



BIHAR STATE POLLUTION CONTROL BOARD

Parivesh Bhawan, Patliputra Industrial Area, P.O.-Sadakat Ashram, Patna-800010

EPABX-0612-2261250/2262265, Fax-0612-2261050

Ref. No. CL/773/2020/839

Patna, dated- 30-06-2020

Corrigendum in Bid Document for "Supply, Installation & Commissioning of Continuous Ambient Air Quality Monitoring Stations (CAAQMS) and Operation & Maintenance Services for these CAAQMS at different places of Bihar".

NIT No. CL/773/2020/821, dated-04.06.2020

Corrigendum by BSPCB

Pre-bid meeting on e-Tender published vide NIT No. CL/773/2020/821, dated-04.06.2020 for "Supply, Installation & Commissioning of Continuous Ambient Air Quality Monitoring Stations (CAAQMS) and Operation & Maintenance Services for these CAAQMS at different places of Bihar" through Video Conference was held on 25.06.2020 under the Chairmanship of Sri Alok Kumar, Member Secretary, BSPCB. The representatives of different bidders/vendors participated in the meeting through VC. The queries raised from the bidders/vendors, as received by the BSPCB was discussed in the meeting and resolutions recommended after deliberations is annexed as **Annexure-1**. The meeting ended with vote of thanks.

In view of the discussion, following corrigendum is being issued to NIT No. CL/773/2020/821, dated-04.06.2020 and its related e-bidding document.

Sl. No.	Tender Document Clause	Corrigendum
1.	Tender Document Page no. 3, General, Global Tender Notice-CL/773/ 2020/821 dated 4 th June 2020, Volume-I.	In view of the Ministry of Finance, Department of Expenditure Procurement Policy Division, Govt. of India notification FNo. 12/17/2019-PPD, dated-15.05.2020. <i>The phrase "International Competitive Bidding" & "Global Tender Notice" (Page no. 1 & 3) are replaced by "Notice Inviting e-Tender (NIT)".</i>
2.	Tender Document Page No. 13, 14 (Clause: 2.5.1 Qualifying requirement of bidder), Volume-I, Section-I.	In view of the Ministry of Finance, Department of Expenditure Procurement Policy Division, Govt. of India notification F No. 12/17/2019-PPD, dated-15.05.2020, this tender is no longer a global tender; following is added as Note (c) to Clause 2.5 at page no. 15, Volume-I under head Qualifying Requirement of Bidder of tender document. <i>"A manufacturer based out of India can</i>

		<i>apply only through his authorized Indian agent or its Indian subsidiary".</i>
3.	Tender Document Page no. 17, Clause: 3.2(2) under head Contents of Bidding Documents, sub head Technical specification Clause: 3.2 (2), Volume-I, Section-I.	After Clause 3.2 (2) following is added as 3.2(3) <i>"Details of all the identified locations pertaining to installation of CAAQMS will be provided by BSPCB prior to work assignment. Bidder will not be held responsible for delay in work execution because of delay on part of the Board".</i>
4.	Tender Document Page No. 20 (Clause: 4.4 (1) EMD), Volume-I, Section-I.	Clause 4.4(1), Page no. 20, Volume-I of tender document is modified as <i>"Bidders shall submit "Earnest Money Deposit" (EMD) of Rs. 82 Lakh (Rs. Eighty two Lakh) through Bank Guarantee from any scheduled Nationalized Bank. Scanned copy of the same shall be uploaded along with other document while the original has to be sent to Board Office by post".</i>
5.	Tender Document Page no. 23, Clause: 5.2 (3(e)) Techno commercial bid including technical specification and catalogs, Volume-I, Section-I.	<i>This clause is omitted.</i>
6.	Tender Document Page no. 25, Clause: 6.2(iv), Volume-I, Section-I.	Clause: 6.2(iv), Page no. 25 is replaced with <i>"Cost of O&M of CAAQMS for five (5) years including insurance (see* note below)".</i>
7.	Tender Document Page no. 26, Clause: 6.4, Currencies of Bid, Volume-I, Section-I.	Clause: 6.4, Page no. 26 is replaced with <i>"The unit rates and the prices shall be quoted by the bidder separately in INR for the equipments supplied from India and in foreign currency for the equipments supplied from overseas".</i>
8.	Tender Document Page no. 32, Clause: 12.4, Volume-I, Section-I.	Clause: 12.4, Page no. 32 of e-tender document is replaced with <i>"To facilitate evaluation and comparison, the Owner will convert all Tender prices to Indian Rupees at the BC selling exchange rate as determined by the State Bank of India, on the date of opening of Financial Bids".</i>
9.	Tender Document Page no. 39, Clause: 1.0, Details of Project Structure, Volume-I, Section-II.	Following is added as Clause 1.0 (a') under head "Details of Project Structure" before 1.0(b) <i>"The distance of the display board from shelter may vary from 05 meter to 100 meters.</i>

10.	Tender Document Page no. 44, Clause: 5.0, General Guidelines, Volume-I, Section-II.	Following is added in Clause: 5, Page no. 44 under the heading "General Condition" after the sub head "Working Hours" <i>"The cost of security guard shall be reimbursed by the Board within 15 days of production of the bill".</i>
11.	Tender Document Page no. 50 & 51(Clause:-11.2 (d), Scope of work, Volume-I, Section-II.	Clause 11.2 (d): under head "Operation & Maintenance of all Air Monitoring Stations" is replaced as <i>"The successful bidder shall make the arrangement for electricity, lease-line, Broadband/telephone connection at the site on behalf of the owner (Board). Board shall reimburse the related cost/payments if any. However monthly charges for both electricity, Lease Line & Broadband/telephone bills shall be borne by the Contractor".</i>
12.	Tender Document Page no. 80 & 81) (Clause: Attachment-13(3)), Indemnity Bond, Volume-I, Section-III.	The content of Indemnity Bond, Attachment -13 (3), page no. 80 & 81 is modified as <i>"The Contractor undertakes that the Equipment's shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipments shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the contractor shall inter-alia constitute a breach of terms and conditions of this indemnity bond on the part of the Contractor for all intents and purposes including legal/ panel consequences".</i>
13.	Tender Document Page no. 90 & 91, Form of Financial Bid(Attachment-3), Volume-I, Section-IV.	Following is added as Note-2 in Attachment-3 (Bid Price breakup for equipment, Form of Financial Bid <i>"All bidders are directed to quote Rs. Seven Lakh (INR Lump sum) towards the supply/installation of transformer 25KVA with cable up-to length of 200 meter. The cost of additional cable length will be reimbursed by the Board".</i>
14.	Tender Document Page no. 103) (Clause: 18.2) Warranty/O&M contract, Volume-I, Section-V.	Clause 18.2, page no. 103 (Warranty/ O&M Contract) is modified as <i>"However the Contractor shall warrant to the Board that the Equipment to be supplied under the Contract is new, unused, of the most recent or current models, and that they</i>

