

## National Centre for Sustainable Coastal Management, Chennai

BIDDER'S NAME		Spectrum Automation & Controls, Faridabad				
BIDDER'S QUERIES						
SL. NO.	BIDDING DOCUMENT	PAGE NO.	Ambient Gas Analyzing system with Accessories	Tender Specs	Spectrum Queries	NCSCM Reply / Confirmation
	PART / VOL					
1	Ambient gas analyzing system with Accessories	58	Measurement range (NO-NO <sub>2</sub> -NO <sub>x</sub> )	Span check : Built in permeation bench	Permeation bench is not available in our Model.	Span check : Built in permeation bench or any other suitable technology
2	Ambient gas analyzing system with Accessories	58	Measurement range (NO-NO <sub>2</sub> -NO <sub>x</sub> )	Output - RS232, , USB in front panel Input: up to 8 analogue inputs	Output - RS232, , Only 1 analogue inputs is available.	Output - RS232, USB in the side panel Real time digital display of data either in side panel or PC monitor should be there. Input: up to 2 analogue inputs or better
3	Ambient gas analyzing system with Accessories	58	Measurement range (SO <sub>2</sub> )	Minimum SO <sub>2</sub> (Auto Ranging 0 - 200 ppb)	In technical specifications, Range : 0 - 2000 ppb or better. Kindly clarify.	Minimum SO <sub>2</sub> (Auto Ranging 0 -500 ppb), Range : 0 - 500 ppb or better
4	Ambient gas analyzing system with Accessories	59	Measurement range (SO <sub>2</sub> )	Zero Drift: < 1ppb/24 Hrs. with Automatic zero compensation	In Zero Drift automatic zero compensation is not possible. Kindly clarify.	Automatic zero compensation could be possible with suitable techniques.
5	Ambient gas analyzing system with Accessories	59	Measurement range (SO <sub>2</sub> )	Span check facility: Built in permeation bench	Permeation bench is not available in our Model.	Span check facility: Built in permeation bench or any suitable technology
6	Ambient gas analyzing system with Accessories	59	Measurement range (SO <sub>2</sub> )	Output - RS232, Ethernet, USB in front panel, Input: up to 8 analogue inputs	Output - RS232, , Only 1 analogue inputs is available.	Output - RS232, USB in the side panel Real time digital display of data either in side panel or PC monitor should be there. Input: 2 analogue inputs or better
7	Ambient gas analyzing system with Accessories	59	Measurement range (CO)		Kindly clarify if the OPTIONAL. If the CO analyser need to offer kindly clarify below points.	OPTIONAL item and need to quote the price separately.
	Ambient gas analyzing system with Accessories	59	Measurement range (CO)	Response time : 30 sec or better	Response time : Our offered analyser is 50 secs.	Response time : 50 sec or better
	Ambient gas analyzing system with Accessories	59	Measurement range (CO)	Output - RS232, Ethernet, USB in front panel Input: up to 8 analogue inputs	Output - RS232 Input: up to 1 analogue inputs	Output - RS232, USB in the side panel Real time digital display of data either in side panel or PC monitor should be there. Input: 2 analogue inputs or better
10	Ambient gas analyzing system with Accessories	59	Measurement range (O <sub>3</sub> )		Kindly clarify if the OPTIONAL. If the O <sub>3</sub> analyser need to offer kindly clarify below points.	OPTIONAL item and need to quote the price separately.
11	Ambient gas analyzing system with Accessories	59	Measurement range (O <sub>3</sub> )	Zero Drift: < 1/2 %. Per mont	Zero Drift: 0.5ppb / week	Zero Drift: < 1/2 %. Per month or 0.5ppb / week
12	Ambient gas analyzing system with Accessories	59	Measurement range (O <sub>3</sub> )	Span Drift: < 1 %. Per month	Span Drift: 0.5ppb / week	Span Drift: < 1 %. Per month or 0.5ppb / week
13	Ambient gas analyzing system with Accessories	59	Measurement range (O <sub>3</sub> )	Response time : 30 sec or better	Response time : Within 75 sec	Response time : Within 75 sec or better
14	Ambient gas analyzing system with Accessories	60	Measurement range (O <sub>3</sub> )	Output - RS232, Ethernet, USB in front panel Input: up to 8 analogue inputs	Output - RS232, Input: up to 1 analogue inputs	Output - RS232, USB in the side panel Real time digital display of data either in side panel or PC monitor should be there. Input: 2 analogue inputs or better
15	Ambient gas analyzing system with Accessories	60	Measurement range (O <sub>3</sub> )	Calibration by internal zero and span source	Kindly clarify. Ozone Analyser can be calibrated through primary standards or with Ozone Generator using External or built in Multicalibrator facility.	Calibration by internal zero and span source or primary standards or built in Multicalibrator facility.
16	5KVA UPS	60	5KVA UPS with half hour back up	price given INR 2,90,000.00	price given INR 2,90,000.00. Kindly clarify. Also clarify what is optional item.	This is a printing mistake and is removed.
17	Ambient gas analyzing system general specifications	60	Ambient temp	ambient temo 0C to -50C	ambient temo 0C to -50C. Please note that our analyser is rated to 0- 40 deg C. Further please note that these are ambient air analysers and are kept inside a closed room or in a AC shelter. Hence we would request you to accept 0 tp 40 degc ambient temp.	Ambient temo 0°C to -40°C
18	Ambient gas analyzing system general specifications	60	Internal Zero	all analyzer should be completed with calibration system. Analyzer must have internal Zero calibration	Kindly clarify.	all analyzer should be completed with internal/external calibration system. Analyzer must have Zero calibration facility with suitable techniques
19	Ambient gas analyzing system general specifications	61	External dilutor calibrator		Kindly clarify and also clarify the details of the existing calibrator.	Suitabl Multipoint calibration using automatic dilution system for the calibration of SO <sub>2</sub> , NO, CO , O <sub>3</sub> should be possible.
20	Bid Security	2	Bid Security	Rs.60,000/- as Bid Security	We are registered with NSIC & MSME and we are exempted in all Govt & PSU tenders from Bid Security. Kindly confirm the same is applicable here.	No changes in specification as the requirements are based on the World Bank procurement norms
21	Payment Terma	95	Payment Terms	GCC 16.1 Clause	We request for the acceptance 10% advance against BG & balance 90% against despatch documents through bank	No change in specification as the requirement is based on the World Bank procurement norms
22	Liquidity Damages	97	Liquidity Damages	GCC 27.1 Cluase	Kindly accept for 0.5% per week to a maximum of 5% of PO value	No change in specification as the requirement is based on the World Bank procurement norms
23	New specification point					The vendor should have experience in computer integration with the ability to display the values of various parameters of ambient air on a real time basis.
24	Computer					Laptop/PC with i5 processor and windows operating (atleast windows 7, 1 TB hard disk, 8GB RAM or better) system for data display storage, Printer - Color, A4 size for data output, Changed upto 15/02/2018

