SELECTION OF AGENCY

FOR

SUPPLY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF IOT ENABLED SOLUTION WITH SENSORS AND IOT CONTROL UNIT FOR REAL TIME MONITORING OF THE FUNCTIONALITY OF DRINKING WATER SUPPLY SCHEMES ON DASHBOARD INCLUDING REPORTING AND ALERT FEATURES AND 5 YEARS OPERATION AND MAINTENANCE UNDER MUKHYAMANTRI GRAMIN PEYJAL NISCHAY YOJNA ACROSS THE STATE UNDER PUBLIC HEALTH ENGINEERING DEPARTMENT–GOVT. OF BIHAR

REQUEST FOR PROPOSAL (RFP)

PUBLIC HEALTH ENGINEERING DEPARTMENT
GOVERNMENT OF BIHAR
DISCLAIMER

1. This RFP document is neither an agreement nor an offer by the PHED (the “Authority”) to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.

2. The Authority does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for Authority to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by Authority in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.

3. The Authority will not have any liability to any prospective Company/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Authority or their employees, any Bidders or otherwise arising in any way from the selection process for the Assignment. Authority will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.

4. Authority will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that Authority is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and the Authority reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Authority also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. Authority reserves the right to change/ modify/ amend any or all provisions of this RFP document. The amended RFP will be made available on the website of Authority.
Section 1: Invitation of proposal

PHED invites proposals for “Selection of agency to supply, installation, maintenance and management of IOT enabled solution with sensors and IOT control unit for real time monitoring of the functionality of drinking water supply schemes on dashboard including reporting and alert features and 5 years operation and maintenance under Mukhyamantri Gramin Peyjal Nishchay Yojana across the state under Public Health Engineering Department – Govt. of Bihar.

1. Background

1.1. Government of Bihar has undertaken ‘Seven Resolves’ for development of Bihar as part of its agenda of Good Governance with an approach of ‘Development with Justice’. ‘Har Ghar Nal Ka Jal’ (Tap Water to Every Household) is one of the ambitious resolves of the Government which aims to provide clean and safe water supply to each household in Bihar.

To implement this resolve ‘Mukhyamantri Gramin Peyjal Nishchay Yojana’ is being implemented jointly by Public Health Engineering Department and Panchayati Raj Department in the State.

Out of 1,14,733 rural wards in the State, the Public Health Engineering Department has to cover 56,079 wards and Panchayati Raj Department has to take up the remaining 58,684 wards by March, 2020.

The major component of the scheme comprises of High Yield Tube-Well, Installation of submersible Motor-pump, Water treatment units (in quality affected habitations only), Water Storage tank, Distribution system and household service connection.

1.2. To implement the resolve government has undertaken the mammoth task of commissioning a large number of water supply schemes with bore-well. These borewells are to supply piped clean drinking water to all its residents.

1.3. Water supply schemes in rural areas of the state under ‘Har Ghar Nal Ka Jal’ are being implemented and commissioned through the synergy of two state government departments namely Panchayati Raj 4294 Panchayats) and PHED - Public Health Engineering Department (4095 Panchayats). These schemes are being commissioned mostly at Ward levels (somewhere at village level) and their operations and maintenance is under O&M Contract of design and building agency (for 60 months after the completion of the schemes. Referred as ‘Operator’), wherein, the Operator runs the water supply schemes, monitors the usage and does all types of maintenance works as required along with paying for electricity charges.

1.4. To assist in the above aspects, PHED (the “Authority”) plans to engage services of reputed agency. The selected agency will supply, installation, maintenance and management of IOT enabled solution with sensors and IOT control unit for real time monitoring of the functionality of drinking water supply schemes on dashboard including reporting and alert features and 5 years operation and maintenance under Mukhyamantri Gramin Peyjal Nishchay Yojana across the state under Public Health
Engineering Department – Govt. of Bihar. To undertake this, the agency would be expected to assist the Authority on a set of services as have been specified under the Bid Document/Terms of reference (TOR).

2. NEED OF THE PROJECT
In the process of commissioning the water supply schemes with bore-wells, it has been observed by the department that:

- There is Manual mechanism to monitor the consistent operation of water supply schemes.
- There is no mechanism to monitor Quantity of water extracted through bore-well.
- There is Manual mechanism to monitor static water level of the bore-well.

3. PROJECT OBJECTIVE AND SCOPE OF WORK
Keeping the above observations in view, the department desires to have IOT enabled solution with sensors and IOT control unit for real time monitoring of the functionality of drinking water supply schemes on dashboard including reporting and alert features and 5 years operation and maintenance under Mukhyamantri Gramin Peyjal Nishchay Yojana under Public Health Engineering Department – Govt. of Bihar to cover 56,079 wards with approximately 50,000 Water supply Schemes across the state. The number of schemes may increase or decrease.

