

**MINUTES OF TENDER COMMITTEE MEETING**  
**(e-Tender no. 975; “Supply, installation, commissioning, operation & maintenance services of Continuous Ambient Air Quality monitoring stations (CAAQMS) in Maharashtra”)**

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**Date & Time** : 17th July 2018 at 1500 Hrs.

**Venue** : Conference Room, MPC Board, Sion.

**Committee Members:**

MPCB : JD (APC), CAO, LO, SA  
CPCB : Mr. S K Sharma  
NEERI : Dr. K V George, Head APC Division CSIR-NEERI  
MAHAGENCO: Mr. P P Bhoje, MAHAGENCO

**Agenda** : Pre-bid meeting for the e-tender: “Supply, installation, commissioning, operation & maintenance services of Continuous Ambient Air Quality monitoring stations (CAAQMS) in Maharashtra”. (E-tender no: 975; Tender reference no: MPCB/JD (APC)/01/2019-20)

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The pre-bid meeting was held to resolve the queries raised by the different bidders, following bidder were present in the pre-bid meeting

- 1) M/s ACOEM ECOTECH India Pvt. Ltd.
- 2) M/s Envirotech Equipments Pvt. Ltd
- 3) M/s Environment SA India Pvt. Ltd
- 4) M/s Thermo Fisher India Pvt. Ltd.
- 5) M/s Swan Environmental India Pvt. Ltd and
- 6) M/s Chemtrols Industries Pvt. Ltd.

The Committee clarified the queries raised by the bidders and same are recorded. The Queries raised by above bidder with tender committee remarks are placed at Annexure-I.

The committee has also decided that, pre-bid minutes of the meeting should be treated as part of the Tender Conditions of e-tender 975 and shall be binding to both, MPCB and Bidders.

The committee has also decided that, the queries raised / received after this pre-BID meeting, shall not be considered for e-tender bidding.

The meeting ended with vote of thanks to the chair.

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### Annexure-I.

Sr. no.	e-tender Page no.	e-Tender Clause no.	Description in e-Tender (In short)	Clarification / request raised by bidders	Resolution to the Queries by Committee
1.	26 of 253	ITB Clause 4.4 (1)	EMD amount mentioned is Rs.1.22 crore (Rupees One crore Two lakhs only.) whereas in ITB clause it is mentioned as Rs. 1.2 crore in amount of INR (One crore twenty lakhs only)	Kindly clarify the EMD amount	The amount should be read as 1.22 crore only.
2.	27 of 253	ITB Clause 4.5	Validity of bid is mentioned as one twenty (180 days)	Kindly clarify the validity of bid.	The period should be read as 180 days.
3.	123 of 253	SCC Clause 6.1	Equipment to be supplied from Foreign country: Delivery Period for all the packages shall be 120 days from the date of the opening of Letter of Credit (L/C). Further transportation to the site where the CAAQMS's is to be installed and commissioned shall be completed by the contractor within Sixty (60) days from the date of arrival of equipment at port of de-embankment.	Looking at the scope of the work, we request delivery be within 150 days from date of opening of Letter of credit (L/C). Installation and commissioning be within 90 days from the date of arrival of equipment at the port of de-embarkment. We request your acceptance	No change in tender conditions.
4.	123 of 253	SCC Clause 6.2	Equipment to be supplied from India: All the equipment shall be received at Continuous Ambient Air Quality Monitoring Station Sites within 120 days from the date of notification of award and are to be installed	Looking at the scope of work, we request delivery be within 150 days from the date of notification of award and installation and commissioning be within 90 days	No change in tender conditions.