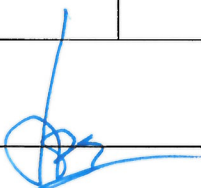


Bidder Name: **M/s. Chemtrols Industris Pvt Ltd, Mumbai**

Clarifications :

Sr. No.	Spec Clause No.	Description	Chemtrols Comments	NCSCM Response
<b>SECTION VI – SCHEDULE OF REQUIREMENTS</b>				
1.	Pg. No. 60 (d) Of 57		Please confirm if 19" Rack is required for mounting of the analyzers.	<b>Yes, 19" Rack is required for mounting of the analyzers and future expansion.</b>
2.	Pg. No. 60 of 57		Please confirm the following: 1) Whether Gas Sampling system is required? 2) Whether PC based Data acquisition software with printer is required? 3) Whether Shelter is required?	<b>1) Yes, Gas Sampling system is required 2) Yes, PC based Data acquisition software with printer is required. 3) No shelter is required.</b>
3.	Pg. No. 58 (2) of 57	Response Time	To be mentioned as Manufacturer's Standard. Please confirm.	<b>Response Time: Either the given response time or As per the Manufacturer's Standard.</b>

<b>INVITATION FOR BIDS</b>				NCSCM Response
4.	IFB(3) Pg. No 2	Bid Security	We wish to inform you that we are a SSI Unit registered with NSIC as manufacturer of Ambient Air Quality Monitoring Station/System and the same is indicated at Sr. No. 2, 18 & 30 in the NSIC Certificate. We understand the Tender Fee is Rs. 2,100/- and Bid Security is Rs. 60,000/-please confirm if we are eligible for Tender Fee and EMD Exemption against submission of NSIC and MSME Certificate.	No Change.



