

**National Mission for Clean Ganga (NMCG)
Department of Water Resources, River Development & Ganga Rejuvenation
Ministry of Jal Shakti**

Tender No.: TE-15015/2/2020-TECH- II [2021_NMFCG_648331_1]

Dated: 27th October 2021

Addendum No.1

Sub: Request for Proposal (RFP) for the ‘Empanelment of potential supplier for Supply, Installation and Commissioning of OCEMS Instruments with 5 Years of Operation and Maintenance [for Category II]

| S.No. | RFP Clause No. | Original Clause | Revised Clause | | | | | | | | | | | | | | | | | | | | |
|--|--|---|---|---|-----------------------------------|---|---|---|--|---|---|---|--|-------------------------------------|---|-----------------------------------|--|---|--|--|--|---|--|
| 1. | Clause 17. of Schedule Bidding Process Page 8 | <p><i>as per Corrigendum No.2</i></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">7. Bid Submission Start Date & Time</td> <td style="width: 50%;">28th October 2021 at 11:00 Hrs.</td> </tr> <tr> <td>8. Bid Submission end date & time</td> <td>1st November 2021 upto 12:00 Hrs.</td> </tr> <tr> <td>9. Last date & time for downloading the RFP</td> <td>1st November 2021 upto 12:00 Hrs.</td> </tr> <tr> <td>10. Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD)</td> <td>1st November 2021 upto 12:00 Hrs.</td> </tr> <tr> <td>11. Opening of Technical Proposals through e-procurement portal</td> <td>1st November 2021 at 12:30 Hrs.</td> </tr> </table> | 7. Bid Submission Start Date & Time | 28 th October 2021 at 11:00 Hrs. | 8. Bid Submission end date & time | 1 st November 2021 upto 12:00 Hrs. | 9. Last date & time for downloading the RFP | 1 st November 2021 upto 12:00 Hrs. | 10. Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD) | 1 st November 2021 upto 12:00 Hrs. | 11. Opening of Technical Proposals through e-procurement portal | 1 st November 2021 at 12:30 Hrs. | <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">7. Bid Submission Start Date & Time</td> <td style="width: 50%;">5th November 2021 at 11:00 Hrs.</td> </tr> <tr> <td>8. Bid Submission end date & time</td> <td>10th November 2021 upto 12:00 Hrs.</td> </tr> <tr> <td>9. Last date & time for downloading the RFP</td> <td>10th November 2021 upto 12:00 Hrs.</td> </tr> <tr> <td>10. Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD)</td> <td>10th November 2021 upto 12:00 Hrs.</td> </tr> <tr> <td>11. Opening of Technical Proposals through e-procurement portal</td> <td>10th November 2021 at 12:30 Hrs.</td> </tr> </table> | 7. Bid Submission Start Date & Time | 5th November 2021 at 11:00 Hrs. | 8. Bid Submission end date & time | 10th November 2021 upto 12:00 Hrs. | 9. Last date & time for downloading the RFP | 10th November 2021 upto 12:00 Hrs. | 10. Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD) | 10th November 2021 upto 12:00 Hrs. | 11. Opening of Technical Proposals through e-procurement portal | 10th November 2021 at 12:30 Hrs. |
| 7. Bid Submission Start Date & Time | 28 th October 2021 at 11:00 Hrs. | | | | | | | | | | | | | | | | | | | | | | |
| 8. Bid Submission end date & time | 1 st November 2021 upto 12:00 Hrs. | | | | | | | | | | | | | | | | | | | | | | |
| 9. Last date & time for downloading the RFP | 1 st November 2021 upto 12:00 Hrs. | | | | | | | | | | | | | | | | | | | | | | |
| 10. Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD) | 1 st November 2021 upto 12:00 Hrs. | | | | | | | | | | | | | | | | | | | | | | |
| 11. Opening of Technical Proposals through e-procurement portal | 1 st November 2021 at 12:30 Hrs. | | | | | | | | | | | | | | | | | | | | | | |
| 7. Bid Submission Start Date & Time | 5th November 2021 at 11:00 Hrs. | | | | | | | | | | | | | | | | | | | | | | |
| 8. Bid Submission end date & time | 10th November 2021 upto 12:00 Hrs. | | | | | | | | | | | | | | | | | | | | | | |
| 9. Last date & time for downloading the RFP | 10th November 2021 upto 12:00 Hrs. | | | | | | | | | | | | | | | | | | | | | | |
| 10. Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD) | 10th November 2021 upto 12:00 Hrs. | | | | | | | | | | | | | | | | | | | | | | |
| 11. Opening of Technical Proposals through e-procurement portal | 10th November 2021 at 12:30 Hrs. | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Clause 13.4 Page 6 | NMCG shall empanel those suppliers those who has quoted the lowest price for a given item will be selected for that product. | NMCG will finalise the list of selected bidder for instruments and forward the list to the concerned Client i.e.State Program Management Group (SPMG)’ including their price schedule. Client will issue the letter of award to the selected bidder for respective number of instruments for delivery at respective Regional Offices. The payment against the delivery of instruments shall be made by respective SPMG in accordance to terms and conditions of this bid. | | | | | | | | | | | | | | | | | | | | |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|-------|--|--|---|