			and commissioned within sixty (60) days from date of receipt at site.	from date of receipt at site. We request your acceptance.	
5.	126 of 253	SCC Clause 11.0	The Contractor shall complete all the Works up to installation and commissioning of CAAQMS's within 180 days after the date of opening of Letter of Credit (LC).	Looking at the scope of work, we request completion of all the works upto installation and commissioning be within 240 days from the date of opening of Letter of Credit (LC).We request your acceptance.	No change in tender conditions.
6.	Vol. II, 156 of 253	Air Conditioner 2.1	AIR CONDITIONER Type: 3 Nos. split type, roof mounted of 5 star rating with an automatic timer. Separate Voltage stabilizer will be provided with each unit.	Since AC with 5 star rating is not available in the market anymore, we prefer to quote split type wall mounted AC with inverter. Kindly, confirm your acceptance or clarify.	No change in tender specification. Bidder has to provide 5 star split AC unit. However, wall mounted is accepted.
7.	Vol. II, 157 of 253	Clause 3.1,3.1.4 & 3.2, 3.2.6	Single phase 10 kVA UPS along with Automatic Delayed Restoration Device (ADRD) with 1 hour backup in full capacity should be provided for the smooth operation of one 2 Ton capacity split AC at the station. (230 V AC)	Kindly, clarify the battery backup time. For 10 kVA UPS 3 phase input supply is required as per the manufacturer standard. Required input voltage 415 V AC.	The backup time will be 4 hour for Single phase 10 kVA and 5 KVA UPS.
8.	Vol. I, 93 of 253	Section IV, Attachment 3	BID PRICE BREAKUP FOR EQUIPMENT (CIF) PRICE. Sr.No.14 &15	Kindly, clarify the battery backup time.	The backup time should be read as 4 hours.
9.	Vol. II, 156 of 253	Clause 1.9.1	Security Cabin (Optional)	Optional security cabin is mentioned specifications, however the same is not reflecting in Volume I, Section 4 Form of Financial Bid Price Breakup for	The unit cost of the security cabin must be quoted separately as optional item and it will be considered, as

				Equipment (CIF).Kindly, clarify where should be the price for the same mentioned.	per the requirement at specific site.
10.	Vol. I, 49 of 253	Clause 10.0	The supplier shall provide the training to the Board staff for minimum two (2) weeks to three (3) persons per site (maximum) after the performance test and commissioning.	Same is not reflecting in Volume I, Section 4 Form of Financial attachment 3 Bid Price Breakup for Equipment (CIF). Kindly, clarify where should be the price for the same mentioned.	There should be a separate price tag for number of persons trained per site in India (locally) and shall be added separately, and same will be considered for price bid comparison / competition.
11	Vol. I, 12 of 253	IFB Clause 2, 2.3.	2.Bid is open to any bidder who is a reputed manufacturer or authorized representative of the manufacturer, who on its own or along with his associate as O & M partner meets the qualifying Requirements stipulated hereunder for participation in the tender.  2.3 Bidder or their authorized representative should have adequate financial capability to execute the contract and should be profitable for each of the past 3 years ending 31st March, 2019. Average turnover of the bidder for last three years not less than INR 75 Cr as per Attachment 8A of section III.	Its contradicting with its sub-clause 2.1 / Clause is not clear	Committee has clarified the query, and there will not be any change in tender conditions under IFB clause.
12	Vol. I, 20 of 253	ITB Clause 2.5 (2.5.1 to 2.5.7)	Qualifying Requirements of Bidders:  This invitation for the Bid is open to any bidder who is a reputed manufacturer or authorized representative of the manufacturer, who on its own or along with his associate as O&M	This clause with its multiple combinations on Qualifying Requirements narrows down the competition. Hardly one or two suppliers may meet the QR as	Committee has clarified the query, and there will not be any change in tender conditions under ITB clause 2.5.

			<p>partner meets the Qualifying Requirements stipulated hereunder for participation in the tender.</p> <p>The bidder should be a manufacturer or authorized agency as listed in the scope of work who must have manufactured, supplied, tested and commissioned minimum twelve (12) nos. similar air monitoring stations for monitoring all notified parameters as per AQ Standards 2009 in any one year of the last three years which should be in satisfactory operation.</p>	<p>others may find themselves not meeting QR despite years of experience, hundreds of successful installations under their belt.</p> <p>We therefore request you to amend the clause on the lines of similar clause used by CPCB in their recent tenders.</p> <p>All queries under ITB clause 2.5.</p>	
13	Vol. I, 32 of 253	ITB Clause 6.5	<p>Currencies of Bid</p> <p>The unit rates and the prices shall be quoted by the bidder separately in any one of International trading currencies for the equipment, which the bidder proposes to Supply. {Euro (EUR), Great Britain Pound(GBP), Indian Rupee(INR),US Dollar (USD), Japanese Yen(YEN)}</p>		No Change in tender conditions. Any foreign currency along with INR be allowed
14	Vol. I, 15 of 253	ANNEXURE - I	Automatic Ambient NOx and NH3 Analyzer	<p>Its contradicting with Schedule requirement of Page 152 of 253</p> <p>It is strongly recommended to have two separate analysers for NOx and NH3. Otherwise one unit, if</p>	Supply separately as per the technical specifications (Page 163 of 253).