IOT based device shall be installed in the water supply system after commissioning, which will give following data to a centralized server and dashboard:

- Start and Stop time of running of each and every scheme on daily basis.
- Electricity availability to the scheme, even if it's not turned on.
- Total running time of each water supply scheme in a day, week or in a month.
- Water availability with adequate pressure at end points of schemes in multi-ward PWS(Piped water supply scheme) and SVS(single village schemes).
- Registering location of each commissioned scheme with source and distribution network and representing it in a GIS map with appropriate image and colour coding for representing the running status of the water supply scheme.
- Dashboard- To monitor the status of above parameters for each water supply schemes and prepare reports as per requirements of the department.
- Establishment of control room at HQ level with adequate display (55’ LED TV) and hardware installation with technical staff and one project manager.
- Establishment of display centre at P.H. Division level with adequate display (42 inch LED TV) and other hardware installation.

An agency firm will be selected under two bid tendering system. The lowest financial bidder shall be selected by procedures described in this RFP.

4. The RFP includes the following documents:
   - Section 1 – Invitation of proposal
   - Section 2 – Instructions to Bidders (including Data sheet -Annexure 1)
   - Section 3 – General Conditions of Contract
Section 4 – Terms of Reference
Section 5 – Prequalification and Technical Proposal - Standard Forms
Section 6 – Financial Proposal - Standard Forms
Section 7 – Standard Form of Contract

All clarifications/ corrigenda will be published only on the Authority website. The official website for accessing the information related to this RFP is: www.phed.bih.nic.in or www.bswsmpatna.org.

Yours sincerely,

Engineer-in-Chief-cum-Special Secretary,
Public Health Engineering Department,
Vishwasaraiya Bhawan Campus, Bailey Road, Patna – 800015.
Tel: 0612 - 2546368, Fax: 0612 - 2545586
E-mail: encephed.patna@gmail.com
Section 2: Instructions to Bidders

1. Introduction

1.1. The Authority (PHED) named in the data sheet will select an agency (the “Successful Bidder”) in accordance with the method of selection specified in the data sheet. Bidders are advised that the selection of the Bidder/applicant shall be on the basis of an evaluation by Authority through the selection process specified in this RFP (the “Selection Process”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Authority’s decision is without any right of appeal whatsoever.

1.2. The Bidders are invited to submit Technical and Financial Proposals (collectively called as the "Proposal"), as specified in the Data Sheet, for the services required for the Assignment. The term "Applicant" refers to a single entity. The Proposal will form the basis for contract signing with the selected Applicant. The Bidder shall provide services in accordance with the provisions of this bid document/Terms of Reference of this RFP (the "TOR").

1.3. The Applicant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Authority in the form specified in this RFP (the "Contract").

1.4. Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals.

1.5. Bidders shall bear all costs associated with the preparation and submission of their proposals, presentation and contract negotiation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority or any other costs incurred in connection with or relating to its Proposal. The Authority is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

1.6. Authority requires that the selected Applicant/Bidder provides professional, objective, and impartial advice and at all times hold Authority’s and the concerned State Government’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected Applicant/Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Authority and the Project.

1.7. It is the Authority's policy that the Bidders observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Authority:

    (i) defines, for the purposes of this provision, the terms set forth below as follows:

    a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Authority and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition.

(ii) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;

(iii) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

1.8. Termination of Contract: Authority will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination, the authority will not be liable to pay any compensation whatsoever to the agency. If the contract is terminated due to the fault of the agency or in case of termination of the contract by the agency for reasons not attributable to the Authority, the Authority will forfeit the performance security of the agency.

1.9. Details related to timelines and submission of deliverables at each stage/phase is given in the TOR.

1.10. The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the "PDD").

1.11. Brief description of the selection process: The Authority has adopted a three stage (collectively referred to as the "Selection Process") for the evaluation of the Proposals. The Bids shall comprise of three parts namely the Pre-Qualification, Technical and Financial Proposals to be submitted in three separate sealed envelopes. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled "Request for Proposal (RFP)- Pre-Qualification" along with the processing fee and bid security as prescribed in this RFP document. The Technical Proposal and Financial Proposal shall be placed in a separate sealed envelope titled "Request for Proposal (RFP)-Technical Proposal" and "Request for Proposal (RFP)-Financial Proposal" respectively as prescribed in this RFP document. All the three envelops shall be put in a large envelope titled the name of work- "Selection of agency to Supply, Install and Maintain the IOT Enabled Solution for Monitoring the Functionality of Drinking Water Supply Schemes for PHED, Bihar". The submissions for technical evaluation as specified in this RFP will be carried out first. Based on this technical evaluation, a list of technically qualified Bidders shall be prepared. Financial Proposals of only the technically qualified Bidders will be opened. Proposals will finally be decided according to lowest price quoted in financial bid. The L1 Applicant ranked first (the "Successful Applicant") shall be invited for Negotiations (if necessary).