		incorporate all recent improvements in design and materials unless provided otherwise in the Contract. This warranty includes all spare parts and services to keep the instruments and equipment in operating condition. In case O&M is terminated the equipment shall remain warranted for 3 years from the date of commissioning". The Contractor shall further warrant to the Board that the Equipment complies strictly with the Specifications and has no defect, arising from design, materials, or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Equipment in the conditions prevailing to the final sites.
15.	Tender Document Page no. 121 (Clause: 6.0 (6.1, 6.2 & 6.3), Volume-I, Section-VI.	After Clause 6.3, Clause 6.3.1 is added as "In case of delay due to unforeseen exigencies, the Board being satisfied as to the reasons thereof, may extend the time limit for commissioning of CAAQMS by 60 days".
16.	Tender Document Page no. 10 & 11 (Clause: 2.1.1 & 2.2.1) Technical specification, SPLIT AIR CONDITIONER, Volume-II.	Clauses 2.1.1 and 2.2.1, technical specification of split Air conditioner, tender document, page nos. 10 & 11, Volume-II The word "roof mounted" is replaced by "wall mounted".
17.	Tender Document Clause: 7.1 (iii), Page no. 20, MULTI POINT GAS CALIBRATION SYSTEM Specifications, Volume-II.	Clause: 7.1 (iii), Page no. 20 of Tender Document, Volume-II is replaced with "High Performance Zero Air Generator with scrubber for removal of gases, moistures, CO, HC etc to be supplied to generate zero air of 99.9% purity".
18.	Tender Document Page no. 20 (Clause: 7.1 (v) (vi) – MULTI POINT GAS CALIBRATION SYSTEM, Volume-II,	From specification of Multi Point Gas Calibration System, Clause: 7.1.1 (v, vi), Volume-II of e-bidding document is omitted.
19.	Tender Document Page no. 38, Clause: 14 (A), Volume-II).	Following is added as Note in Drawing of CAAQMS (Clause: 14 (A), Volume-II). "Size of the basement of CAAQMS shall be in accordance with shelter size + 18" in all direction".


 (Alok Kumar)
 Member Secretary



BIHAR STATE POLLUTION CONTROL BOARD

Pariyesh Bhawan, Patliputra Industrial Area, P.O.-Sadakat Ashram, Patna-800010
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Annexure-1.

Minutes of pre-bid meeting on e-Tender published vide NIT No. CL/773/2020/821, dated-04.06.2020 for "Supply, Installation & Commissioning of Continuous Ambient Air Quality Monitoring Stations (CAAQMS) and Operation & Maintenance Services for these CAAQMS at different places of Bihar" through Video Conference on 25.06.2020.

Sl. No.	Name of the Bidders	Pre-bid queries/submission	Board's reply/decision
1	Sri Arun Nair, M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ectotech Monitoring Solutions Pvt. Ltd., Indore, MP.	1. Tender Document Page No. 13, 14 (Clause: 2.5.1 Qualifying requirement of bidder): We understand that the supply installation, commissioning and performance of the all eight parameters for eight analyzer namely SO ₂ , NO _x , NH ₃ , CO, O ₃ , PM ₁₀ , PM _{2.5} & BTX are required for similar CAAQMS	1. Tender Document Page No. 13, 14 (Clause: 2.5.1 Qualifying requirement of bidder): 2.5.1 The bidder should be a manufacturer or authorized representative, as listed in the scope of work who must have manufactured, supplied, tested and commissioned minimum six (6) nos. of similar air monitoring stations in India either container based or otherwise in last three years which should be in satisfactory operation. "Similar Monitoring Stations" stands for CAAQM stations containing at least five analyzers out of the eight base analyzers. Further, it may be clarified that bidder should submit the experience/completion certificate of offered make/manufacturer only. In other words if the bidder submits experience/completion certificate of one make and offered make/manufacturer are different, the completion certificate shall not be considered and the bid shall be treated as technically non responsive. 2.5.2 The bidder should offer maximum three make/manufacturer for supply of 8 different analyzers (Sl. no. : 6-14 of Annexure-1). The requirement do not apply for

		procurement of Black Carbon Monitors/ Aethalometers at selected sites. Decision: 1. Board shall abide by the terms & conditions of e-bidding document. 2. In view of the Ministry of Finance, Department of Expenditure Procurement Policy Division, Govt. of India notification F No. 12/17/2019-PPD, dated-15.05.2020, this tender is no longer a global tender; following is added as Note (c) to Clause 2.5 at page no. 15 of e-bidding document. "A manufacturer based out of India can apply only through his authorized Indian agent or its Indian subsidiary".
	2. Tender Document Page No. 20 (Clause: 4.4 (1) EMD): It is requested to accept EMD in form of Bank Guarantee as EMD in Form of BG are accepted by CPCB and other PCBs for similar CAAQMS tender.	Bidders shall submit "Earnest Money Deposit" (EMD) of Rs. 82 Lakh (Rs. Eighty two Lakh) through e-Payment mode (i.e. NEFT/RTGS, Credit/Debit Card & Net Banking) only through https://www.eproc.bihar.gov.in. Decision: Clause 4.4(1) is modified as "Bidders shall submit "Earnest Money Deposit" (EMD) of Rs. 82 Lakh (Rs. Eighty two Lakh) through Bank Guarantee from any scheduled Nationalized Bank. Scanned copy of the same shall be uploaded along with other document while the original has to be sent to Board Office by post".
	3. Tender Document Page no. 126 & 127 (Clause: 13.2 (a) & (b)) We understand that the payment mode for SCC Cl. 13.2 (a) & (b) above shall be through 100% Letter of credit with 80% of the contract price of the Goods shipped shall be paid through irrevocable Letter of Credit upon submission of the documents	3. Tender Document Page no. 126 & 127 (Clause: 13.2 (a) & (b)) (a) Payment for goods and services (excluding O&M charges) supplied from abroad: i) On shipment: Eighty (80) percent of the contract price of the Goods shipped shall be paid through irrevocable Letter of Credit established/opened in favour of the foreign supplier in a scheduled commercial bank in India or