				goes, other break down will affect 2 parameters.	
15	Vol. I, 110 of 253	Clause no 25.2	The payment shall be made promptly by the Board but in no case not later than sixty (60) days after submission of invoice or claim by the contractor.	We request that payment shall be made by the board in maximum 30 days from submission of invoice / claim by bidder instead of 60 days. Please confirm.	No Change in tender conditions.
16	Vol. I, 115 of 253	Clause no 37 (a)	Presently, Concessional Customs Duty (CCD) shall be applicable on the equipment being imported by Maharashtra Pollution Control Board. Necessary exemption certificate shall be issued by MPCB and applicable Custom Duty after claiming concession, if any such Custom Duty shall be paid/reimbursed by MPCB at actuals.	Please confirm the Concessional Customs Duty applicable	Confirmed, As applicable
17	Vol. I, 128 of 253	Clause no 13.2	<p>Terms and Conditions of Payment</p> <p><b>(a) <u>Payment for goods and services (excluding O&amp;M charges) supplied from abroad:</u></b></p> <p>i) <b>On shipment:</b> Eighty (80) percent of the contract price of the Goods shipped shall be paid through irrevocable Letter of Credit opened in favour of the supplier in a bank in his country and upon submission of the documents specified in</p>	We request for Payment Terms as: i) On Delivery: Ninety (90) % of the contract price shall be paid (Through LC) on receipt of Goods and upon submission of the documents specified in Clause 5.2 (2) of SCC: and ii) On Final Acceptance: Balance Ten (10) percent of contract price of the equipment including 100% of the local costs, incidental cost, costs of training after satisfactory completion of installation &	<p>Committee clarified that Board will open the 100% LC for Imported items and 100% LC for Indigenous products. The payment will be released through LC as per tender condition Clause no 13.2</p> <p>100 % of Local costs, Incidental cost, cost of training etc. shall be paid after satisfactory completion of installation and</p>

		<p>sub-clause 5.2 (1) of SCC including: (i) Packing list and (ii) Supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with and</p> <p>ii) <b>On Final Acceptance:</b> Balance Twenty (20) percent of contract price of the equipment including 100% of the local costs, incidental cost, cost of training after satisfactory completion of installation &amp; commissioning including Training (to be certified by the Board) of all the Equipment of the package at specified site(s) and submission of acceptance certificate as per Attachment 3 of SCC.</p> <p>iii) 100% Payment of local currency portion including agency commission shall be paid after satisfactory completion of installation &amp; commissioning including Training (to be certified by the Board) of all the Equipment the at specified site(s).</p> <p><b>b) <u>Payment of goods and services (excluding O&amp;M charges) supplied from India.</u></b></p> <p>i) <b>On Delivery:</b> Eighty (80)% of the contract price shall be paid</p>	<p>commissioning including Training (to be certified by the Board) of all the Equipment of the particular package at specified site and submission of acceptance certificate as per Attachment 3 of SCC. Please confirm</p>	<p>commissioning of CAAQM stations through NEFT/RTGS/DD/Cheque.</p>
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		<p>(through LC) on receipt of Goods and upon submission of the documents specified in Clause 5.2 (2) of SCC: and</p> <p>ii) <b>On Final Acceptance:</b> Balance Twenty (20) percent of contract price of the equipment including 100% of the local costs, incidental cost, costs of training after satisfactory completion of installation &amp; commissioning including Training (to be certified by the Board) of all the Equipment of the particular package at specified site and submission of acceptance certificate as per Attachment 3 of SCC.</p> <p>(c) Payment of Operation and Maintenance charges:  O&amp;M cost of each year shall be paid after end of every quarter in equal installments based on submission of required air quality report as per annexure X1 to X5 along with data obtained from calibration documentation. Any penalties applicable if any as referred in Scope of Work for O&amp;M Contract and as per notification of award of contract shall be deducted from the quarterly payment.</p> <p>(d) i) Where payments are to be effected</p>		
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			<p>through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for documentary credit, of the International Chamber of Commerce.</p> <p>ii)The LC will be confirmed at Supplier's cost if requested specifically by the supplier;</p> <p>iii)If LC is required to be extended/ reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the suppliers account.</p> <p>iv) Any expenditure for the operation of LC out - side India shall be borne by the beneficiary.</p>		
18	Vol. II, 160 of 253	Clause no 4.6	<p>The analysers should be complete with calibration system. The calibration system Should be delivered along-with respective span gas cylinder and permeation tubes. The span gas concentration should be within 60 - 90% of first measuring range. The analyser must have zero point internal calibration system and in agreement with minimum detection limit of each analyser. The calibration procedures are to integrated into the software system for automatic calibration.</p>	<p>As per USEPA it is recommended that calibration of all analyzers be done using calibration gas cylinders</p> <p>Instead of permeation tubes as we can get three point/multi-point calibration using calibration gas cylinders – which helps to check linearity of the analyzer whereas with permeation tubes it is single point calibration. Hence, in view of above we request for removal of permeation tubes from scope of supply and calibration of all analyzers shall be by calibration</p>	<ul style="list-style-type: none"> <li>• The committee has review the latest update of Technical specifications of CPCB, wherein, CPCB has removed the requirement of permeation tube calibration in the analyser,</li> <li>• However, the same is required in Multi calibration system as per tender specification (Page no 170 of 253)</li> </ul>

