

Issued on: June 29<sup>th</sup>, 2021

**Bid Reference: MBDA/673/2020/Vol-1/434, Date of issue of Bidding Documents: May 24<sup>th</sup>, 2021**

**Minutes of Pre –Bid Meeting held virtually for Procurement of Pico Turbines for Meghalaya Basin Development Authority(MBDA)**

**Place:** MBDA, Shillong; considering the pandemic situation, the pre-bid meeting was conducted virtually using Zoom Platform with bidders who have shown their interest and requested for the link (as mentioned in the bid document)

**Date:** June 1<sup>st</sup>, 2021

**Time:** 11:00 AM

**Participants from MBDA and other agencies: All the participant participated virtually .**

**MBDA ;**

1. Shri. Lam Shabong, Director, MINR, MBDA.
2. Smt. Evelyn M. Pariat, Technical Expert, Green Energy – INR, MBDA
3. Shri. Mike Donald Khyriem, Asst. Manager, Green Energy, INR, MBDA
4. Shri. Daniel Chyne, Technical Assistant, Green Energy, INR, MBDA
5. Smt. DamaphiRyngkhun , P&A Procurement, MBMA

**Vendors;**

6. Kirloskar Brothers Ltd.
7. Takum Chang, NEPED
8. Rongali Green Energy
9. Dobriyal brothers
10. Swamina International Private Limited
11. PT Entec Indonesia

Queries submitted in written and raised by the agency/agencies during the pre-bid meeting held on **June 1<sup>st</sup>, 2021** and clarifications with regard to RFB for **Procurement of Pico Turbines for Meghalaya Basin Development Authority(MBDA)** are as follows:

Sl. No.	RFB Clause	Description as per the Bid	Queries	MBDA Response
1	1. Definitions (e)	“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.	<p>1. Supplier shall provide onsite training related to machine repair , O&amp;M only to authorized members of MBDA who shall further train community members on their own . Pl confirm same</p> <p>2. Please clarify in detail about Capacity Building for community managing the assets. Present clause is open ended and need more clarification</p> <p>3. Supplier do not have expertise to build Civil Works for each site and MBDA to exclude such works from supplier's scope</p>	<p>1. Confirmed to TWO onsite trainings related to machine repair , O&amp;M for Energy Team of MINR and Field Engineers of Khasi, Jaintia and Garo Hills. Therefore ONE training in Khasi Hills and ONE training in Garo Hills and the VECs will inturn be trained by these Engineers.</p> <p>2. Supplier to provide Capacity Building to the Energy Team and Field Engineers on and off line whenever need arise from community managing the assets during the warranty period.</p>
2	1. Definitions (j)	“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.		<p>3. MBDA to take care of Civil Works</p> <p>4. It is a separate part of the financial proposal and will be evaluated</p>
3	Clause 16.5	In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.	Please specify the rate of interest on the amount of delayed payment. There is no such interest shown in SCC.	Not Applicable

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4	Clause 17.2	For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.	All taxes, duties, license fees and levies shall be paid extra at actual.	the amount of taxes or any other duties to be mentioned by the bidder; will be extra, over and above the equipment cost.
5	Clause 18.4	The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC. SCC : Substitute Clause 18.4 of the GCC by the following: Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.	This clause is open ended and MBDA need to put time & obligation cap for release of Performance security	The selected supplier will be intimated of the period (2 years of warranty and 60 days) for submitting the Bank Guarantee through a letter of Acceptance, once the evaluation is completed and recommendation is approved. The duration is fixed. However, the warranty period can only start from the installation of the turbines; hence cannot be fixed at this time. The BG may require extensions if delays happen in installation.
6	Clause 25.2	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the	Supplier shall provide onsite training related to machine repair , O&M only to authorized members of MBDA who shall further train community members on their own . Pl confirm same	1. Confirmed to TWO onsite trainings related to machine repair , O&M for Energy Team of MINR and Field Engineers of Khasi, Jaintia and Garo Hills. Therefore ONE training in Khasi Hills and ONE training in Garo Hills and the VECs will inturn be trained by these Engineers.