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	specified under sub-clause 5.2 (1) & 5.2 (2) respectively. And, balance 20% percent of contract price of the equipment shall be paid within 30 days of receipt of goods and on submission of claim supported by the acceptance certificate issued by the purchaser and the submission of Performance security equal to 10% of the contract value. Kindly Confirm.	a bank in supplier's country acceptable to the purchaser and upon submission of the documents specified in 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 ii) On Final Acceptance: Balance Twenty (20) percent of contract price of the equipment shall be paid within 30 days of receipt of goods and on submission of claim supported by the acceptance certificate issued by the purchaser and the submission of Performance security equal to 10% of the contract value is to be submitted. iii) 100 % Payment of local currency portion including agency commission shall be paid after satisfactory completion of installation & commissioning including Training (to be certified by the Board) of all the Equipment at the specified site(s). (b) Payment of goods and services (excluding O&M charges) supplied from India. 1) On Delivery: Eighty (80) % 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 2) On Final Acceptance: 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 & commissioning including Training (to be certified by the Board) of all the Equipment of the particular package at specified site(s) and submission of acceptance certificate. Decision: Board shall abide by the terms & conditions of e-bidding document.
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4. Tender Document Page no. 121 (Clause: 6.0 (6.1, 6.2 & 6.3) 6.0 WORKS SCHEDULE (GCC CLAUSE 16) 6.1 Equipment to be supplied from Foreign Country: Delivery Period for all the packages shall be from the date of the opening of Letter of Credit (L/C). It relates to completion of delivery on CIF (designated Sea Port / Air Port) basis for equipment of foreign origin. 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 debarkment. 6.2 Equipment to be supplier from India: All the equipment shall be received at Continuous Ambient Air Quality Monitoring Station Site (1 no.), within 120 days from the date of notification of award and are to be installed and commissioned within sixty (60) days from date of receipt at site. 6.3 Commissioning and others incidental services: All the equipment of the awarded package shall be commissioned within 180 days after the date of opening of Letter of Credit (L/C) including all the incidental services i.e. training, lease-line/broadband connection, electricity connection etc. Decision: 1. Board shall abide by the terms & conditions of e-bidding document. 2. After Clause 6.3, Clause 6.3.1 is added as "In case of delay due to unforeseen exigencies, the Board being satisfied as to the reasons thereof, may extend the time limit for commissioning of CAAQMS by 60 days".	4. Tender Document Page no. 121 (Clause: 6.0 (6.1, 6.2 & 6.3) The work schedule / commissioning schedule provided in tender for 180 days may be insufficient considering the project being of large scale turnkey nature with 24 nos of supply & Installation of CAAQMS at different locations. Hence it is requested to please consider delivery period of supplies as 240 days from date of opening of Letter of credit for both Imports and Local supplies, and Installation & Commissioning to be carried out within 120 days from date of receipt of materials.
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	5. Tender Document Page no. 50 & 51 (Clause: Section-II -Scope of work-11.2 (d): Owner shall arrange for the following and Contractor shall guide and assist the Owner: d) The Owner shall make the arrangement for electricity, lease-line, Broadband/ telephone connection at the site. However monthly charges for both electricity, Lease Line & Broadband/telephone bills shall be borne by the Contractor. Please confirm if the monthly charges/ recurring cost towards electricity bill and phone bill to be included by bidder in to the Financial bid – Attachment 3 A of O&M pricing., or to be excluded from price bid and to be submitted separately to BSPCB for reimbursement against documentary evidence along with the O&M payment without including the same into Financial bid. (i.e Attachment – 1 - Bid Form , Attachment – 2 – Summary of Price bid and Attachment 3A – Bid Price Break up for O&M of CAAQMS for Five years) . Kindly confirm	5. Tender Document Page no. 50 & 51 (Clause: Section-II -Scope of work-11.2 (d): d) The Owner shall make the arrangement for electricity, lease-line, Broadband/telephone connection at the site. However monthly charges for both electricity, Lease Line & Broadband/telephone bills shall be borne by the Contractor. Decision: Clause 11.2 (d): under head Operation & Maintenance of all Air Monitoring Stations is replaced as " The successful bidder shall make the arrangement for electricity, lease-line, Broadband/telephone connection at the site on behalf of the owner (Board). Board shall reimburse the related cost/payments if any. However monthly charges for both electricity, Lease Line & Broadband/telephone bills shall be borne by the Contractor". 6. Tender Document Page no. 39 & 40 (Clause: Volume-I-1.0 DETAILS OF PROJECT STRUCTURE (b) SCHEDULE OF REQUIREMENTS Sl. No. 24 -Transformer 25 KVA with cable up to length of 200 meter. Transformer of 25 KVA is required to avoid any voltage fluctuation. It shall be provided through State Power
	6. Tender Document Page no. 40 (Clause: Volume – I – Section – II – Scope of Works - 1.0 DETAILS OF PROJECT STRUCTURE (b) SCHEDULE OF REQUIREMENTS Sl. No. 24 - Transformer 25 KVA with cable up to	

	length of 200 meter. Please note that the Tender Scope and Schedule of requirements specifies 25KVA Transformer for each CAAQMS. However to consider the same following clarification are required from BSPCB. 1) What type of transformer is required (i.e Step down or Isolation Transformer) 2) What is the purpose of Installation and application of this transformer at each CAAQMS station? 3) From where the each CAAQMS station will get the input power supply i.e from Pole (11.0 KV), or from some common transformer(440 V). Please note that the selection and type of transformer is based on the above inputs provided by BSPCB (i.e step down transformer (11KVA) or isolation transformer (440V) to be considered.) 4) Kindly confirm under whose scope the Operation and Maintenance of 25KVA transformer shall be ? It is requested to keep the O&M of 25KVA transformer in the scope of BSPCB. Also please note that the tender do not specifies any detailed	Distribution Company. Therefore, technical specification of the same is not required to be included in the tender document. However, to make provisions for the same all bidders are directed to quote Rs. Seven Lakh (INR Lump sum) towards the supply/installation of transformer 25KVA with cable up-to length of 200 meter. The cost of additional cable length will be reimbursed by the Board. Accordingly, following is added as Note-2 in Attachment-3 (Bid Price Breakup for Equipment, Form of Financial Bid "All bidders are directed to quote Rs. Seven Lakh (INR Lump sum) towards the supply/installation of transformer 25KVA with cable up-to length of 200 meter. The cost of additional cable length will be reimbursed by the Board"
	7. Tender Document Page no. 20 (Clause: 7.1 (vi) - MULTI POINT GAS CALIBRATION SYSTEM: 7.1 MULTI POINT GAS CALIBRATION SYSTEM: 1. The Gas Calibration System should be capable to do the following: (i) Multipoint calibration using automatic dilution system for the calibration of SO₂, NO, CO, NH₃ and BTEX analyser. (ii) Auto calibration (user selectable). (iii) Generate zero air of 99.9% purity (High Performance Zero Air	7. Tender Document Page no. 20 (Clause: 7.1 (v) (vi) - MULTI POINT GAS CALIBRATION SYSTEM: 7.1 MULTI POINT GAS CALIBRATION SYSTEM: 1. The Gas Calibration System should be capable to do the following: (i) Multipoint calibration using automatic dilution system for the calibration of SO₂, NO, CO, NH₃ and BTEX analyser. (ii) Auto calibration (user selectable). (iii) Generate zero air of 99.9% purity (High Performance Zero Air