				gas cylinders. Please confirm your acceptance. However, if the same is required, then please note that permeation tube shall be available for SO2 and BTEX only and not for NH3. The same shall be removed. Please confirm	
19	Vol. II, 160 of 253	Clause no 4.10	All ambient gas analysers shall conform with the USEPA automated reference / TUV / EN or equivalent method designation as required by the specification for individual equipment / parameters. Method of measurement used shall also comply with the stipulation on National Ambient Air Quality Standards (NAAQS) 2009 (Details of Methods of Measurement is available at MoEF and CPCB websites). All analysers shall be micro - processor controlled with automatic calibration using an external dilution calibrator and calibration standards. All analysers and sensors should be fully integrated in the rack cabinet, fully calibrated & tested before SUPPLY and ready for start - up at the respective sites. Analyser must exhibit performance equal to or better than	All analyzers except NH3 and BTEX shall be USEPA approved. - In case of NH3 analyzers, which is basically NOx analyzer with NH3 converter, the base analyzer shall have USEPA approval. Please confirm acceptance of the same. - BTEX shall have any one of the following approvals – USEPA / TUV / MCERTS / EN Please confirm your acceptance	<ul style="list-style-type: none"> <li>• All analysers should be as per Tender specifications.</li> <li>• Ammonia analyser shall be supplied as per tender specifications.</li> <li>• BTEX analysers shall be as per tender specifications with approval of EPA/EU/TUV/MCERT</li> </ul>

			values specified in the Calibration & test certificate provided with each analyser.		
20	Vol. II, 163 of 253	Clause no 7 (A), (B) & (D)	AMBIENT AIR QUALITY MONITORING ANALYSERS	Please note that we shall be offering combined analyzer for measurement of NO-NO2-NOx and NH3 (i) For combined analyzer, Response Time shall be 180 seconds as mentioned in NH3 analyzer specifications (ii) NH3/NO Converter shall be manufacturer's standard (iii) Calibration – Please note as this is a combined analyzer for measurement of NONO2-NOx-NH3, the calibration shall be carried out using calibration cylinders and not permeation tubes. Please confirm your acceptance or the above mentioned points.	As per tender specifications
21	Vol. II, 176 of 253	Clause no 9 (A)-11	Data display at display board outside the office at central location Data transfer to Display Boards	Please confirm if Display Board is required only with Central Station or with all AAQMS stations?	Appropriate distance as per tender conditions and at all stations
22	Vol. I, 22 & 47 of 253	ITB clause 2.5.6.	Working Hours: The site for CAAQMS operation should be manned by the employees of the Successful Bidder. In	Please confirm if each CAAQMS to be manned by employees of the successful bidder along with one	Committee has clarified that, one site engineer in day time and security guard throughout

			addition the Successful Bidder would arrange for a security of the site and equipment's through appointment for security agency (providing at least one security guards) throughout the day and Night, if applicable.	security guard throughout day and night, is in an addition to the personnel requirement mentioned under Cl.2.5.6 of ITB Pg.22 of 253. (i.e. Project Manager 1 No, technician 10 Nos, Data processor for MPCB HQ- 2 persons)	day and night should be present at each site in addition to the project team as mention in clause 2.5.6 of ITB.
23.	Vol. II , 172 of 253	Clause 8.0 (Technical Specification)	Meteorological monitoring systems	Please confirm the acceptance of Sensor Type - 3 cup upto Electronic type instead of Ultrasonic type for Wind Speed & Wind Direction sensor, since the same shall meet the functional requirement and will be available locally.	As per Technical specification
24.	Vol. II, 192 of 253	1.1 of Annexure I	Monitoring Station: Three Nos. 19" racks shall be installed inside the station so that the analysers are easily accessible from front & back for Calibration and maintenance.	Please confirm if three nos. of 19" racks are required or 02 nos. of 19" racks are required.	It should be read as 02 nos. of 19" racks.
25.	Vol. I, 7 of 253	Tender notice pt.6.1	Earnest money deposit	(Additional Query related to EMD) For all the manufacturers registered under MSME / NSIC certified companies, whether EMD exemption can be given, please confirm.	No EMD exemption under MSME / NSIC.
26	Vol. I, 16 of 253	Clause 3	INSTRUCTIONSTO BIDDERS	We request you to please separate the scope of supply for	No change in tender conditions.