| 3. | Clause 15, Award of Contract Page 7 | <p>15.1 NMCG will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.</p> <p>iThis letter (hereinafter and in the condition of contract called the “Letter of Award”) shall prescribe the amount which NMCG will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.</p> <p>15.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by NMCG in this regard.</p> <p>15.4 The Successful Bidder will be required to execute the contract for the services within a period of fifteen (15) days from the date of issue of Letter of Award.</p> | <p>15.1 SPMG/EA will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.</p> <p>15.2 SPMG/EA will communicate the Successful Bidder by Mail confirmed by letter transmitted by registered/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Award”) shall prescribe the amount which SPMG will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the RFP document.</p> <p>15.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by SPMG/EA in this regard.</p> <p>15.4 Deleted.</p> |
| 4. | Clause 16.2, Performance Security Page 8 | <p>The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is 3% of total project cost) in the form of Bank Guarantee from a scheduled Bank in acceptable form in favour of ‘National Mission for Clean Ganga’ payable at New Delhi. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for BG for Bid Security is provided at Annexure-IX.</p> <p>Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.</p> | <p>The Successful Bidder shall be required to furnish a Performance Security for an amount which is 3% of total project cost in the form of Bank Guarantee from a scheduled Bank in acceptable form in favour of respective State Program Management Group (SPMG)/Executing Agency (EA) as stipulated in the award letter. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for BG for Bid Security is provided at Annexure-IX.</p> <p>Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.</p> |
| 5. | III. Eligibility and Evaluation Criteria, Technical, Page 9 | <p>1. Having successfully completed the work for “Online Data Acquisition, Monitoring & Control System through Local & Remote Terminals, based on GSM/WiFi or any other suitable System, including Supply of Field Instruments, for a minimum of 20 nos S.T.Ps / E.T.Ps” under any Govt. ,Semi Govt., Govt. Undertaking body,</p> | <p>1. Having successfully completed the work for “Online Data Acquisition, Monitoring & Control System through Local & Remote Terminals, based on GSM/WiFi or any other suitable System, including Supply of Field Instruments, for a minimum of 10 nos. STP/ETP/(CETP of capacity not less than 1 MLD)” under/for any Govt./Semi Govt./Govt.</p> |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|-------|---|--|--|
| | | <p>within last five years and having a satisfactory performance certificate not less than 12 months old from the user body. (Performance certificate submitted should be signed from the end user by an officer not below the rank of Executive Engineer, is mandatory).</p> <p>2. Authorization from O.E.M indicating the Tender No, if the bidder is not a O.E.M.</p> <p>3. The Bidder/ Bidders' Manufacturer should have supplied, installed & Commissioned Real Time Sewage Water Quality Monitoring System for stations with minimum 5 water quality Parameters.</p> <p>4. Bidder or OEM should be directly operational in India minimum last 5 years from the N.I.T. date. with office set up in India.</p> | <p>Undertaking body/Industrial association/trust within last five years and having a satisfactory performance certificate not less than 12 months old from the user body. (Performance certificate submitted should be signed from the end user by an officer not below the rank of Executive Engineer, is mandatory).</p> <p>2. Authorization from O.E.M indicating the Tender Number, if the bidder is not a O.E.M.</p> <p>3. The Bidder/ Bidders' Manufacturer should have supplied, installed & Commissioned Real Time Sewage Water Quality Monitoring System for stations with minimum 4 water quality Parameters.</p> <p>4. Bidder or OEM should be directly operational in India, for minimum last 3 years from the NIT date with office set up in India.</p> |
| 6. | III. Eligibility and Evaluation Criteria, Financial, Page 9 | 9. The Minimum required annual turnover in respect of Procurement of Supply, Installation, and commissioning of goods for the successful Bidder/ Bidders' Manufacturer in the last three (3) years shall be minimum INR 10 Crore (Ten Crore). | 9. The Minimum required average annual turnover of the Bidder/Bidders' Manufacturer in respect of Supply, Installation, and commissioning of goods during last three (3) financial years shall be minimum INR 8 Crore (Eight Crore) . |
| 7. | IV. Technical Specification of The proposed OCEMS System, 1 st Para, Page 12 | Monitoring Parameters: Flow, pH, Chemical Oxygen Demand (COD), Total Suspended Solids (TSS), Biological Oxygen Demand (BOD), Total Nitrogen (TN) (as Nitrates & Nitrites) & Total Phosphorus (TP) etc. and provision for input data of the measurement of Fecal Coliform | Monitoring Parameters: Flow, pH, Chemical Oxygen Demand (COD), Total Suspended Solids (TSS), Biological Oxygen Demand (BOD), Total Nitrogen (TN) (as Nitrates & Nitrites) & Total Phosphorus (TP) etc. and provision for input data of the measurement of Faecal Coliform |
| 8. | IV. Technical Specification of The proposed OCEMS System, Para 3.5, Page 24 | Specification for Total Nitrogen (TN) | Deleted. |
| 9. | IV. Technical Specification of the proposed OCEMS | Specification for Total Phosphorus analyser | Deleted. |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|-------|---|---|--|
| | System, Para 3.6, Page 25 | | |
| 10. | IV. Technical Specification of the proposed OCEMS System, Para 3.7, Page 28 | <p>Specification for Smart Controller and Data logger</p> <p>Basic Requirement: Controller should have the latest features of highly advanced Multi Parameter Controller having capability of handling at least 5 (five) Sensors in a single controller configuration for the parameters COD, BOD, TSS, pH, TN, TP and must be expandable for more parameters & sensors as and when required</p> | <p>Specification for Smart Controller and Data logger</p> <p>Basic Requirement: Controller should have the latest features of highly advanced Multi Parameter Controller having capability of handling at least 5 (five) Sensors in a single controller configuration for the parameters COD, BOD, TSS, pH, TN, TP and must be expandable for more parameters & sensors as and when required</p> |
| 11. | Objective of Project, Page 36 | <p>As per the directive of CPCB, the work has been taken up towards the implementation of self-regulatory mechanism for online monitoring of the treated sewage for different parameters like Flow, pH, B.O.D, C.O.D, TSS, Total Nitrogen (TN), Total Phosphate (TS) through installation of Online Continuous Effluent Monitoring System (OCEMS) for all the existing S.T.Ps which are under different stages of construction, operation & maintenance under Namami Gange Programme. This is in compliance with the order of Hon'ble NGT issued u/s (5) of Environmental Protection Act 1986. This (OCEMS) is supposed to monitor the desired data online with a continuous data transmission facility to the server of NMCG, SPMGs, Executing Agency(s) & CPCB in a 24X7 manner in exact compliance with the latest Guidelines & S.O.P. published by CPCB.</p> <p>The scope includes, Supply, Installation, Testing, Commissioning & Operation and Comprehensive Annual Maintenance for five (05) years from the date of successful completion of Trial Run of the effluent quality monitoring system for online (continuous) measurement of Flow, pH, Total Suspended Solids (TSS), Chemical Oxygen Demand (COD), Biological Oxygen Demand (BOD), Total Nitrogen (TN) & Total Phosphate (TP) by single / multiple analyzer with various sensors (full spectrum spectral measurement in</p> | <p>As per the directive of CPCB, the work has been taken up towards the implementation of self-regulatory mechanism for online monitoring of the treated sewage for different parameters like Flow, pH, B.O.D, C.O.D, TSS, Total Nitrogen (TN), Total Phosphate (TS) through installation of Online Continuous Effluent Monitoring System (OCEMS) for all the existing S.T.Ps which are under different stages of construction, operation & maintenance under Namami Gange Programme. This is in compliance with the order of Hon'ble NGT issued u/s (5) of Environmental Protection Act 1986. This (OCEMS) is supposed to monitor the desired data online with a continuous data transmission facility to the server of NMCG, SPMGs, Executing Agency(s) & CPCB in a 24X7 manner in exact compliance with the latest Guidelines & S.O.P. published by CPCB.</p> <p>The scope includes, Supply, Installation, Testing, Commissioning & Operation and Comprehensive Annual Maintenance for five (05) years from the date of successful completion of Trial Run of the effluent quality monitoring system for online (continuous) measurement of Flow, pH, Total Suspended Solids (TSS), Chemical Oxygen Demand (COD), Biological Oxygen Demand (BOD), Total Nitrogen (TN) & Total Phosphate (TP) by single / multiple analyzer with various sensors (full spectrum spectral measurement in the UV-VIS range 200-750nm) performing reagent and chemical free</p> |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|-------|---|--|---|
