

Issued on: December 23, 2020

**Bid Reference: MBDA/673/2020/106, Date of issue of Bidding Documents: November 27, 2020**

**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:** December 11, 2020

**Time:** 11:00 AM

**Participants from MBDA and other agencies: Attendance Sheet Attached**

Queries submitted in written and raised by the agency/agencies during the pre-bid meeting held on **December 11, 2020** and clarifications with regard to RFB for **Procurement of Pico Turbines for Meghalaya Basin Development Authority (MBDA)** are as follows:

Sl. No.	RFB Clause	Page No.	Description as per the Bid	Queries	MBDA Response
1	Section I - Instructions to Bidders ;clause No. 2	7	Source of Funds- MBDA	Please clarify if MBDA has partnered with any Financial Institutions / MNRE etc to ensure payments to suppliers or it is purely own source of funding	Funds will be from MBDA
2	Section I - Instructions to Bidders ;clause 4.4	9	A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8	Please confirm if tender is specifically allowed for domestic suppliers inline with Make In India policy of Govt of India.	National & International Bidders can participate provided they meet the terms & conditions of the Bid Document. No preference.
3	Section II - Bid Data Sheet (BDS) ;C. Preparation of Bids;ITB 14.5	44	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract	Price variation clause shall be made applicable for supply and service contract.	No Change
4	Section III - Evaluation and Qualification Criteria; FINANCIAL PART;;3.1. Evaluation Criteria (ITB 34.5);a	50	Delivery schedule. (as per Incoterms specified in the BDS) "The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and	PICO Turbines systems are tailor made to suit site condition and also need to be tested at factory before dispatch hence most optimistic delivery could be started after 6 Months from date of Contract Agreement and receipt of	Delivery Schedule is revised.  If the bidders can formulate a Supply on completion basis, such as, delivery of 10 Machines at a

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			before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive"	initial advance subject to Force Majeure clause. Please confirm the same  Approvals & Clearance are delayed for Force Majeure clause.	time, from the date of signing the contract. Please refer to Addendum Sl. No. 1  Clause 32.1 Force Majeure is provided in the contract forms of bid document may be seen for better clarity on the provisions of using the clause.
5	Section III - Evaluation and Qualification Criteria; FINANCIAL PART; 3.1. Evaluation Criteria (ITB 34.5) g:Specific additional criteria; O &M	50	Operations and Maintenance for 2 years including 2 years warranty period	O&M of 2 years by supplier shall not be made mandatory and O&M to be taken care by MBDA agency. Pl confirm	1 year of Standard Warranty & 2 years of O & M period by the supplier including the warranty period.  Please refer to Addendum Sl. No.2
6	Section III - Evaluation and Qualification Criteria; FINANCIAL PART; 3.1. Evaluation Criteria (ITB 34.5) g:Specific additional criteria; Warranty	50	2 years	Warranty is generally 12 months from date of equipment dispatch from factory. Is this acceptable ?	Same as above.
7	Section III - Evaluation and Qualification Criteria; FINANCIAL PART; 3.1. Evaluation Criteria (ITB 34.5) g:Specific additional criteria; O &M	50	Operations and Maintenance for 5 years including 2 years warranty period	MBDA is purchasing Authority of PICO. Can they organize respective plant's O&M from their own agency / source instead of PICO Supplier ?	By O&M we mean: * It is mandatory for the bidders to provide Capacity Building and Training to at least 2 identified operators. So that are well equipped with Operation and Maintenance of the PICO. * The 2 Operators will use the skills acquired from the capacity building provided by the bidders and they will be involved in handling all the Operations and Maintenance of the PICO at the project site.

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					<p>* It is mandatory for the bidders to be available at least over telephonic conversation as a support for the Operators at the project sites for throughout 3 years after the installation of the PICO.</p> <p>* It is mandatory for the bidders to share a working and operational telephone number with the Operators at the project sites.</p> <p>* Spare parts should be readily available in case of any wear and tear to be made for the PICO by the Operators.</p> <p>* It is mandatory for the bidder to provide one Operation and Maintenance Manual to the Operators.</p> <p>Payment of O &amp; M will be given on annual basis</p>
8	Section III - Evaluation and Qualification Criteria; FINANCIAL PART; 3.1. Evaluation Criteria (ITB 34.5) g:Specific additional criteria Capacity Building	50	Capacity Building	Please elaborate this requirement for understanding of Bidder	Supplier will be required to provide training, and build capacities of the village/block/representatives authorized by MBMA at each delivery location
9	Section VII - Schedule of Requirements: 4. Technical Specifications,	75	<p>Technical Specifications:</p> <p>Capacity : 3kW ~ 5kw</p> <p>Discharge Range : 10 - 40 ltrs /sec</p> <p>Head Range : 3m - 35 m</p>	<p>Site data does not match with the technical Specifications. Clarification required based on which parameters PICO turbine to be selected.</p> <p>1. Whether same model is to be supplied in 100 quantities or different models may be offered?</p> <p>2. There are few machines that are below 3 kW against given operating parameter and some are beyond 5 kW . Please confirm wheather only machines</p>	<p>1. The Models may vary accordingly.</p> <p>2. The range is fixed between 3-5 KW.</p> <p>3. No tolerance is considered.</p>