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		<p>supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>		
7	Clause 25.3	<p>Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>	<p>Prices charged by the Supplier for incidental services, shall be as per best practices as followed with other customers and shall be competitive. However they shall not be compared with other parties as every supplier has own pricing policy</p>	<p>The cost of related/incidental services is also a part of the financial evaluation.</p>
8	Clause 26.5	<p>The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and</p>	<p>All special tests and / or inspections not required by the Contract but deemed necessary by Purchaser shall be at Purchaser's cost and expenses.</p>	<p>Agreed.</p>

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		<p>expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>SCC :</p> <p>The Inspections and tests shall be conducted at: MINR, MBDA</p>		
9	Clause 28.3	<p>Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>SCC :</p> <p>The period of validity of the Warranty shall be one year.</p>	<p>The term in SCC shall specify that the period of validity of the Warranty shall be one year from the date of delivery at the final destination.</p> <p>This warranty is not connected with date of usage of the equipment and the following requirements must be accomplished as specified bellow and/or in the Instructions &amp; Operation Manual of Supplier:</p> <ul style="list-style-type: none"> <li>-Adequate transportation, proper handling and storage;</li> <li>- Correct Installation along with specified environment conditions and free of abrasive particles;</li> <li>- Operation within normal rated running</li> </ul>	<p>The statement must be read as:</p> <p>“The period of validity of the Warranty shall be two years“</p> <p>typo is regretted.</p>

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			<p>conditions;</p> <ul style="list-style-type: none"> <li>- Periodical preventive maintenance activities;</li> <li>- Repairs and/or replacements made only by qualified personnel duly authorized in writing by Supplier;</li> <li>- In case of any abnormal situation, the equipment be made available to Supplier for identifying the cause of the failure and the required repair services within 24 hours of its occurrence;</li> <li>- Immediate notice (within 24 hours max. from the occurrence of the defect) by buyer about the defects occurred and further acknowledged by Supplier as manufacturing defects.</li> <li>- The warranty does not cover parts and/or components which by their very nature are considered as wear ( Wear &amp; Tear Standard )</li> </ul>	
10	Please add the following clauses -	1	<p>MBDA shall be responsible for giving clear site fronts, readiness of the supporting structures /civil works such as construction of intake structure, forebay, penstock, platform for mounting the Pico Turbines/Hydro Generators, power house, Controller including the laying of, transmission line etc., and resolving local issues at site.</p> <p>In the event of delay in i) giving clear site</p>	No Change as MBDA will take care

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			fronts ii) readiness of the supporting structures /civil works such as construction of intake structure, forebay, penstock, platform for mounting the Pico Turbines/Hydro Generators, power house, Controller including the laying of, transmission line etc., iii) delays in erection and commissioning due to local issues, the contractor shall be entitled to foreclose the contract on as is where is basis by giving a written notice to MBDA. In such case, the Contractor shall be entitled to claim all the price / claims for works done till such time of foreclosure.	
11	Section VII - Schedule of Requirements  3. Technical Specifications  5. Broad Scope of Work/Role and responsibilities of the Manufacturer/Supplier : ( page 83 of 128)	The Manufacturer/Supplier shall undertake: (a) Production and on time delivery of the Pico Turbines/Hydro Generators as per sites requirement and to facilitate establishment of a Production Unit in Shillong.	Please clarify what is expected under the scope -"to facilitate establishment of a Production Unit in Shillong."	Not required.
12	Section VII - Schedule of Requirements  3. Technical	The Manufacturer/Supplier shall undertake:  (c) Training and Capacity Building in basic operation and maintenance of the	1.Supplier shall provide onsite training related to machine repair , O&M only to authorized members of MBDA . Pl confirm same 2. Please clarify in detail about Capacity	1. 1. Confirmed to TWO onsite trainings related to machine repair , O&M for Energy Team of MINR and Field Engineers of Khasi, Jaintia and Garo Hills. Therefore ONE training in Khasi