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	400C and 500C.	
	The specified permeation bench/ chambers under Multipoint Gas Calibration system is vendor specific hence requested to generalize the same by deleting the text "two chamber based permeation system" since the CAAQMS system will be calibrated as per NIST standard traceable calibration cylinder. Also please note that as per latest update, CPCB had removed the requirement of permeation tube on account of technical reasons as there is frequent variation in concentration resulting in high span drift.	Generator to be provided) (iv) Gas Phase Titration (GPT) with O₃ generator having 100% converter efficiency for conversion of NO₂ to NO. (v) Calibration using permeation tubes for which at least two chamber based Permeation system has to be provided. (vi) The Permeation System should be capable to accept permeation tubes up to 6 cm in length and 2cm in diameter with user selectable temperature setting of 40 °C and 50 °C. 2. System should be 19" rack mountable. 3. System should be DAS compatible for remote calibration from Central Server. 4. The system should also have facility for multipoint calibration of Ozone analyzer. Decision: From specification of Multi Point Gas Calibration System, Clause: 7.1.1 (v, vi), Volume-II of e-bidding document is omitted.
8. Tender Document Page no. 20 (Clause: 7.1 (iii) – MULTI POINT GAS CALIBRATION SYSTEM: iii) Generate zero air of 99.9% purity (High Performance Zero Air Generator to be provided). We understand that the Zero Air Generator to be supplied under Sample handling system should be of 19" Rack mounted and of Analyser OEM make with inbuilt CO reactor for stable functional output. Kindly confirm		8. Decision: Clause: 7.1 (iii), Page no. 20 of Tender Document, Volume-II is replaced with "High Performance Zero Air Generator with scrubber for removal of gases, moistures, CO, HC etc to be supplied to generate zero air of 99.9% purity".
9. Tender Document Page no. 10 & 11 (Clause: Technical specification 2.1.1 & 2.2.1) Cl. 2. – SPLIT Air Conditioner 2.1.1 SPLITAIR CONDITIONER (2.0 TON CAPACITY) - Type& Capacity: 2 Nos. split		9. Tender Document Page no. 10 & 11 (Clause: Technical specification 2.1.1 & 2.2.1) 2.1 SPLITAIR CONDITIONER (2.0 TON CAPACITY)

		type, 2 ton capacity AC, roof mounted of 5 star rating with an automatic timer 2.1.2 SPLIT AIR CONDITIONER (1.0 TON CAPACITY) Type& Capacity: 1 Nos. split type, 1 ton capacity AC, roof mounted of 5 star rating with an automatic timer. Please note that the tender has stipulated split type, roof mounted Air Conditioners with 5 Star rating, please note that the wall mounted split type AC's is technically appropriate for easy maintenance in CAAQMS instead of roof mounted. Roof Mounted Air conditioning is also not recommended and advisable with the present roof thickness of shelter which may not hold the weight of cassette type air conditioners. Please clarify and confirm.	2.1.1 Type& Capacity: 2 Nos. split type, 2 ton capacity AC, roof mounted of 5 star rating with an automatic timer. Separate Automatic Voltage stabilizer will be provided with each unit. 2.2 SPLIT AIR CONDITIONER (1.0 TON CAPACITY) 2.2.1 Type& Capacity: 1 Nos. split type, 1 ton capacity AC, roof mounted of 5 star rating with an automatic timer. Separate Automatic Voltage stabilizer will be provided with each unit. Decision: The word "roof mounted" shall be replaced by "wall mounted" in clauses 2.1.1 and 2.1.2, technical specification tender document, page nos. 10 & 11.
2	Sri Anajn Neogy M/s Environment SA India. Pvt. Ltd., D-16, 3 & 4, TTC Industrial Area, MIDC, Turbhe, Navi Mumbai- 400705.	1. Tender Document Page no. 6 of 190) (Clause: Technical specification Annexure I - 16) Meteorological Sensors for Wind Direction, Wind Speed, Ambient Temperature, Rainfall, Relative Humidity, Solar Radiation, Barometric Pressure and Telescoping Crank-up Meteorological Tower-interfaced with Data Acquisition. Kindly confirm whether we should quote Barometric Pressure Sensor or not. As it is mentioned in Annexure - I (Page No. 6) but not in Technical Specifications and Attachment 3 of Financial Bid.	1. Tender Document Page no. 6 Meteorological Sensors for Wind Direction, Wind Speed, Ambient Temperature, Rainfall, Relative Humidity, Solar Radiation, Barometric Pressure and Telescoping Crank-up Meteorological Tower-interfaced with Data Acquisition. Decision: Yes. Barometric pressure sensor is required as Barometric pressure is included in the metrological parameters.

	2. Tender Document Page no. 7 of 190) (Clause: Technical specification Annexure I - 24) Transformer 25 KVA with cable up to length of 200 meter. As installation & commissioning of Transformer requires huge additional expenditure therefore we request you to please add column for Cost of Installation and Commissioning of Transformer in financial bid.	2. Tender Document Page no. 7 Transformer 25 KVA with cable up to length of 200 meter. Decision: Already responded at Sl. No.1, query no. 6 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ectotech Monitoring Solutions Pvt. Ltd., Indore, MP.
	3. Tender Document Page no. 7 of 190) (Clause: Technical specification Annexure I - 24) Transformer 25 KVA with cable up to length of 200 meter. As length of cable is 200 meters kindly confirm if there is any road or obstacle between 200 meters.	3. Tender Document Page no. 7 Transformer 25 KVA with cable up to length of 200 meter. Decision: The cost of additional cable length will be reimbursed by the Board.
	4. Tender Document Page no. 13 of 190) (Clause: Technical specification 2.5.1) "Similar Monitoring Stations" stands for CAAQM stations containing at least five analyzers out of the eight base analyzers. We would request to accept the following criteria which is mentioned in other pollution control board tenders: Similar air monitoring	4. Tender Document Page no. 13, Clause: 2.5.1 The bidder should be a manufacturer or authorized representative, as listed in the scope of work who must have manufactured, supplied, tested and commissioned minimum six (6) nos. of similar air monitoring stations in India either container based or otherwise in last three years which should be in satisfactory operation. "Similar Monitoring Stations" stands for CAAQM stations containing at least five analyzers out of the eight base analyzers.

	stations with all the analyzers mentioned in the tender except Black Carbon.	Further, it may be clarified that bidder should submit the experience/completion certificate of offered make/manufacturer only. In other words if the bidder submits experience/completion certificate of one make and offered make/manufacturer are different, the completion certificate shall not be considered and the bid shall be treated as technically non responsive. Decision: Board shall abide by the terms & conditions of e-bidding document.
	5. Tender Document Page no. 17 of 190) (Clause: Technical specification 3.2(2)) Bidders must acquaint themselves with all the Bidding Documents embodied in Volume I and Volume II. In order to familiarize with the Works, the Bidders should ascertain all particulars regarding the location and site conditions at their own expenses. To ascertain all particulars regarding the location and site conditions kindly mention the exact location of the places where CAAQMS systems shall be installed.	5. Tender Document Page no. 17, Clause: 3.2(2) Decision: Details of all the identified locations pertaining to installation of CAAQMS will be provided by BSPCB prior to work assignment. Bidder will not be held responsible for delay in work execution because of delay on part of the Board.
	6. Tender Document Page no. 20 of 190) (Clause: Technical specification 4.4(1)) Bid Security / Earnest Money (1) Bidders shall submit "Earnest Money Deposit" (EMD) of Rs. 82 Lakh (Rs. Eighty two Lakh) through e-Payment mode (i.e. NEFT/RTGS, Credit/Debit Card & Net Banking) only through https://www.eproc.bihar.gov.in.	6. Tender Document Page no. 20, Clause: 4.4(1) Bidders shall submit "Earnest Money Deposit" (EMD) of Rs. 82 Lakh (Rs. Eighty two Lakh) through e-Payment mode (i.e. NEFT/RTGS, Credit/Debit Card & Net Banking) only through https://www.eproc.bihar.gov.in. Decision: Already responded at Sl. No. 1, query no. 2 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ecotech