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				within 3 to 5 kW to be quoted. 3. Would like to know for given site data ( Flow and Head ) what tolerances are considered.	
10	Section VII - Schedule of Requirements: Delivery Period and Installation details,	. 77	DELIVERY REQUIREMENT: Site specific Data	Delivery of 100 sets shall be made to MBDA's Single Destination at Shillong. Delivery address shall be confirmed by MBDA.	To be delivered at respective Block locations.
11	Section VII - Schedule of Requirements: 4. Technical Specifications,	75	Head Range : 3m - 35 m	3 kW output will not be feasible at head of 3 m and specified flow range. Head range needs to be shifted to higher side (25-35 m)	No change as specific turbine has not been mentioned hence exploration of low head turbines is encouraged.
12	Section VII - Schedule of Requirements: 4. Technical Specifications,	75	Capacity : 3kW ~ 5kw	As per data provided for sites, most of the sites having Input power less than 3 kW. Please clarify.	As above
13	Section VII - Schedule of Requirements: 4. Technical Specifications,	. 75	Rated rpm : 750 or lower	Turbine running at higher speed are more economic and bidder may be allowed to choose the speed to suit required parameters of site. Please confirm.	No change.
14	Section VII - Schedule of Requirements: 4. Technical Specifications,	75	Alternator : Permanent Magnet	We propose for Brushless with Capacitor type synchronous Alternators because of higher reliability, spare part availability and cost. Please confirm.	No change.
15	Section VII - Schedule of Requirements: 4. Technical Specifications,	75	Efficiency : 85% or more	Clarification required whether this is overall or turbine efficiency. Overall efficiency shall be below 50% for PICO turbines. Please confirm.	85% is for turbine efficiency. A tolerance of 5% is acceptable. Please refer to Addendum Sl. No.3.
16	Section VII - Schedule of Requirements: 5. Inspections and Tests,	81	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. 2B subject to availability of specified head and flow at site.	Standard quality tests will be conducted as per ISO 9906 2018 GR. At the suppliers' site. 2B is acceptable. Please refer to Addendum Sl. No.4.
17	Section VII - Schedule of Requirements: Delivery Period and Installation details,	77	DELIVERY REQUIREMENT: - 1. 59 Pico Turbines – within 6	Clarification required regarding acceptance test. Whether it is to be performed at site or manufacturing	After the Quality check from the firm's end. If the models are

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			weeks of signing the contract 2. 41 Pico Turbines within 8 weeks of signing the contract	facility? If its required at manufacturing facility, then delivery can be provided in 8 months. Please confirm.	BIS/ISO certified, 7 days testing is not required after the delivery.
18	Section VII - Schedule of Requirements: 5. Inspections and Tests,	81	The acceptance will involve trouble- free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests.		Same as above.
19	Section VIII - General Conditions of Contract Clause 16.5	94	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.	Not Applicable
820	Section VIII - General Conditions of Contract Clause 28.3	100	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.	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 & Operation Manual of Supplier: '-Adequate transportation, proper handling and storage; - Correct Installation along with specified environment conditions and free of abrasive particles; - Operation within normal rated running conditions; - Periodical preventive maintenance activities;	This is a standard and general requirement for the Goods; however same is superseded by the requirements under Bid Data Sheet and relevant SCC clause.

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				<ul style="list-style-type: none"> <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>	
21	Section VIII - General Conditions of Contract	NA	NA	<p><b>1. Please add the following clauses -</b>  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 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</p>	Not required as MBDA will take care of the events which may cause delay in installation. Suppliers will only handle delivery and training.