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	Specifications  5. Broad Scope of Work/Role and responsibilities of the Manufacturer/Supplier : ( page 83 of 128)	Pico Turbines/Hydro Generators to the members of the community managing the assets so that they will be in a position to be able to repair the machine in case of any breakdown. (d) Technical support shall be provided to the community for minor and major repairs of the Pico Turbines/Hydro Generators and other associated components. (e) Facilitate the community to take-up Civil Works (Construction of intake structure, forebay, penstock, platform for mounting the Pico Turbines/Hydro Generators, power house, Controller including the laying of,transmission line etc.) as per specifications in the DPR.	Building for community managing the assets. Present clause is quite open ended 3.Supplier do not have expertise to build Civil Works for each site and MBDA to exclude such works from supplier's scope	Hills and ONE training in Garo Hills and the VECs will inturn be trained by these Engineers. 2. Supplier to provide Capacity Building to the Energy Team and Field Engineers on and off line whenever need arise from community managing the assets during the warranty period. 3. MBDA to take care of Civil Works
13	Terms of payment-GCC 16.1	1. Mobilization Advance of 20% at the time of contract signing against an equal amount of Bank Guarantee. 2. Payment: 70 percent on Delivery and remaining 20 percent on installation and acceptance of the turbines. 3. Payment for Operations and Maintenance will be paid on annual basis after satisfactory installation and commission of all the turbines	20% interest free advance at the time of contract signing against corporate guarantee . Value of CPBG to be reduced on quarterly basis as per the billing and invoices raised. Once entire advance is adjusted, CPBG to be returned to us for cancellation	Revisions in payment terms if required will be discussed with the recommended bidder.
14	Terms of payment-GCC 16.1		70% of basic amount plus applicable 100% GST on pro-rata against AT SIGHT LC – Documents to be submitted to bank (1) Original Bill of Exchange (2) Original tax	Revisions in payment terms if required will be discussed with the recommended bidder.



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			invoice (3) Original commercial invoice (4) Xerox copy of material despatch clearance and (5) Original consignee copy of LR	
15	Terms of payment- GCC 16.1		Balance 10% on completion of 15 days from the date of submission of our invoice.	Revisions in payment terms if required will be discussed with the recommended bidder.
16	Terms of payment- GCC 16.1		Irrevocable Letter of credit (LC) from any nationalized bank shall be established on signing of supply contract and LC shall be kept valid till completion of supply or any extension period thereof	Revisions in payment terms if required will be discussed with the recommended bidder.
17	Terms of payment- GCC 16.1		For delayed payment, 24% interest clause to insert in the contract	Not Applicable
18	GCC 18.1	Performance Security to the Purchaser shall be for an amount of 5% of the total contract value, valid upto 60 days after the date of completion of performance obligations of two years including warranty obligations of two years.(total period of performance security shall be 28 months)	Readiness of each site for equipment's on site performance can not be ascertained and depend upon many factors which are beyond control of supplier.Hence 5% Performance Bank Guarantee shall be discharged returned within max 6 months from date of supply.	BG is to be returned after a period of 2 years and 60 days
19	GCC 25.2	1. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods(Installation and Commissioning leading to acceptance by the purchaser) 2.Operation and maintenance manuals	A. Supply contract shall be separately entered with requested terms of payment & method of payment. B. O&M of each site shall be in kept scope of MBDA. Only supervision of Installation & commissioning limited to 5 days for	A. there will be only one contract. Revisions in payment terms if required will be discussed with the recommended bidder. B. Agreed

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		together with drawings of the goods and equipment. 3. Operations and maintenance for fiveyears including two years of warranty period. 4.Training of 2 district/block level officials and beneficiaries at each location.	each site shall be in scope of supplier.	
20	GCC 26.2	The Inspections and tests shall be conducted at: MINR, MBDA	PICO units shall be duly tested at supplier's works before dispatch . Hence inspection & test at MINR, MBDA shall not be possible and applicable	Supplier will be required to produce the inspection reports in that case for each unit.
21	GCC 27.1	The liquidated damages shall be: 0.5% of contract price per week or part thereof.	LD shall be max 5% of undelivered portion and not on contract price	To be discussed with the recommended bidder at the time of contract signing, though LD percentage will not change,
22	GCC 27.1	The maximum amount of liquidated damages shall be: 10%	LD shall be max 5% of undelivered portion and not on contract price	As above.
23	GCC 28.3	The period of validity of the Warranty shall be one year	The period of warranty shall be 12 months from date of dispatch or 18 months from date of commissioning whichever is earlier	The clause to be amended for 2 years from the date of commissioning; please refer to point 9 of these minutes.
24	Section VII - Schedule of Requirements: 4. Technical Specifications, Page No. 78	Adjustable/Replaceable Nozzle : 10mm -Minimum, 30mm-Maximum	The Hydro generators are Pump as turbine type. Hence Nozzles will not applicable. Please confirm	Nozzle as per specifications given is required. As per our experiences the nozzle is always required in the Turbine as it connects the pipeline. Therefore, we do not comply with the Supplier since we haven't seen its product and also because they have referred Pico Turbine as a Pump.

