

MAHARASHTRA POLLUTION CONTROL BOARD

Minutes of The pre-bid meeting held on 20/08/2014 at 3 pm in respect to MPCB/Tender/APC02/2014 dtd : 06/08/2014.

As per the tender schedule, the pre-bid meeting with the prospective bidders was held at MPCB, Conference Hall, Kalpataru Point-4th Floor, Sion (east), Mumbai on 20/08/2014 at 3 PM in presence of Tender committee constituted by the Board, vide office order number MPCB/APC/CAAQMS/Tender/B-1230 dtd : 27/03/2013. The list of representatives present in the pre-bid meeting is enclosed as **Annexure – I**.

Joint director (APC), MPC Board has welcome the committee members and the representative from the various suppliers to the pre-bid meeting and gave brief introduction about the procurement of CAAMS with 50% cost sharing from Central Pollution Control Board. After brief introduction from the Committee Members and the representative of suppliers following points were clarified in the pre-bid meeting.

The MPCB requested some typographical corrections in the Tender bid hosted on MPCB website and all are accepted by the Committee.

Page No. of Tender Doc	Details as per Tender Doc.	Corrections /amendments
Page No. 3	• Invitation for Bids ---- • Instructions to bidders -- 4-9 • Scope of work --10-37 • Form of techno commercial bid –38-54 • Form of financial bid – 76-85 • General conditions (G.C.C) – 86-110 • Special conditions (S.C.C.) – 111-159	• Invitation for Bids -- 4-9 • Instructions to bidders -- 10-37 • Scope of work -- 38-54 • Form of techno commercial bid – 55-75 • Form of financial bid - - 76 - 85 • General conditions (G.C.C) – 86- 110 • Special conditions (S.C.C.) – 111 -159
Page No. 4	Tender No -----	Tender No:MPCB/Tender/APC02/2014 dtd 06-08-2014
Page No. 6	Sale of Bid Document 06/08/2014 to 01/09/2014 (10am to 5 pm)	Sale of Bid Document 06/08/2014 to 01/09/2014 (10am to 5 pm) except on 01-09-14 (12 noon)
Page No. 18	Clause 3.5	Pre bid meeting date 20/08/2014
Page No. 29	Opening date ----	Opening date 01/09/2014
Page No. 37	14. Performance security (30%)	14. Should be (50%)
Page No. 38	Attachment 1 & 2	Also include . Attachment 3 Daily Reporting Format for Meteorological Parameters Attachment 4 Monthly Reporting Format for Meteorological Parameters.. Attachment 5 Daily Reporting Format for Main Pollutants Attachment 6 Monthly Reporting Format for Main Pollutants Enclosed attachment 3 to 6.
Page No. 47	d) Data as per attachment 3 of	d) Data as per attachment 4 of

	Section II	section II
Page No. 55	Section III , Contents	Add Attachment 8 B & 8 C Enclosed.
Page No. 57	CPCB	Replace CPCB with MPCB
Following are the corrections / Amendments accepted by the Tender Committee		
Page No. 67	Attachment 8A ...	Financial year should be from 2010-2011, 2011-2012, 2012-2013
Page No. 69	Attachment 10 Form of Bank Guarantee for Bids security	EMD / Bid Security should be submitted by demand draft only. Hence, Attachment 10 of section III shall be ignored.
Page No. 73	----- 2013	Should be read as 2014.
Page No. 80	O & M Cost... lower than 15%	Should be read as 12%
Page No 3	Bank Guarantee for O & M	As per Attachment 3 of section VI.
Page No. 128	Attachment 2 – (BG II)	Attachment 2
Page No. 131	Attachment 2 .. form for contract agreement ----	Attachment 3
Page No. 141	Payment terms	Correction in words . Eighty Percent and Twenty Percent
Page No. 156	Attachment 3 of Section VI ..proforma of certificate --	Attachment 4 of Section VI, Also include Attachment 5 of Section VI (Enclosed)
Page No. 201	E. Other Technical conditions.. 7. & 8.	Point 7 & 8 deleted.
Others		
There will not be any amendments / corrections in the technical specifications and quantity requested in the Tender Document. However, analyzers required for measurement of NOx (NO, NO2, Nox) and Ammonia shall be provided accordingly to meet the requirement. The quoted cost for analyzers will be taken for comparisons.		
CO cylinder capacity should be of 10 ltrs. instead of 15 ltrs.		
All the equipments / instruments should be as per the approvals and certifications mentioned in Tender Documents.		
The unit rates and prices shall be quoted in any one of international trading currency accordingly price schedule in detail should be provided.		
All the payment Terms & conditions of Tender Documents will remain unchanged.		

The pre-bid queries were communicated by M/s Environment S A, Thermofisher Scientific and M/s Chemtrol are clarified by the Tender committee. Also, other oral submissions made in the meeting are clarified.

It was also decided that no any queries / clarifications will be accepted after concluding of this pre-bid meeting i.e. on dated 20/08/2014. The above amendments and corrections are part of the original Tender Document published in MPCB website on 06/08/2014.

Meeting ended with vote of thanks to the chair..