<b>SECTION - VII</b>				
<b>GENERAL CONDITIONS OF CONTRACT</b>				
5.	GCC 16.1(b) Pg. No. 95	Payment terms	Payment Terms for goods supplied from Purchaser Country shall be 100% against L/C or 100% against dispatch through bank & remaining on commissioning & submission of bills.	Please refer <b>GCC 16.1. (b) (i) &amp; (ii) (b)Payment for Goods supplied from Purchaser country</b> (i) <i>On Delivery</i> : Ninety (90)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC by Bank transfer/cheque; and  (ii) <i>On Final Acceptance</i> : the remaining ten (10)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VI - item 6
6.	GCC 16.1(c) Pg. No. 95	CAMC - Payment terms	Payment Terms for CAMC shall be 100% on prorata quarterly basis on submission of bills.	CMC terms and conditions enclosed as Annex-C
7.	Pg. No. 56(2)	CAMC Scope	Please provide scope of CAMC like No. of visit, etc.	CMC terms and conditions enclosed as Annex-C
8.	GCC 27.1 Pg. No. 97	LD Rates	LD rates applicable shall be 0.5% of basic supply price per week thereof to maximum amount of 5% of basic supply price instead of 10%.	No Change

## General

1.	P No. 3	Bid Security validity, in case of submission of Bank Guarantee	Tender Specification is 13/09/2017	Changed is upto 15/02/2018
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## Terms and Conditions to the Contract

A- PERIOD OF THE CONTRACT: The contract shall be for a period of \_\_\_\_\_ years with effect from \_\_\_\_\_.

B-CONTRACT PRICE: The contract price is Rs \_\_\_\_\_.

### C- SCOPE OF THE SERVICES (INCLUSION&EXCLUSIONS)

- Repairs and Maintenance (Routine, Preventive and Breakdown) for each equipment including spares.
- Periodic calibrations/testing as per the schedules described under the clause works under contracts.
- Any associated jobs that shall be required to be done for operation and maintenance of equipment under CMC is to be considered as part of the scope.
- Others.

### D- WORKS UNDER THE CONTRACT.

- Routine & Preventive Maintenance
- Breakdown Maintenance
- Spares
- Equipments shall be serviced, maintained and operated following relevant procedures as stipulated in the equipment manuals and as per the standard requirements.
- Necessary services needs to be taken by the service provider to ensure that the equipment will always be in operational and breakdowns are prevented.
- Any damages resulting out of the negligence on the part of the service provider shall be fully rectified by the service provider at their own risky, expenses and to the full satisfaction of NCSCM.
- The service provider shall carryout breakdown repairs most efficiently and in shortest possible time to the desired standards and to the satisfaction of the scientist/in-charge of the equipment. The downtime of putting back the equipment in operational shall not exceed 72hrs.
- The CMC charges will not be paid proportionately for the defunct period ,if any equipment is non functional beyond above time limit(i.e. 72hrs) , till rectification. It is essential that the equipment and all its sub-units are fully operational always.

- For partially operated equipments, NCSCM at its discretion will consider such equipment as operational or non operational depending on the usefulness of the equipment. And deductions thereof will be decided fully or proportionately.
- Equipments may be taken out from NCSCM premises for repairing and calibration purpose only with the approval of competent authorities of NCSCM. Cost of the transportation will be governed as per the original procurement contract agreement dated 14<sup>th</sup> July 2014

#### E- PAYMENT TERMS

- The CMC cost shall be paid to the contractor on satisfactory completion of services of every quarter/Halfyearly/Annually within 30days of receipt of claim.
- Payment shall be processed by NCSCM based on the equipment performance and satisfactory deliverables.
- The CMC charges will not be paid proportionately for the downtime period if any equipment is non functional, till rectification. It is essential that the equipment and all the sub-units are fully operational always. For partially operational equipment, the Institute at its discretion will consider such equipment as operational or non operational depending on the usefulness of the equipment.
- Service provider can claim Advance equal to the CMC charge of one quarter subject to submission of unconditional Bank Guarantee of 110% of value of the Advance as per the format prescribed in Annexure-A.
- For all the payments to be made against Bank Guarantees the bank guarantee shall be issued by a Schedule Indian Bank or a foreign bank located in India in the format enclosed as Annexure-B. The guarantees issued by other banks should be confirmed by a Schedule Indian Bank or a foreign bank operating in India.
- **Payment will be made after deduction of statutory levies at the time of payment.**
- The payment delay period after which the client shall pay interest to the service provider shall be 60days.
- The interest rate that shall be applied at 8% per annum.