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25	Section VII - Schedule of Requirements: 5. Broad Scope of Work/Role and responsibilities of the Manufacturer/ Supplier:, Page No. 78	(a) Production and on time delivery of the Pico Turbines/Hydro Generators as per sites requirement and to facilitate establishment of a Production Unit in Shillong.	Supplier has already established production unit and it is not feasible to put another unit at Shillong . Please elaborate this clause in detail	Not Required.
26	Section VII - Schedule of Requirements: 5. Broad Scope of Work/Role and responsibilities of the Manufacturer/ Supplier:, Page No. 78	(e) Facilitate the community to take-up Civil Works (Construction of intake structure, forebay, penstock, platform for mounting the Pico Turbines/Hydro Generators, power house, Controller including the laying of, transmission line etc.,) as per specifications in the DPR.	Civil works not in the scope of bidders. MBDA shall be responsible for giving clear site fronts, readiness of the supporting structures/civil works such as construction of intake structure, forebay, penstock, platform for mounting the Pico Turbines, power house, Controller including the laying of, transmission line etc., and resolving local issues at site. In the event of delay in i) giving clear site fronts ii) readiness of the supporting structures /civil works such as construction of intake structure, forebay, penstock, platform for mounting the Pico Turbines, power house, Controller including the laying of, transmission line etc., iii) delays in erection and commissioning due to local issues, the contractor shall be entitled to foreclose the contract on as is where is basis by giving a written notice to MBDA. In such case, the	MBDA will take care of Civil Works

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			Contractor shall be entitled to claim all the price / claims for works done till such time of foreclosure. Please confirm.	
27	Section VII - Schedule of Requirements: Delivery Period and Installation details, Page No. 79	DELIVERY REQUIREMENT: - August-2021	Observing on current pandemic situation, the delivery will be possible in around 12 months in phased manner, from date of contract & advance payment & Letter of credit issuance. Please confirm acceptance.	The Delivery of the Turbines maybe divided into phase wise:- By September:- delivery of 59 turbines By October :- delivery of 45 turbines By November:- delivery of 45 Turbines Please refer to amendment
28	Section VII - Schedule of Requirements: 5. Inspections and Tests, Page No. 85	An average uptake efficiency of 98% (to modify as considered appropriate for each case) for the duration of test period shall be considered as satisfactory.	Please clarify in details.	Efficiency to be at 80% and above.
29	Section VII - Schedule of Requirements: 5. Inspections and Tests, Page No. 84	The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation.	The tests will be conducted as per ISO 9906 2018 GR. 3B subject to availability of specified head and flow at site. Please confirm.	After completion of the installation and commissioning at the site of the installation the machine should be found functioning as per the requirements with the mentioned head and discharge.
30	Bid Submission	Mentioned as June 30, 2021 (1600 Hrs. IST)	Considering ongoing pandemic situation , we need some more time to get market support & prepare bids . Hence request extension till 30 July 2021	Please refer to the Amendment
31	Technical Specification , Page	lean flow, peak flow, average flow	What is the method used to measure the flow and head? What should be the design flow rate? ( They have give lean flow, peak	a. Method used to measure the flow is the Stream Cross-Sectional Area-Velocity Method; and head with Altimeter,GPS