**DAILY REPORTING FORMAT FOR METREOLOGICAL
PARAMETERS**

(To be submitted daily at 12 Noon for the previous day ending 12 midnight)

Location:

Date:

Hrs.	WIND SCREEN	WIND DIRECTION	HUMIDITY	TEMPERATURE	SOLAR RADIATION	RAINFALL	REMARKS
00-01							
01-02							
02-03							
03-04							
04-05							
05-06							
06-07							
07-08							
08-09							
09-10							
10-11							
11-12							
12-13							
13-14							
14-15							
15-16							
16-17							
17-18							
18-19							
19-20							
20-21							
21-22							
22-23							
23-24							
Min.							
Max.							
Average							

Attachment 4 of section II

MONTHLY REPORTING FORMAT FOR METREOLOGICAL PARAMETERS

(To be submitted monthly next day ending month)

Location:**Month:**[illegible]

(To be submitted daily at 12 Noon for the previous day ending 12 midnight)

Location:[illegible]

Attachment 6 of section II

MONTHLY REPORTING FORMAT FOR MAIN POLLUTANTS

(To be submitted monthly at 12 Noon next day ending month)

MONTHLY AMBIENT AIR QUALITY DATA

Location:**Month:**[illegible]

Attachment 8 B of section III

PROFORMA FOR PERFORMANCE STATEMENT FOR MANUFACTURER (for a period of last five years)

Bid No. _____ Name of Equipment _____ Date of Opening _____
Time _____
Name of the Manufacturer _____

Order placed by (full address of Purchaser)	Order No. & Date	Description of ordered equipment (Model no.)	Quantity supplied	Value of order	Date of commissioning and handing over	Has the equipment been satisfactory functioning? (Attach certificates from the Purchaser/ Consignee for each equipment)
1	2	3	4	5	6	7

NOTE : Bidder to furnish above detail for each equipment of the quoted package on separate sheet.

Signature of the Authorized Representative
Name of the Person
Position

Attachment 8 C of section III

PROFORMA FOR PERFORMANCE STATEMENT FOR BIDDER (O&M OPERATOR) AS AUTHORIZED REPRESENTATIVE OF THE MANUFACTURER (for a period of last five years)

Bid No. _____ Name of Equipment _____ Date of Opening _____
Time _____
Name of the Manufacturer _____

Order placed by (full address of Purchaser)	Order No. & Date	Description of ordered equipment (Model no.)	Quantity supplied	Value of order	Date of commissioning and handing over	Has the equipment been satisfactory functioning? (Attach certificates from the Purchaser/ Consignee for each equipment)
1	2	3	4	5	6	7

NOTE : Bidder to furnish above detail for each equipment of the quoted package on separate sheet.

Signature of the Authorized Representative
Name of the Person
Position

Attachment 5 (of Section VI)

PROFORMA FOR BANK GUARANTEE TO BE FURNISHED BY O&M PARTNER (TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, IF ANY, OF THE COUNTRY OF THE ISSUING BANK)

Bank Guarantee No.....

Date

In consideration of (Name of the Board) (hereinafter referred to as "Employer" which expression shall unless repayment

. to the context or meaning thereof include its successors, administrators and assigns) having awarded to with its Head Office at.....(hereinafter referred to as.....or "Contractor") a Contract for Supply and Operation & Maintenance of Continuous Ambient Air Quality Monitoring Stations (CAAQMS), vide Contract No. dated.....and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Form of Certificate by the O&M Partner in India for Carrying out O&M of CAAQM's dated (hereinafter referred to as "Undertaking") given by M/s..... (O&M Partner) having its registered office at (hereinafter called O&M Partner), and the Contractor having further executed with (O&M Partner) a Sub-Contract dated and the same having been unequivocally accepted by the O&M Partner resulting in a Sub-Contract Agreement for (hereinafter called "Sub-Contract Agreement") and..... (O&M Partner) having agreed to provide a Performance Guarantee amounting to 2% of the total contract price in addition to the Contract Performance Security to be provided by the Contractor to the Employer on the terms and conditions specified in the "Undertaking".

We..... Bank, having its Head Office (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the Employer on demand any and all monies to the extent of(Specify currency and amount in words and figures) only as aforesaid at any time upto.....@.....without any demur, reservation, context, recourse or protest and/or without any references to "O&M Partner" or "Contractor". Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and O&M Partner or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract or the Component Agreement by the O&M Partner. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the O&M Partner and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security

available to the Employer. The Bank shall not be released of its obligations under this presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank from its obligations.

The Bank also agrees that the Employer at is option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or O&M Partner and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or O&M Partner 's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and, it shall remain in force upto and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (O&M Partner) on whose behalf this guarantee has been given.

Date this day of 200..... at

WITNESS :

(Signature).....

(Signature).....

(Name).....

(Name & Designation).....

(Official Address).....

(Bank's Seal).....

Authorised vide Power of
Attorney No.....

Date.....

* Brief Name of the Contractor

@ The date will be ninety (90) days after the end of the defect liability period as specified in Contract.

NOTE :

1. The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank.