the Security Deposit as required in terms of the contract is furnished by the Bidder.</p> <p>g) If the successful Bidder fails to furnish the Security Deposit as required in the Contract within the stipulated period, the Earnest Money Deposit is liable to be forfeited in favour of the Tender Inviting Authority.</p> <p>h) EMD of all the unsuccessful Bidders shall be returned by the purchaser as early as possible after the expiry of bids validity, Bidders are advised to send a pre receipt challan along with their bids so that refund of Earnest Money can be made in time.</p> <p>i) Any tender, where the Bidders is required to deposit Earnest Money in terms of Conditions mentioned in preceding paras, not accompanied with Earnest Money in any one of the approved forms acceptable to the purchaser, shall be rejected.</p> |

53. Tender Schedule:

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|---|---|---|---------------------------------|
| 1 | Opening Date & Time of downloading of tender document | : | 22.11.2019 by 10.30 AM |
| 2 | Pre-bid meeting | : | 29.11.2019 at 11.00 AM |
| 3 | Last date for downloading tender document | : | 22.12.2019 at 12.00 noon |
| 4 | Last date of Submission through e-Procurement | : | 23.12.2019 at 01.00 PM |
| 5 | Technical Bid Opening Date | : | 23.12.2019 at 03.00 PM |
| 6 | Opening date of financial bids of technically qualified bidders | : | 30.12.2019 at 03.00 PM |

Sd/-
Member Secretary
Andhra Pradesh Pollution Control Board

PART – D
Technical specifications for the equipment / instruments

| | |
|-------------------|---|
| Item code no. | MOBILE LABORATORY |
| Tender notice no. | Tender Number: 104/APPCB/LAB/GEN-Instruments/2019, Date: .11.2019. |
| Quantity | Two (3) numbers |

Technical Specifications

MOBILE, WATER AND AIR QUALITY MONITORING LABORATORY

| S. No. | Item | Qty | Make/Specifications/Capabilities |
|-------------------|---|--------|---|
| I. Vehicle | | | |
| 1 | Vehicle | 3 Nos. | Isuzu D-Max LS-A 3.0 L 4x4 MT |
| 2 | Modification of open cargo compartment of the vehicle (boot) | 3 Nos. | Tailor made roof cover to accommodate roof top solar panels, Inverter, batteries, analyzers / equipment, required accessories, etc. |
| 3 | Design and fabrication features of the vehicle for mobile laboratory: | | |
| | <ol style="list-style-type: none"> 1. Vehicle would conform to latest rules and regulations of Road Transport Authority. 2. The designer / fabricator should have sufficient experience in designing & fabricating such mobile vans and must have experience of supplying it to major pollution control boards and reputed public sector under takings and reputed private environmental laboratories also and shall produce the proof. 3. The vehicle should have GPS tracking facility and Wi-Fi facility so that its movement can be monitored from Head Office. Integrated GPS & 3G modules for location tracking and wireless communication. 4. Vehicle Maintenance, servicing & operation of Mobile Lab will be in the scope of APPCB. 5. Salary of the Driver and Scientist handling the Mobile Laboratory will be in the scope of APPCB. | | |

| II Specifications for Analytical equipment / instruments for mobile lab | |
|--|---|
| Item Description | Specification |
| COD / BOD, pH, Temperature, TSS, TDS / EC Analyzers | APPCB requires analyser for monitoring water / effluent quality for measurement of COD / BOD, pH, Temperature, TSS, TDS / EC parameters on real time basis, which meets US EPA 415.3 EPA600/R-09/122 requirements. The analyser equipment shall have the facility to communicate real-time measurement data of all parameters to the central server of APPCB. Vendor has to assure RS232 or RS485 output port. Vendor has to supply complete analyser system as per detailed specification mention below. |
| | Vendor has to provide complete analyzer with the Sample Handling system. The mobile laboratory will be moved to industries and the analyser system will be fixed temporarily for few hours during the discharge of effluents through marine outfall. The power requirement for the analyzers shall be met from the solar panels provided on the rooftop of the mobile laboratory. |
| Model of the analyser system | Vendor to specify |
| Make of the analyser system | Vendor to specify |
| Analyzer Type | Cabinet Type, Multiparameter & with expansion capability /Sensor Type |