		<i>Monitoring Solutions Pvt. Ltd., Indore, MP.</i>	
We would request to accept EMD in the form of Bank Guarantee/ Demand Draft due to big amount.			
7. Tender Document Page no. 25 of 190) (Clause: Technical specification 6.2(vi)) Cost of O&M of CAAQMS for seven (5) years including insurance. Please correct the Number of years for which O&M of CAAQMS is required.	7. Tender Document Page no. 25, Clause: 6.2(iv) Decision: Clause: 6.2(iv), Page no. 25 is replaced with "Cost of O&M of CAAQMS for five (5) years including insurance (see* note below)".		
8. Tender Document Page no. 25 of 190) (Clause: Technical specification *Note (1)) Quoted cost of O&M of a CAAQMS for each year should be minimum 12% and maximum 18% of the cost of supply & installation of the CAAQMS. As per latest CPCB guidelines Cost of O&M of a CAAQMS for each year should be at least 15% of the cost of supply & installation of the CAAQMS. Kindly confirm your acceptance.	8. Tender Document Page no. 25, Clause: *Note (1)) Decision: Board shall abide by the terms & conditions of e-bidding document.		
9. Tender Document Page no. 26 of 190) (Clause: Technical specification 6.4) Currencies of Bid: The unit rates and the prices shall be quoted by the bidder separately in INR only for the equipment, which the bidder proposes to supply. The foreign bidders should quote the price in foreign currency. In case they have	9. Tender Document Page no. 26, Clause: 6.4) Decision: Clause 6.4, page no. 26 is replaced with "The unit rates and the prices shall be quoted by the bidder separately in INR for the equipments supplied from India and in foreign currency for the equipments supplied from overseas".		

	instruments and services of Indian origin/agent, the same may be quoted in Indian Rupees (INR). Kindly clarify whether we can quote in split currency Euro and INR as BSPCB shall have custom duty benefit.	
	10. Tender Document Page no. 32 of 190) (Clause: Technical specification 12.4) The rate of exchange for evaluation To facilitate evaluation and comparison, the Owner will convert all Tender prices to Indian Rupees at the BC selling exchange rate as determined by the State Bank of India, on the date of opening of Techno-commercial Bids. Kindly clarify how we should convert prices in INR if the owner is going to consider exchange rate on the date of opening of Techno-commercial bids. Also please specify the date of which exchange rate will be considered for converting and quoting the Bid for foreign value to INR.	10. Tender Document Page no. 32, Clause: 12.4 Decision: Clause: 12.4, Page no. 32 of e-tender document is replaced with <i>"To facilitate evaluation and comparison, the Owner will convert all Tender prices to Indian Rupees at the BC selling exchange rate as determined by the State Bank of India, on the date of opening of Financial Bids".</i>
	11. Tender Document Page no. 39 of 190) (Clause: Technical specification 1.0) DETAILS OF PROJECT STRUCTURE One Day light & Night visible data display system is to be supplied along with Data	11. Tender Document Page no. 39, Clause: 1.0 Decision: The distance of the display board from shelter may vary from 05 meter to 100 meters.

	Transmission Device, installed and maintained throughout the service period i.e. 05 years. SPCB would identify location for installation of Day light & Night visible data display system near to the station. Please specify the distance of display from shelter. Generally We consider it within 50 Mtrs.	
	12. Tender Document Page no. 121 of 190) (Clause: 6.1) Equipment to be supplied from Foreign Country Kindly note Delivery Period of Equipment to be supplied from Foreign Country is not mentioned clearly there is some part missing.	12. Tender Document Page no. 121, Clause: 6.1 6.1 Equipment to be supplied from Foreign Country: Delivery Period for all the packages shall be from the date of the opening of Letter of Credit (L/C). It relates to completion of delivery on CIF (designated Sea Port/Air Port) basis for equipment of foreign origin. 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-embarkment. Decision: Already responded at Sl. No. 1, query no. 4 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ecotech Monitoring Solutions Pvt. Ltd., Indore, MP.
	13. Tender Document Page no. 158 of 190) (Clause: 2.2) Split Air Conditioner Kindly note AC shall be wall mounted Split type. Kindly Confirm your acceptance.	13. Tender Document Page no. 10 & 11(Claue: Technical specification 2.1.1 & 2.1.2) Decision: Already responded at Sl. No.1, query no. 9 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ecotech Monitoring Solutions Pvt. Ltd., Indore, MP.

	14. Tender Document Page no. 168 of 190) (Clause: 7.1 1 (v) & (vi)) MULTI POINT GAS CALIBRATION SYSTEM: (v) Calibration using permeation tubes for which at least two chambers based Permeation system has to be provided. (vi) The Permeation System should be capable to accept permeation tubes up to 6 cm in length and 2cm in diameter with user selectable temperature setting of 40°C and 50°C. Kindly note for calibration we are using Gas cylinders therefore Permeation tube is not required.	14. Tender Document Page no. 20 (Clause: 7.1 (v) (vi) – MULTI POINT GAS CALIBRATION SYSTEM: Decision: Already responded at Sl. No.1, query no. 7 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ecotech Monitoring Solutions Pvt. Ltd., Indore, MP.
	15. Tender Document Page no. 186 of 190) (Clause: 14 (A)) Drawing of a CAAQM Station, (Size of Civil Foundation) As drawing is not provided for civil foundation, we will consider size of the basement of CAAQMS station. Please Specify.	15. Tender Document Page no. 38, Volume-II (Clause: 14 (A) Decision: Size of the basement of CAAQMS shall be in accordance with shelter size + 18" in all direction.
	16. Tender Document Page no. 44 of 190) (Clause: 5.0) General Guidelines (Working Hours)	16. Tender Document Page no. 44, Clause: 5.0 GENERAL GUIDELINES

	Reimbursement of Security Guard. BSPCB should provide the security reimbursement within 7 days of each month.	Working Hours: Appropriately knowledgeable operator should be made available to a station within 24 hours of notice (as mentioned above) at site for explaining the functioning, validation and related technical issues of the CAAQM station(s). Successful Bidder/ developer would arrange for a security of the site and equipment through appointment for security agency (providing at least one security guards) throughout the day. Security issue is to be dealt by the successful bidder. The cost of this component is not to be mentioned in finance bid as the requirement will be site specific, and will be taken up at the time of awarding. The cost will be reimbursed at actuals as per the rate agreed by the Board. Insurance: Successful Bidder would bear the cost of insuring (in favor of the Board as beneficiary) the equipment (comprehensive) and facilities against any theft, fire and other applicable provisions during tenure of contract period including O&M. Decision: The following shall be added in clause: 5, Page no. 44 under the heading "General Condition" after the sub head "Working Hour". "The cost of security guard shall be reimbursed by the Board within 15 days of production of the bill".
	17. Financial Bid (Total Cost in INR) Please note in Financial Bid it is mentioned as Total Cost in INR. Kindly allow us to enter total cost in Split Currency and please make changes in Financial Bid accordingly.	17. Financial Bid (Total Cost in INR) Decision: Already facility available in the format of financial bid.

3	Sri Archit Rastogi, M/s Thermo Fisher Scientific, Macmet House, 6th Floor, 10B, O.C. Ganguly Sarani, Kolkata-700020.	<table><tr><td>1. Tender Document Page no. 44 of 190) (Clause: Attachment -13 (3)), Indemnity Bond Request to kindly remove the Criminal Breach of Trust form the below clause as it's a commercial contract. "It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences"</td><td>1. Tender Document Page no. 80 & 81) (Clause: Attachment -13 (3)), Indemnity Bond Decision: The content of Indemnity Bond, Attachment -13 (3), page no. 80 & 81 is modified as "The Contractor undertakes that the Equipment's shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipments shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the contractor shall inter-alia constitute a breach of terms and conditions of this indemnity bond on the part of the Contractor for all intents and purposes including legal/ panel consequences".</td></tr><tr><td>2. General Limitation of liability of Bidder to be capped at 100% of the contract value. Hence, we request to include the below clause in the tender: "Limit of Liability: Not withstanding anything to the contrary contained herein, liability of the Seller under these terms and conditions (whether by reason of breach of contract, tort, indemnification, or otherwise shall not exceed an amount equal to the lesser of (a) the actual loss incurred by the Buyer or (b) 100 percent of the amount received by Seller from Buyer here. Notwithstanding anything to the contrary contained herein, in no event shall the Seller be liable for any indirect, special, consequential or incidental damages</td><td>2. General Decision: Board shall abide by the terms & conditions of e-bidding document.</td></tr></table>	1. Tender Document Page no. 44 of 190) (Clause: Attachment -13 (3)), Indemnity Bond Request to kindly remove the Criminal Breach of Trust form the below clause as it's a commercial contract. "It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences "	1. Tender Document Page no. 80 & 81) (Clause: Attachment -13 (3)), Indemnity Bond Decision: The content of Indemnity Bond, Attachment -13 (3), page no. 80 & 81 is modified as "The Contractor undertakes that the Equipment's shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipments shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the contractor shall inter-alia constitute a breach of terms and conditions of this indemnity bond on the part of the Contractor for all intents and purposes including legal/ panel consequences".	2. General Limitation of liability of Bidder to be capped at 100% of the contract value. Hence, we request to include the below clause in the tender: "Limit of Liability: Not withstanding anything to the contrary contained herein, liability of the Seller under these terms and conditions (whether by reason of breach of contract, tort, indemnification, or otherwise shall not exceed an amount equal to the lesser of (a) the actual loss incurred by the Buyer or (b) 100 percent of the amount received by Seller from Buyer here. Notwithstanding anything to the contrary contained herein, in no event shall the Seller be liable for any indirect, special, consequential or incidental damages	2. General Decision: Board shall abide by the terms & conditions of e-bidding document.
1. Tender Document Page no. 44 of 190) (Clause: Attachment -13 (3)), Indemnity Bond Request to kindly remove the Criminal Breach of Trust form the below clause as it's a commercial contract. "It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences "	1. Tender Document Page no. 80 & 81) (Clause: Attachment -13 (3)), Indemnity Bond Decision: The content of Indemnity Bond, Attachment -13 (3), page no. 80 & 81 is modified as "The Contractor undertakes that the Equipment's shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipments shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the contractor shall inter-alia constitute a breach of terms and conditions of this indemnity bond on the part of the Contractor for all intents and purposes including legal/ panel consequences".					
2. General Limitation of liability of Bidder to be capped at 100% of the contract value. Hence, we request to include the below clause in the tender: "Limit of Liability: Not withstanding anything to the contrary contained herein, liability of the Seller under these terms and conditions (whether by reason of breach of contract, tort, indemnification, or otherwise shall not exceed an amount equal to the lesser of (a) the actual loss incurred by the Buyer or (b) 100 percent of the amount received by Seller from Buyer here. Notwithstanding anything to the contrary contained herein, in no event shall the Seller be liable for any indirect, special, consequential or incidental damages	2. General Decision: Board shall abide by the terms & conditions of e-bidding document.					

	(including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of data, loss of profits or loss of goodwill), regardless of whether Seller - (a) has been informed of the possibility of such damages or (b) is negligent. The indemnity provided herein shall not apply to the extent that the Buyer, its employees, sub-Suppliers or agents are responsible for any damages, losses or costs incurred."	
3. Tender Document Page no. 07 of 190) (Clause: Annexure I) Transformer 25 KVA with cable up to length of 200 meter. Please provide some details & specification for the requirement of – Transformer 25 KVA with cable up to length of 200 meter.	3. Tender Document Page no. 07) (Clause: Annexure I) Transformer 25 KVA with cable up to length of 200 meter. Decision: Already responded at Sl. No. 1, query no. 6 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ecotech Monitoring Solutions Pvt. Ltd., Indore, MP.	
4. Tender Document Page no. 6 of 148) (Clause: 18.2) Volume-I Section-V General Conditions of contract We request for Standard Warranty to be 12 months from the date of commissioning or 18 months from last supply whichever is earlier. Below clause to be changed accordingly "In case O & M is not awarded / terminated the equipment shall remain warranted for 3 years from the date of commissioning." Main Supply and O&M shall be mentioned separately in Price Bid. And if the O&M is not awarded then 3 yrs. additional warranty shall be separately quoted."	4. Tender Document Page no. 103) (Clause: 18.2) Warranty /O&M contract However the Contractor shall warrant to the Board that the Equipment to be supplied under the Contract is new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. This warranty includes all spare parts and services to keep the instruments and equipment in operating condition. In case O & M is not awarded/terminated the equipment shall remain warranted for 3 years from the date of commissioning. Decision: Clause 18.2, page no. 103 (Warranty/O&M	

guy

	Contract) is modified as "However the Contractor shall warrant to the Board that the Equipment to be supplied under the Contract is new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. This warranty includes all spare parts and services to keep the instruments and equipment in operating condition. In case O&M is terminated the equipment shall remain warranted for 3 years from the date of commissioning". The Contractor shall further warrant to the Board that the Equipment complies strictly with the Specifications and has no defect, arising from design, materials, or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Equipment in the conditions prevailing to the final sites.	Contract) is modified as "However the Contractor shall warrant to the Board that the Equipment to be supplied under the Contract is new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. This warranty includes all spare parts and services to keep the instruments and equipment in operating condition. In case O&M is terminated the equipment shall remain warranted for 3 years from the date of commissioning". The Contractor shall further warrant to the Board that the Equipment complies strictly with the Specifications and has no defect, arising from design, materials, or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Equipment in the conditions prevailing to the final sites.
	5. Tender Document Page no. 121 of 148) (Clause: 6.2 & 11) Volume-I Section-VI Special Conditions of contract 6.2 –Work Schedule 11 – completion Bidder request that - All the equipment shall be supplied at Continuous Ambient Air Quality Monitoring Station Site (24 nos.), within 180 days from the date of notification of award instead of 120 days.	5. Tender Document Page no. 121 & 124) (Clause: 6.2 & 11) Decision: Already responded at Sl. No. 1, query no. 4 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ectotech Monitoring Solutions Pvt. Ltd., Indore, MP.
	6. Tender Document Page no. 126 of	6. Tender Document Page no. 126) (Clause: 13.2 (b))

	148) (Clause: 13.2 (b)) Volume-I Section-VI Special Conditions of contract Payment Terms goods and services (excluding O&M charges) supplied from India Request to change the payment terms as: Supply: For all local supply 90% payment will be made after dispatch of items and against submission of dispatch documents. Rest of the payment (balance 10%) shall be made after commissioning and submission of Invoices I&C: 100% payment shall be made against completion of commissioning and submission of invoice.	13.2 Terms and Conditions of Payment (b) Payment of goods and services (excluding O&M charges) supplied from India. 1) On Delivery: Eighty (80) % 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 2) On Final Acceptance: 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 & commissioning including Training (to be certified by the Board) of all the Equipment of the particular package at specified site(s) and submission of acceptance certificate. Decision: Already responded at Sl. No. 1, query no. 3 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ectotech Monitoring Solutions Pvt. Ltd., Indore, MP.
	7. Tender Document Page no. 127 of 148) (Clause: 16.2) Volume-I Section-VI Special Conditions of contract Maximum Deduction Bidder request that the maximum LD applicable shall be 5% instead of 10% of Supply portion. Please confirm your acceptance	7. Tender Document Page no. 127) (Clause: 16.2) Decision: Board shall abide by the terms & conditions of e-biding document.

Query

	8. Tender Document Page no. 16 of 41) (Clause: 5.2 & 5.3) Volume-II Technical Specification for CAAQMS NO-NO-NOx analyzer and NH3 analyzer NH3 analyzer is basically NO-NO2-NOx analyzer with NH3 converter. Bidder recommend that instead of purchasing separate analyzers for NO-NO2-NOx and NH3, Bihar PCB may consider purchasing combined analyzer for NO-NO2-NOx- NH3 as this analyzer shall provide reading of all parameters simultaneously. Please confirm your acceptance.	8. Tender Document Page no. 16 & 17) (Clause: Technical specification 5.2 & 5.3) Decision: Board shall purchase NO-NO2-NOx & NH3 analyzer separately for all proposed CAAQMS.
	9. Tender Document Page no. 22 of 41) (Clause: 7.1 1(v) & 1(vi)) Volume-II Technical Specification for CAAQMS It is recommended that calibration of analysers be done using calibration cylinders instead of permeation tubes, as this also helps to perform linearity checks due to three - point calibration. Please confirm that Bidder shall supply AAQMS system with calibration using cylinders only and not permeation tubes. Hence, please confirm that Cl. No. (v) and (vi) of MULTI POINT GAS CALIBRATION SYSTEM- CL. 7.1 on Pg. 22 of 41 shall also be	9. Tender Document Page no. 20 (Clause: 7.1 (v) (vi) – MULTI POINT GAS CALIBRATION SYSTEM): Decision: Already responded at Sl. No. 1, query no. 7 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ecotech Monitoring Solutions Pvt. Ltd., Indore, MP.

removed, as it would have no use.	
10. Tender Document Page no. 20 of 41) (Clause: 5.5 (11) & 7.1 (iv)) Volume-II Technical Specification for CAAQMS Please confirm if Ozone generator is required in Ozone analyzer or Multi-point calibrator as it is asked in both. Bidder recommend that as Ozone Generator shall be supplied in Ozone analyzer so the requirement of Ozone generator from Multi Gas calibrator may be removed.	10. Tender Document Page no. 17 & 20) (Clause: 5.5 (11) & 7.1 (iv)) Decision: Bidder shall abide by the terms & conditions of e-bidding document.
11. General Volume-I Global Tender Notice - CL/773/2020/821 dated 4th June 2020, International Competitive Bidding for Supply, Installation, Commissioning and Comprehensive Operation & Maintenance services of Continuous Ambient Air Quality Monitoring Stations for the state of Bihar. As per the recent amendment to the General Financial Rules (GFR), notified by department of expenditure under ministry of Finance, Govt of India wherein, <i>the global tenders up to Rs. 200 Crore are disallowed in government procurement</i> to boost MSME's and domestic suppliers in India. We request to change this tender to a domestic Tender.	11. General Decision: In view of the Ministry of Finance, Department of Expenditure Procurement Policy Division, Govt. of India notification F No. 12/17/2019-PPD, dated-15.05.2020 The phrase "International Competitive Bidding" & "Global Tender Notice" (Page no. 1 & 3) are replaced by "Notice Inviting e-Tender (NIT)".

4 Miss. Puja Kumari, M/s Horiba India Pvt. Ltd., 246 Okhla Industrial Estate, Phase-III, New Delhi-110020.	1. Tender Document Page no. 3 of 190) (Clause: IFB (7)) Bidder shall submit "Earnest Money Deposit" (EMD) of Rs. 82 Lakh (Eighty two Lakh) through e- Payment mode (i.e. NEFT/RTGS, Credit/Debit Card & Net Banking) only through https://www.eproc.bihar.gov.in Request to allow EMD in the form of "Bank Guarantee"	1. Tender Document Page no. 3) (Clause: IFB (7)) Bidders shall submit "Earnest Money Deposit" (EMD) of Rs. 82 Lakh (Rs. Eight two Lakh) through e-Payment mode (i.e. NEFT/RTGS, Credit/Debit Card & Net Banking) only through https://www.eproc.bihar.gov.in Decision: Already responded at Sl. No. 1, query no. 2 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ecotech Monitoring Solutions Pvt. Ltd., Indore, MP.
	2. Tender Document Page no. 13 & 14 of 190) (Clause: 2.5.1 & 2.5.4(ii)) 2.5.1 The bidder should be a manufacturer or authorized representative, as listed in the scope of work who must have manufactured, supplied, tested and commissioned minimum six (6) nos. of similar air monitoring stations in India either container based or otherwise in last three years which should be in satisfactory operation. "Similar Monitoring Stations" stands for CAAQM stations containing at least five analyzers out of the eight base analyzers. 2.5.4 (ii) The bidder, as authorized representative, supplied, tested and commissioned minimum six (6) nos. similar air monitoring stations in India either container based or otherwise in last three years which should be in satisfactory operation with no adverse report for last two	2. Tender Document Page no. 13 & 14) (Clause: 2.5.1 & 2.5.5(ii)) Decision: Bidder shall abide by the terms & conditions of Qualifying Requirements of Bidders as mentioned in e-bidding document.