#### F- LIQUIDITY DAMAGE

- The maximum response time for a maintenance complaint from any of the destination within India (i.e. the time required for service provider's maintenance engineers to report to the installations after a request call/telegram/fax is made or letter is written) shall not exceed 3(three) days.
- It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. define as number of days for which an item of equipment is not usable because of inability of the service provider to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the service

provider will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs2500/- per day per item. The amount of penalty will be recovered from the subsequent payment or from the Bank Guarantee.

#### **G- PERFORMANCE SECURITY**

Performance security shall be paid by the service provider to the client in advance( after completion of warranty period) for an amount of 2.5% of the cost of equipment (excluding annual maintenance costs ) in the form provided in the bidding documents valid for 26 months from the date of completion of warranty period.

#### **H- FORCE MAJEURE**

- The service provider shall not be liable for forfeiture of its performance security, liquidity damages, or termination for default if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the service provider that is not foreseeable, is unavoidable and its origin is not due to negligence or lack of care on the part of the service provider. Such events may include but not be limited to, acts of the client in its sovereign capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **I- TERMINATION**

##### **Termination of Default**

The client without prejudice to any other remedy for breach of contract by written notice of default sent to the service provider may terminate the contract in whole or in part:

i) If the service provider fails to deliver any or all of the goods within the period specified in the contract, or within any extension thereof granted by the client pursuant to GCC clause 34 of the agreement dated \_\_\_\_\_ signed between parties..

ii) If the service provider fails to perform any other obligation under the contract. or

iii) If the service provider in the judgement of the client has engaged in fraud and corruption, as defined in GCC clause 3 of agreement dated \_\_\_\_\_, in competing for or in executing the contract.

b) In the event the client terminates the contract in whole or in part, pursuant to GCC clause 35.1(a) of agreement dated \_\_\_\_\_, the client may procure, upon such terms and in such manner as it deems appropriate goods or related services similar to those undelivered or not performed, and the service provider shall be liable to the client for any additional costs for such similar goods or related services. However, the service provider shall continue performance of the contract to the extent not terminated.

### **Termination for insolvency**

The client may at any time terminate the contract by giving notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the client.

### **Termination for Convenience**

a) The client, by notice sent to the service provider may terminate the contract on whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the client's convenience, the extent to which performance of the service provider under the contract is terminated, and the date upon which such termination becomes effective.

b) The goods that are complete and ready for shipment within twenty-eight (28) days after the service provider receipt of notice of termination shall be accepted by the client at the contract terms and prices. For the remaining Goods, the client may effect:

i) To have any portion completed and delivered at the contract terms and prices; and/or

ii) To cancel the remainder and pay to the service provider an agreed amount for partially completed goods and related services and for materials and parts previously procured by the service provider.

## **J-SETTLEMENT OF DISPUTES**

The dispute settlement mechanism to be applied shall be as follows:

- In case of dispute or difference arising between the client and a domestic service provider relating to any matter arising out of or connected with this agreement, such disputed or difference shall be settled in accordance with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and

Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the client and the service provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India), Delhi Chapter.

- In case of a dispute with a foreign Service provider, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations commissions on international trade law) Arbitration rules. The Arbitral tribunal shall consist of three arbitrators one each to be appointed by the client and the service provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the institution of Engineers (India), Delhi Chapter.
- If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) and (b) above, within 30 days after the receipt of the notice of the appointment of its arbitrator by the party, then the president of the institution of Engineers (India), Delhi Chapter, both in cases of the foreign service providers as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the President of the institution of Engineers (India), Delhi Chapter, making such an appointment shall be furnished to each of the parties.
- Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the president of the institution of Engineers (India), Delhi chapter.
- Except otherwise agreed to by the parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.



## K- OTHER TERMS & CONDITIONS

The following have to be arranged by the service provider as part of CMC cost including the spares /consumables.

- Toolkits required for servicing, charger, batteries etc.
- All spares, consumables, filter etc.
- Chemicals / standards required for calibrations.
- Lubricants, washers, O-ring, insulators etc.
- Printer cartridges, hard-discs, CD, DVD and other memory devices and computer peripherals, WHEREVER REQUIRED.
- Network switches/ modem, crimping the cables and termination of CTD and hydrographical wire
- Ropes, underwater insulations etc for the equipment under CMC.
- Safety and personal gear for the service engineers for performing CMC tasks.
- Valid passports, Medical fitness certificate by DGS approved doctor, STCW certificate and
- Yellow Fever vaccination for the CMC engineers, WHEREVER NECESSARY.
- Any other items which are required for executing the maintenance, satisfactorily.