				40 nos. station & 01 nos. station under buy-back.	
27	Vol. I, 85 of 253	Attachment 14.	List of Nationalised banks for payment of EMD through BG	<p>Please confirm if bank guarantee from any foreign bank like Barclays bank, etc., or any Indian scheduled bank like HDFC bank is acceptable since the same are excluded from list of bankers provided by MPCB under attachment 14 &amp; 15 of Pg. 85 &amp; 86 of 253 (Tender document).</p> <p>Please confirm as when and where the original Bank Guarantee towards EMD to be submitted to MPCB.</p>	<p>The committee has clarified that BG shall be from <b>Nationalized Banks</b> or the private banks whose net worth is greater than <b>Rs.4000/- crore</b> will be considered for payment of EMD through BG.</p> <p><u>Bank Details :</u>  <b>Bank Account No. (SBI)</b>  :10184075404  <b>IFSC Code:</b> SBIN0005350  <b>SWIFT Code:</b> SBININBB355  <b>GST No.</b> 27AAAGM0150J1DT  <b>E-mail ID:</b> <a href="mailto:account@mpcb.gov.in">account@mpcb.gov.in</a>  <b>Mobile No.</b> :9869365974</p> <p>Upload the bank guarantee form online as per Tender Conditions.</p>
28	Vol. I, 25 of 253	Clause 4.3	EMD Amount & Mode of Payment	Please note that being a foreign bidder and having an Owned subsidiary/entity in India, please confirm if our Indian subsidiary/entity can submit the above EMD in equivalent Indian rupees on behalf of us/foreign	Confirmed.

				bidder (we the foreign bidder shall be the main bidder)	
29	Vol. I, Section 1, page 5 of 253	Clause 3	INSTRUCTIONS TO BIDDERS  Login Id	Please confirm we the foreign bidder (i.e. Main bidder) can use login id and password of our own Indian subsidiary for participation and uploading the bid since our Indian entity/subsidiary is having login id and password with e-tendering portal of MPCB which is <a href="https://maharashtra.etenders.in">https://maharashtra.etenders.in</a> .	Create separate Login Id.
30	Vol. I, Section 1, page 38 of 253	Clause 12	O & M cost (including insurance) for five years as Net Present Value Discounted @12% per annum.	Please confirm if O&M insurance to be included in O&M pricing, or the same shall be reimbursed by MPCB against documentary proof to the Contractor as per SCC Cl.8(b).  MPCB confirmation with regards to same is requested for excluding the same from the price bid.	As per SSC CL.8(b) Tender conditions
31	Vol. II, page 177 of 253	Clause 6	DATA ACQUISITION SYSTEM AT THE CENTRAL STATION	Please confirm if the contractor needs to supply only one central station at MPCB Mumbai HQ, or please confirm if any such station to be installed at local regional offices of MPCB at each location. Total there are 24 locations.	Only one Central station at MPCB HQ as per Tender Specifications.

32	Vol II, Page 157 of 253	Clause 3	ON LINE UNINTERRUPTED POWER SUPPLY (UPS)	Please elaborate a term "Automatic Delayed Restoration Device"	As per tender specification
33	Vol II, Page 163 of 253	Clause 7	AMBIENT AIR QUALITY MONITORING ANALYSERS	The specification requires 3 analogue output ranges for the voltage on each gas analyser, please confirm the application of the same	As per tender specification
34	Vol. II, 192 of 253	1.1 of Annexure I	Monitoring Station: Three Nos. 19" racks shall be installed inside the station so that the analysers are easily accessible from front & back for Calibration and maintenance.	Please confirm the preferred vendor or make for 42 U Rack	As per Tender conditions
35	Vol. I, Page 15 of 253	Annexure I	ANNEXURE - I (For one CAAQM Station)	Please confirm the detailed specification of printer and advise specified printer is required at each AAQMS or is required for central station	Printer specification: Laser Color printer Technology, High speed USB 2.0 port, Built in fast Ethernet 10/100, Base-TX network port: 802.11 n 2.4/5 GHz wireless: Walkup host USB port , Print resolution 600 x 600 dpi (min)

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