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	No. 79		flow, average flow). If the readings are wrong for a site and the turbine unit is not producing sufficient power, who is responsible for that?	and Total Station b. The design flow rate should be lean flow c. Does not arise as a third party evaluation of the Pico Turbine vis a vis the readings before dispatching it to the site will be tested. This is because of past experiences where we had received machines which were faulty and had to be replaced and this was found out only after the machine was taken to the site.
32	Section VII - Schedule of Requirements  3. Technical Specifications  5. Broad Scope of Work/Role and responsibilities of the Manufacturer/Supplier : ( page 83 of 128)	(e) Facilitate the community to take-up Civil Works (Construction of intake structure, forebay, penstock, platform for mounting the Pico Turbines/Hydro Generators, power house, Controller including the laying of,transmission line etc.,) as per specifications in the DPR.	The scope of this tender covers equipment supply, installation and commissioning, and AMC. Who is responsible for civil works? If the civil works get delayed in a site, how does that affect the payment to the equipment supplier?	a. Installations to only 11 sites (1 at each site per district ) will be required, whereas the rest of the installations will be done by Green Energy Team, MINR.  b. The Green Energy Team, MINR will be responsible with the civil works c. There will be no delay in the civil works.
33	Section VII - Schedule of Requirements: Delivery Period and Installation details, Page No. 79	DELIVERY REQUIREMENT: - August-2021	Within the short time given in this tender, it is not possible for us to deliver 149 units. We can deliver 40 units. Can we quote only for this number? Or if you want us to quote for all the 149 units, we will need 10 months delivery time.	The Delivery of the turbines maybe divided into phase wise:-  By September :- delivery of 59 turbines  By October :- delivery of 45 turbines  By November :- delivery of 45 Turbines

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34	Section VII - Schedule of Requirements  3. Technical Specifications  5. Broad Scope of Work/Role and responsibilities of the Manufacturer/Supplier : ( page 83 of 128)	The Manufacturer/Supplier shall undertake:  (c) Training and Capacity Building in basic operation and maintenance of the Pico Turbines/Hydro Generators to the members of the community managing the assets so that they will be in a position to be able to repair the machine in case of any breakdown. (d) Technical support shall be provided to the community for minor and major repairs of the Pico Turbines/Hydro Generators and other associated components.	Annual maintenance can be taken up. But day to day operation will be under the village committee. Only training can be provided by us.	Agreed.
35	GCC 18.1	Performance Security to the Purchaser shall be for an amount of 5% of the total contract value, valid upto 60 days after the date of completion of performance obligations of two years including warranty obligations of two years.(total period of performance security shall be 28 months)	They are asking for a performance guarantee. 5% of the contract value will be held for 2 years (warranty period) + 60days. I feel this is high. Is there any alternate to this.	No Change
36	1. Definitions (e)	“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.	1.Supplier shall provide onsite training related to machine repair , O&M only to authorized members of MBDA who shall further train community members on their own . Pl confirm same 2. Please clarify in detail about Capacity Building for community managing the assets. Present clause is open ended and	1. Confirmed to TWO onsite trainings related to machine repair , O&M for Energy Team of MINR and Field Engineers of Khasi, Jaintia and Garo Hills. Therefore ONE training in Khasi Hills and ONE training in Garo Hills and the VECs will inturn be trained by these Engineers. 2. Supplier to provide Capacity Building

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			need more clarification 3. Supplier do not have expertise to build Civil Works for each site and MBDA to exclude such works from supplier's scope	to the Energy Team and Field Engineers on and off line whenever need arise from community managing the assets during the warranty period.
37	1. Definitions (j)	“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.		3. MBDA to take care of Civil Works
38	Technical Part- POST QUALIFICATION CRITERIA	Financial: The Bidder must have average annual turnover during the last 3 (three) years.  (2017 – 2018; 2018 – 2019; 2019 – 2020)	Considering the turn over upto 3 crore, we are Pico turbine manufacturer, and it's too big turn over for any Pico hydro turbine manufacturer, so please give us some relaxation on it.	Please refer to the Amendment

*Sd/-*

**Shri. Shantanu Sharma, IAS**  
**Executive Director**  
**Meghalaya Basin Development Authority**