| | | the UV-VIS range 200-750mm) performing reagent and chemical free analysis with automatic cleaning of sensor, signal cables and power cables, local data acquisition and display of data on continuous basis for up linking the data to NMCG, SPMGs, Executing Agency(s) & CPCB approved complete in all respect as per Central Pollution Control Board (CPCB) guidelines for online continuous monitoring system for effluents with power back up system and as contained in Technical Specifications. | analysis with automatic cleaning of sensor, signal cables and power cables, local data acquisition and display of data on continuous basis for up linking the data to NMCG, SPMGs, Executing Agency(s) & CPCB approved complete in all respect as per Central Pollution Control Board (CPCB) guidelines for online continuous monitoring system for effluents with power back up system and as contained in Technical Specifications. |
| 12. | Scope of the Contract, Para 2 Page 36-37 | IMPORTANT: - Bidder can quote the rates for all the instruments or some of the instruments against one tender document. However, separate price bid and technical bid should be submitted for each item clearly mentioning the item code number, item name on the top of the envelopes with senders name and address. The NMCG reserves the right to accept the tender in full or in part. The bid for each item should be in separate sheets/pages and for the sake of identity, compilation, instrument/item code number and description of item should be written on the top of each bid. Items-wise technical specification and price should be in separate sheets i.e. There should be separate envelopes for each items containing technical, price bid & items wise EMD; in case, bidders desires to quote more than one item. Those tenders do not comply the above instructions will not be considered. | Deleted. |
| 13. | Item wise details of the lump sum prices and interim payment schedule, Page 37 | The successful tenderer will, against each of the job items quoted in the schedule of prices on lump sum basis, submit a detailed break-up of lump sum prices for the approval of the Executing Agency(s) for the purpose of preparing interim payment schedule and calculating the consumption of materials to be issued by the Authority, as applicable. The break ups will be such so as to fairly agree with the lump sum price quoted. The Superintending Engineer shall have | Deleted |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|-------|--|---|----------------|
| | | <p>the authority to modify the break-up of prices keeping, however, the total of the prices equal to the lump sum amount quoted. Lump sum prices quoted in the schedule of prices shall remain fixed irrespective of the variations in quantities during actual execution compared with those provided in the break-ups. The above mentioned details should be submitted by the contractor as early as possible in their own interest, after receipt of the Work Order to enable himself to start any sub-items of work and to receive interim payments.</p> | |
| 14. | Evolution and issuing of work order, Page 37 | <p>Tender Evaluation Criteria: The technical bids will be opened and evaluated by a duly constituted committee. After evaluation of the technical bid, the financial bid for only those offers which have qualified in the evaluation of technical bid will be opened. After examination of the technical bid and price bid, NMCG will finalise the list of selected bidder for instruments and forward the list to the concerned Client (SPMGs) including their price schedule. Client will issue the letter of award to the selected bidder for respective numbers of instruments for delivery at respective Regional Offices. The payment against the delivery of instruments shall be made by respective SPCB in accordance to terms and conditions of this bid.</p> <p>The decision of NMCG will be final in case the quote received for any item is equal for the technically qualifying bidders, which will be governed by criteria, including number of such instrument supplied in past, proximity of the service centers or proximity and availability of service engineer to the place of installation, other factors required to be considered for optimized cost to the client on its life cycle cost analysis of 5 years.</p> <p>NMCG shall evaluate all the proposals and the shortlisted proposals to issue work order for execution of work.</p> | Deleted. |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|-------|---|-----------------|--|