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| Measuring Principle | COD / BOD / TSS: UV-VIS Spectroscopy Temperature with PT 100/1000 Sensor. pH, and Conductivity / TDS by Electrochemical method |
| Measuring Range | COD:0 - 1000 mg/l |
| | BOD:0 - 500 mg/l |
| | TSS:0 – 500 mg/l (Repeatability +/- 1 of reading) |
| | pH: 0 – 14 (Repeatability +/- 0.1pH) |
| | TDS : 0-35,000 mg/l |
| | Temp: 0 - 50° C |
| Operating Pressure | Vendor to specify |
| Operating Temperature | Sample temperature: 0 °C to 50 °C |
| Operating Flow | Vendor to specify |
| Enclosure protection | IP65, stainless steel with epoxy coating |
| Communication | - RS232 or RS485 output -USB port required for USB/ pen drive connection |
| Memory | 5000 records with date and time |
| Display | Color TFT LCD, resolution: 320 x 240 pixels LED backlight Resistive touch screen. It should have touch screen display. |
| Measuring time/Response time | 1 Min Programmable |
| Measuring Cycle | Continuous |
| Power supply | 90- 264 VAC 50/60 Hz |
| Cleaning method | Automatic. Analyzer should have facility to start cleaning cycle automatically as per user defined time interval. |
| Calibration requirement | Zero Calibration: should have auto zero calibration facility. Analyzer should have facility to start auto zero calibration as per user defined time interval. Span Calibration: Should be perform as per laboratory measurement data. |
| UV Light Source | Xenon Flash Lamp |
| USB Port | Analyzer should have USB port for download store measurement data. |
| Expandability of measurement | Analyzer should have facility to expand measurement to meet future compliance requirements (if any). Analyzer should have capability to add parameters like NO3, NH3, F and Color. Analyzer should have capability to add other parameters as mention below: |
| Additional Features | Should have Automatic Zero calibration facility which can be programmable as per user defined interval. |
| | UV source should be Xenon flash lamp having life more than 10 years. |
| | Analyzer should be a compact and cabinet type for easy handling, operation, maintenance & troubleshooting. |
| | USB port for downloading stored measurement data. |
| | Should have robust flow cell which allows very high level of suspended solid without clogging and also suitable for highly corrosive water Sample. |
| | Should have automatic turbidity compensation facility by a dual wavelength |
| | USB port is required for recorded measurement download, screen copy function (easy troubleshooting) & software update |
| | |
| Eligibility Criteria | |
| Certificate | The analyzer should have TUV/MCERT/USEPA Certification |
| CE Certification | CE, EN61010-1, EN61326 |
| Compliance to International Standards & Methods | US EPA 415.3 as per EPA/600/R-09/122 |
| | Most Preferred Direct Manufacturer/ In case of Distributor then Exclusive 10 Years Distribution Certificate is required from Original Manufacturer. |
| Standard supply | 1. Analyzer for the measurement of COD/ BOD, pH , Temperature, TSS, TDS/EC |
| | 2. Free standing panel |
| | 3. Sample pump |
| | 4.Tubing for drawing sample up to analyzer pump |
| | 5. Data acquisition system with software for transmission of data to 3 different locations. |
| | 6. Operation & maintenance manual |
| | 7. Manufacturer test certificate |
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| Warranty for the analyser system | Two years from the date of installation and commissioning. |
| AMC | The bidder shall quote AMC for 3 years which shall start from the date of expiry of two years warranty. |

PART – E

LOCATION OF DELIVERY AND INSTALLATION OF INSTRUMENTS

| S. No. | Zonal Office | Zonal Lab / Regional Office | Mobile Laboratory |
|---------------|---------------------|------------------------------------|--------------------------|
| 1 | Visakhapatnam | Regional Office, Visakhapatnam. | 1 |
| 2 | | Regional Office, Vizianagaram. | 1 |
| 3 | | Regional Office, Srikakulam | 1 |
| Total: | | | 3 |