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				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.	
22	Section VII - Schedule of Requirements ;3. Technical Specifications ;4. Technical Specifications: ; ( e) Civil works	76	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 specification in the DPR.	Civil works shall be done by MBDA or their contractors / agencies independently. PICO supplier has no relation to this activity and work is executed by local community in line to the tender requirement. Pl confirm	No. Explanation: This is a Unique project where the community will be playing a very important role, hence Civil works will be done by the community, but the bidder will supervise and facilitate the community either directly or through MBDA. So that the work is executed in line to the requirement of the PICO.
23	Section VII - Schedule of Requirements ;3. Technical Specifications ;4. Technical Specifications: , (j)	76	Annual Maintenance and Assistance for 5 years including two years of warranty	MBDA is purchasing Authority of PICO. Can they organize respective plant's O&M from their own agency / source instead of PICO Supplier ?	Same as the response of Sl. No. 7.
24	Section VII - Schedule of Requirements ;3. Technical Specifications;Delivery Period and Installation details ;Delivery Requirement	77	59 Pico Turbines – within 6 weeks of signing the contract 41 Pico Turbines within 8 weeks of signing the contract	The required delivery period is too short for production, testing and delivery of PICO Turbines. PICO Turbines systems are tailor made to suit site condition and also need to be tested at factory before dispatch hence most optimistic delivery could be started after 6 Months from date of Contract Agreement and receipt of initial advance. Please confirm the same.	Same as the response of Sl. No. 4.

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25	Section-VII-Schedule of Requirements;5. Inspections and Tests;Point ( ii)	81	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 elaborate this requirement for understanding of Bidder	If the models are BIS/ISO certified, 7 days testing is not required after the delivery.
26	Section-VII-Schedule of Requirements;5. Inspections and Tests;Point C ( i)	82	The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others	Software, if any, developed by Supplier is Intellectual property and protected under IP rights and cannot be shared outside. Hence pl delete this requirement	Not required as not relevant for the particular activity.
27	Section IX - Special Conditions of Contract ;GCC 16.1	110	1.Payment: 70 percent on Delivery and remaining 30 percent on installation and acceptance of the turbines 2. Payment for Operations and Maintenance will be paid on annual basis after satisfactory installation and commission of all the turbines	We propose following terms for supply portion: -20% Advance payment on agreement signing -10% Advance payment on Drawing submission -65% payment with taxes against irrevocable Letter of Credit . LC to be opened along the manufacturing clearnce / Drg Approval. -5% payment upon receipt of material at MBDA storage facility duly acknowledged by MBDA , within max 30 days from date of dispatch from factory.	20% Advance Payment will be made against the Bank Guarantee. 70% payment after the delivery and 10% after the installation. Please refer to Addendum Sl. No.5.
28	General Query			Payment of O&M for respective site will be given on monthly basis i.e. within 15 days in subsequent month.	Payment for Operations and Maintenance will be paid on annual basis after satisfactory installation and commission of all the turbines
29	General Query			There shall be separate contract for Supply and O&M.	No separate Contract for the product and for O&M. However, the payment for O&M will be separate as per the agreement upon receipt of invoice.

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30	General Query			Separate contract for Supply Portion shall be entered with successful bidder.	As above
31	Section IX - Special Conditions of Contract ;GCC 18.1	110	<p>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)</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>	<p>Supply Performance security of 5% shall be released within 30 days , once the complete ordered lot is received by MBDA at their warehouse.</p> <p>Supply performance security shall not be linked with installation, commissioning, O&amp;M period or warranty period. Pl confirm the same.</p>	<p>Performance Security of 5 percent of the total contract needs to be for a period of 36 months from the date of signing the contract covering the delivery period required, warranty and O &amp; M period.</p> <p>Based on the completion of the installation; PS if required, will need to be extended.</p>
32	Section IX - Special Conditions of Contract;GCC 26.2	112	The Inspections and tests shall be conducted at: <i>MINR, MBDA</i>	We presume same will be done at Supplier's works. Pl check and confirm same	It is expected that all the PICO are of good quality but if the PICO or any of the equipment are found defective. MBDA has the right to ask for a replacement, and the supplier has to replace the defective product.

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33	Section IX - Special Conditions of Contract; GCC 27.1	112	The maximum amount of liquidated damages shall be: 10%	The liquidated damages shall be: 0.5% of undelivered portion and not on contract price	Since there is staggered supply of items, LD will be calculated on the value of Goods
34	Section IX - Special Conditions of Contract; GCC 28.3	112	The period of validity of the Warranty shall be one year: For purposes of the Warranty, the place(s) shall be: Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 03642522043 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in <b>GCC</b>	Based on clause 28.3, we are considering warranty as 12 Months. Please confirm	Same as the response of Sl. No 5.
35	General Query		Last date and time for Submission and receipt of bids: January 7, 2021 at 1600 hrs.	<b>NIT Information</b> Considering the ongoing pandemic situation, presence of limited manpower at plant locations, travel restrictions to Meghalaya etc , <b>Last date please may be extended to 29 January 2021</b> in order to prepare offer and technical document as per tender after taking feedback from MBDA Pre bid replies if released on 11 December 2020	Please refer to Addendum Sl. No. 6
36	General Query			<b>NIT Information</b> There is no mention about estimated price for this contract. Same may be intimated for information of bidder.	Estimated budget cannot be shared.

Sl. No.	RFB Clause	Page No.	Description as per the Bid	Queries	MBDA Response
37	Section IX - Special Conditions of Contract ;GCC 16.1	110	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Indian Rupees in the following manner:</p> <p><b>1. Payment: 70 percent on Delivery and remaining 30 percent on installation and acceptance of the turbines.</b></p> <p><b>2. Payment for Operations and Maintenance will be paid on annual basis after satisfactory installation and commission of all the turbines.</b></p> <p>Reimbursement of GST etc. will be at actuals based on documentary evidence of payment within 30 days of submission of bill with documents.</p>	<p><b>Payment method</b> Initial 20% payment by RTGS Next 10% payment by RTGS Progressive 65%+5% payment with taxes through Letter of credit . Irrevocable LC of any nationalized Bank shall be established on supplier, within 30 days from date of signing of contract and to be kept valid till delivery or any extension period. LC opening charges on MBDA account and negotiation charges on supplier account.</p>	Same as the response to Sl. No. 27.
38	Section-II; ITB 1.1; Bid Data Sheet	41	Pico Turbine - Total qty = 100 nos.	<p>As the total quantity required is 100 nos, can we may quote partially as per our model suitability.</p> <p>As per the OEM Standard, we are unable to deliver the Pico Turbines from 6 months Onwards from planning the Contract.</p>	<p>Quoting partially is not accepted as it may make the firm ineligible.</p> <p>Delivery Schedule is revised. Please refer to Addendum Sl. No.1.</p>
39	Section-VII-Schedule of Requirements;3; Technical Specifications;4.1	75	Rated rpm : 750 rpm or lower	As per our selected turbine models, the generator speed shall be in the range	The rpm are as per the site. Hence, no changes.

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				of 1000 rpm to 1500 rpm. Kindly allow.	
40	Section-VII-Schedule of Requirements;3; Technical Specifications;4.1	75	Discharge Range : 10-40 ltrs/sec	As per our models the discharge range required shall be between 30-4000 ltrs/sec, so we may quote for partially. Kindly allow.	If partially means quoting different models as per the solution provided; then acceptable. However 100 numbers need to be quoted as any change in this number can make the bidder non-responsive
41	Section-VII-Schedule of Requirements;3; Technical Specifications;4.1	75	Efficiency : 85% or more.	For such type the max turbine efficiency is 81% for S3 and 85% for M type. Kindly allow.	A tolerance of 5% is acceptable. Please refer to Addendum Sl. No.3.
42	Section-VII-Schedule of Requirements;3; Technical Specifications;5:Delivery Period and installation details;	77	Delivery Requirements : 1) 59 Pico Turbines – within 6 weeks of signing the contract 2) 41 Pico Turbines within 8 weeks of signing the contract	The delivery of the turbines shall be priority wise based on the project requirement, however the delivery of turbine shall be as per lot basis i.e from 6 month onwards from signing of contract. Kindly allow.	Delivery Schedule is revised.  If the bidder can formulate a Supply on completion basis, such as, delivery of 10 Machines at a time, from the date of signing the contract.  Please refer to Addendum Sl. No.1.

*Sd/-*  
**Shantanu Sharma, IAS**  
**Executive Director**  
**Meghalaya Basin Development Authority**






Pre- Bid Meeting held virtually for "Procurement of Pico Turbines for MBDA

VENUE: MBDA office

DATE: 11.12.2020

TIME :- 11:00 AM

ATTENDANCE SHEET

Sl.No	NAMES	DESIGNATION	ORGANIZATION	PHONE NO	EMAIL ID	SIGNATURE
1	Binu Malhotra	Procurement Consultant	MBDA	9810244004	<a href="mailto:binumalhotra@gmail.com">binumalhotra@gmail.com</a>	
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6	Dr. Santosh Ghosh	Design Manager	Kirloskar Brothers Ltd.	-	-	
7	Gaurav Sharma	Hydro & Industries Division	TPSC(India) Private Ltd.	9999074125/9971505696	<a href="mailto:gaurav.sharma@tpscindia.com">gaurav.sharma@tpscindia.com</a>	
8	Rahul Gupta	Director	Ravi Brothers	-	-	
9	Sashank Patnaik	Design Manager	Kirloskar Brothers Ltd.	-	-	
10	Subhendu Biswas	-	Green Growth Sustainability Servo.	9748256909	-	
11	Sachin Deshpande	Manager-Power(Hydel Marketing)	Kirloskar Brothers Ltd.	9922944916	<a href="mailto:sachin.deshpande@kbl.co.in">sachin.deshpande@kbl.co.in</a>	
12	15142 (Bhavesh)	Divisional Manager	Kirloskar Brothers Ltd.	-	-	