	(2) year as on date of bid opening Bid opening date is 16.07.2020. In order to have 2 years of satisfactory operation, we should only select stations that were commissioned between 16.07.2017 and 16.07.2018 only. That leaves us with just one year to pick 6 stations. We request you to consider one year of satisfactory operation in place of 2 years. 2.5.1 The bidder should be a manufacture or authorized representative as listed in the scope of work , who on its own or along with his associate as O&M partner must have manufactured, supplied, tested and commissioned minimum four (6) nos. similar air monitoring stations in India or overseas either container based or otherwise in last three years which should be in satisfactory operation. 3. Tender Document Page no. 13 of 190) (Clause: 2.5.2) The bidder should offer maximum three make/mannufacturer for supply of 8 different analyzers (Sl. no. : 6-14 of Annexure1). The requirement do not apply for procurement of Black Carbon Monitors/ Aethalometers at selected sites. We understand the limitation of no. of make and manufacturer of instrument will limit to supply the quality product. We request you to	3. Tender Document Page no. 13) (Clause: 2.5.2) 2.5.2 The bidder should offer maximum three make/mannufacturer for supply of 8 different analyzers (Sl. no.: 6-14 of Annexure-1). The requirement do not apply for procurement of Black Carbon Monitors/ Aethalometers at selected sites. Decision: Bidder shall abide by the terms & conditions of e-biding document.
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	allow of at least 4 manufacturers to quote for analyzer.	
	4. Tender Document Page no. 41 of 190) (Clause: 2.0 (C)) The State Board at present runs eleven (11) such continuous ambient air quality monitoring stations. Data generated in the stations through this contract will have to be transferred electronically (modem/dongle) to the central server of the Board. The Board shall provide all required electronic links / passwords for establishing such data transfer protocol to the existing server. The contractors maintaining these 11 stations are required to share any information required for data transfer, unconditionally with the successful bidder of this tender.	4. Tender Document Page no. 41) (Clause: 2.0 (C)) 2.0 SCOPE OF SERVICES c) The State Board at present runs eleven (11) such continuous ambient air quality monitoring stations. Data generated in the stations through this contract will have to be transferred electronically (modem/dongle) to the central server of the Board. The Board shall provide all required electronic links / passwords for establishing such data transfer protocol to the existing server. Decision: Bidder shall abide by the terms & conditions of e-bidding document mentioned.
	5. Tender Document Page no. 26 of 190) (Clause: 6.4) Currencies of Bid: The unit rates and the prices shall be quoted by the bidder separately in INR only for the equipment, which the bidder proposes to supply. The foreign bidders should quote the price in foreign currency. In case they have instruments and services of Indian foreign/agent, the same may be quoted in Indian Rupees (INR).	5. Tender Document Page no. 26) (Clause: 6.4) Decision: Already responded at Sl. No. 2, query no. 9 of M/s Environment SA India. Pvt. Ltd., D-16, 3 & 4, TTC Industrial Area, MIDC, Turbhe, Navi Mumbai-400705.

	Please clarify if Indian bidder can quote imported items in foreign currency and local items in Indian rupees. Please clarify how many different foreign currencies are acceptable?	
	6. Tender Document Page no. 166 of 190) (Clause: 5.6.3) BTEX analyzer detector Photo Ionization Detector (PID) or other equivalent detector as per EPA/EU/TUV/MCER approved specifications, which do not require hydrogen or other das to operate it. The system should have auto clean & auto calibration facilities. Please clarify of BTEX analyzer must (MCERTS) certified or is it enough if it's detector alone is certified?	6. Tender Document Page no. 18) (Clause: 5.6.3) 5.6 AMBIENT BTEX ANALYSER 5.6.3 DETECTOR Photo Ionization Detector (PID) or other equivalent detector as per EPA/EU/TUV/MCER approved specifications, which do not require hydrogen or other das to operate it. The system should have auto-clean & auto calibration facilities. PID Lamp eV should be 10.6eV. PID sensitivity sensor should be available to check sensitivity. Decision: Bidder shall provide EPA or EU or TUV certification of BTEX analyzer (not only detector).
5.	Sri Ramanjallu, M/s Envirotech Online Equipments Private Limited, Plot No. 325, HMT Hills, Opp: JNTU Road, Kukatpally, Hyderabad-500 085. EMD : In the tender EMD for 82 lakhs mode of payment is NEFT/RTGS, Credit/Debit Card & Net Banking. Where as in the current situation is difficult for cash arrangements. We request you to accept Bank Guarantee option also for the same said amount. Pre Bid Meeting : In the tender Pre Bid meeting is scheduled on 18.06.2020. Due to lock down in the country travel is not possible. We request you to extend the date for another 10 days and conduct online pre bid meeting.	Decision: Already responded at Sl. No. 1, query no. 2 of M/s Ecotech PTY Limited, Australia Indian subsidiary: M/s Ecotech Monitoring Solutions Pvt. Ltd., Indore, MP. Decision: Already extended and corrigendum notice issued.

	Global tender : In the tender it is mentioned as "Invitation for International Competitive Bidding". As per new guidelines of Finance Ministry "To protect Indian MSMEs from competition from foreign companies, global tenders of up to Rs 200 crore will not be allowed in government procurement tenders". We request you to kindly consider the invitation accordingly. Bid Submission Date: In the tender bid submission date is 15.07.2020. We request you to extend the bid submission date for another one month. We request you to kindly allow the bidder (Envirotech Online) to submit the bid in multiple currencies. i.e. INR, USD & EURO.	Decision: Already responded at Sl. No. 3, query no. 11 of M/s Thermo Fisher Scientific, Macmet House, 6th Floor, 10B, O.C. Ganguly Sarani, Kolkata-700020
		Decision: Already extended and corrigendum notice issued.
		Decision: Already responded at Sl. No. 2, query no. 9 of M/s Environment SA India. Pvt. Ltd., D-16, 3 & 4, TTC Industrial Area, MIDC, Turbhe, Navi Mumbai-400705.
6. Others	Clause: 5.2 (3(e)) Techno commercial bid including technical specification and catalogs: The bidder shall offer only one manufacturer, one brand and one model.	Tender Document Page no. 23, Volume-I, Clause: 5.2 (3(e)) Techno commercial bid including technical specification and catalogs Decision: This clause is omitted.


 (S.N. Jayswal)
 Board Analyst


 (Alok Kumar)
 Member Secretary

Pre Bid Meeting related to NIT No. CL/773/2020/821, dated-04.06.2020 for "Supply, Installation & Commissioning of Continuous Ambient Air Quality Monitoring Stations (CAAQMS) and Operation & Maintenance Services for these CAAQMS at different places of Bihar".

Through: Video Conference (VC)

Date: 25.06.2020

at 03:00 pm

Venue: Bihar State Pollution Control Board, Patna-800 010

Attendance Sheet

Sl. No.	Name of the representative of Bidder	Designation	E-mail ID & Mobile no.
1.	Sri Arun Nair, M/s Ecotech PTY Limited, Australia, Indian subsidiary: M/s Ectotech Monitoring Solutions Pvt. Ltd., Indore, MP.	Manager Contracts & Commercial	arun.nair@acoem.com 9909920384; 9967034040
2.	Sri Anajn Neogy, M/s Environment SA India. Pvt. Ltd., D-16, 3 & 4, TTC, Industrial Area, MIDC, Turbhe, Navi Mumbai-400705.	DGM	a.neogy@envea.global 9830891158
3.	Sri Archit Rastogi, M/s Thermo Fisher Scientific, Macmet House, 6th Floor, 10B, O.C. Ganguly Sarani, Kolkata-700020.	Regional Sales Manager	archit.rastogi@thermofisher.com 7506642708; 9330455931
4.	Miss. Puja Kumari, M/s Horiba India Pvt. Ltd., 246 Okhla Industrial Estate, Phase-III, New Delhi-110020.	Sales Leader	puja.kumari@horiba.com 8920890811
5.	Sri Ramanjallu, M/s Envirotech Online Equipments Private Limited, Plot No. 325, HMT Hills, Opp: JNTU Road, Kukatpally, Hyderabad-500 085.	Director	project.envirotechonline@gmail.com 9849403686