| 15. | IV. Technical Specification of the proposed OCEMS System, Page 40 | - | <p><u>Added:</u></p> <p><u>Other Terms and Conditions:</u></p> <p><u>Penalty:</u></p> <ol style="list-style-type: none"> 1. The bidder is supposed to ensure the desired numbers of spare inventory at hand however penalty clauses shall be prevailing in case of non-availability of sensors for reasons under the control of bidder like non availability of desired spares, non-calibration, etc. 2. The basis of penalty shall be as: Non Availability of Sensors - pH/TSS/COD/BOD /TN(eq)/Flow analyzer measured as total numbers of hours in which the devise was non-operational. <ol style="list-style-type: none"> i. Upto 72 Hours - Nil ii. Between 72-120 Hours - 10% iii. Between 120-168 Hours - 50% iv. Between 168-336 Hours - 75% v. More than 336 Hours - 100% <p>These penalties shall be deducted on a monthly (720 hours) basis subject to availability of data on monthly O&M Cost.</p> <p>Exclusions: Calibration, Force Majeure Clauses, Shutdown of Internet by Govt., Weather attributes etc.</p> 3. During O&M phase penalties shall be applicable only after the 2nd quarter of the Operation & Maintenance Phase. <p><u>Insurance</u></p> <ol style="list-style-type: none"> 1. Theft cases by default would not be considered as "beyond the control of Bidder". However, certain cases, based on circumstances & certain locations, end user department may agree to qualify as beyond. |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|-------|----------------|-----------------|---|
| | | | <p>2. The bidder shall obtain and maintain insurance policy of product during Construction period and O&M period.</p> <p><u>Delivery:</u> The Equipment should be delivered and installed within the period as specified in the purchase order. If the bidder fails to deliver and place any or all the Equipments or perform the service by the specified date, penalty at the rate of 1% per week of the total order value subject to the maximum of 10% of total order value will be deducted.</p> <p><u>Force Majeure</u> (a) Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. (b) If a Force Majeure arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser, the Supplier shall continue to perform his 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. The Supplier shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.</p> <p><u>Termination:</u> (a) Termination on account of Force Majeure: Either party shall</p> |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|-------|----------------|-----------------|--|
| | | | <p>have the right to terminate the Contract on account of Force Majeure which delays the performance of any party for more than 60 days.</p> <p>(b) Termination on account of Insolvency: In the event the Supplier at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Purchaser shall, by a notice in writing have the right to terminate the Contract and all the Supplier's rights and privileges hereunder, shall stand terminated forthwith.</p> <p>(c) Termination for Default: The Purchaser may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least thirty (30) days sent to the Supplier, terminate the Contract in whole or in part:</p> <p>(i) If the Supplier fails to deliver any or all quantities of the Materials within the time period specified in the Contract or any extension thereof granted by Purchaser; or</p> <p>(ii) If the Supplier fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or</p> <p>(iii) If the Supplier, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or</p> <p>(iv) If the Supplier commits breach of any condition of the contract.</p> <p>(d) Termination for Delay: The Supplier shall be required to supply the Materials as per defined schedule in the work order. If the Supplier fails to do so within the specified, the Contract may be terminated by the Purchaser by giving thirty (30) days written notice unless the Purchaser has extended the period with levy of Liquidated Damages.</p> <p>(e) Termination for Convenience: Purchaser, by a written notice of at least thirty (30) days sent to the Supplier may terminate the Contract, in whole or in part, at any time for its</p> |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|-------|---------------------------------|-----------------|---|
| | | | <p>convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated and the date upon which such termination becomes effective.</p> <p>(f) Consequences of Termination: The Materials that are delivered at Purchaser's location/location specified destination within seven (7) days after issue of the notice of termination shall be accepted by the Purchaser at the Contract terms and prices and paid for subject to other terms and conditions of this Contract. In all cases of termination herein set forth, the obligation of the Purchaser to pay shall be limited to the period upto the date of effective termination unless stated otherwise in this Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.</p> |
| 16. | Draft Contract Page 51 to 63 | - | Deleted |
| 17. | BOQ | - | Revised BOQ is attached herewith. Bidders are requested to submit the financial quote in revised BOQ only. |