1.12. Number of Proposals: No Applicant or its Associate shall submit more than one Application.
1.13. Visit to the Authority and Verification of Information: Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

1.14. Right to reject any or all Proposals:
- Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- Without prejudice to the generality of above, the Authority reserves the right to reject any Proposal if:
  a. at any time, a material misrepresentation is made or discovered, or
  b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- Such misrepresentation/improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

1.15. Acknowledgement by Applicant
(i) It shall be deemed that by submitting the Proposal, the Applicant has:
  a. made a complete and careful examination of the RFP;
  b. received all relevant information requested from the Authority;
  c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
  d. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  e. acknowledged that it does not have a Conflict of Interest; and
  f. agreed to be bound by the undertaking provided by it under and in term hereof.
(ii) The Authority and/or its advisors/bidders shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority and/or its Bidder.
1.16. **RFP Processing Fee**: The RFP submissions shall be accompanied by a Bank Draft of **INR 5,000 (Indian Rupees Five thousand only)** in favour of “Engineer-in-Chief-cum-Special Secretary, PHED”, payable at Patna, Bihar, as a non-refundable RFP processing fee (the "RFP Processing Fee"). Proposals not accompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Authority. This shall be placed in the envelope containing Pre-qualification proposal.

2. **Clarification and Amendment of RFP Document**

2.1. Bidders may seek clarification on this RFP document before the date specified in the data sheet. Any request for clarification must be sent by standard electronic means (PDF and word file):

Engineer-in-Chief-cum-Special Secretary, Public Health Engineering Department
Vishwasaraiya Bhawan Campus, Bailey Road, Patna – 800015.
Tel: 0612 - 2546368, Fax: 0612 – 2545586
E-mail: encphed.patna@gmail.com

2.2. At any time before the submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Authority's Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may at its discretion extend the Proposal Due Date.

2.3. The date and time of the Pre-Bid Meeting and venue is mentioned in Data Sheet. Bidders willing to attend the pre-bid meeting should inform authority beforehand in writing and email. The maximum number of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall carry with an Authority letter duly signed by the authorised signatory of his/her organisation.

3. **Bid Security**

3.1. The bidder shall furnish a Bid Security amounting Rupees equivalent to sum of Rs. 2,00,000.00 (Rupees Two Lakh) only.

3.2. Bid Security should be in shape of 8th issue of 6 years NSC/KVP/5 years' TD issued within the State or as per Bihar Financial Rules which has been pledged in favour of Engineer-In-Chief-Cum-Special Secretary, Public Health Engineering Dept., Patna or Bank Guarantee issued from any Schedule Bank within State (If issued from any bank outside State then it will be converted to any bank within State before executing the work agreement by the bidder) and valid up to 225 days after the date of receipt of RFP.

3.3. The Bid Security in original shall be placed in an envelope containing the Pre-qualification proposal. Bids received without the specified Bid Security shall be summarily rejected.

3.4. The Authority shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Bidders will be returned, without any interest, as promptly as
possible on acceptance of the proposal of the successful applicant or when the selection process is cancelled by Authority.

3.5. The Successful Applicant's Bid Security shall be returned, without any interest upon, to the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFP and the Contract.

3.6. The Authority will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Authority in regard to the RFP without prejudice to Authority's any other right or remedy under the following conditions:

(i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);

(ii) Subject to the provisions of relevant Clause of this RFP, if any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,

(iii) In the case of the Successful Applicant, if the Successful Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or

(iv) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Authority.

3.7. Performance Security equivalent to the amount indicated in this RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFP contract.

3.8. For the successful Applicant the Performance Security shall be valid till 180 (One Hundred Eighty) days after the completion of the assignment.

4. Eligibility of Bidders- The proposal not complying with minimum eligibility criteria, as enumerated below will be rejected and will not be considered for evaluation of technical bid.

<table>
<thead>
<tr>
<th>SR. NO</th>
<th>CRITERIA</th>
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<tbody>
<tr>
<td>1</td>
<td>The bidder may be a firm that is a private entity registered in India under the Companies Act 1956/2013 or a state/central Government owned enterprise and be in operation for the last 3 years as on date of release of this tender.</td>
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<tr>
<td>2</td>
<td>The bidder should have an active ISO 27001 and ISO 9001:2015 certification as on date of submission of the bid.</td>
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<tr>
<td>3</td>
<td>The Bidder must have a minimum average annual turnover of Rs. 10 Crores in the last 3 financial years (FY2016-17, 2017-18 &amp; 2018-19)</td>
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</table>
| 4      | The Bidder Should have valid -  
|        | • PAN  
<p>|        | • GST |
| 5      | The Bidder should have worked in this field and should have demonstrable experience of providing IOT solution in government or private projects. Firms having experience in Government projects shall be given preference at the time of technical evaluation. |</p>
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<tr>
<th>SR. NO</th>
<th>CRITERIA</th>
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<tr>
<td>6</td>
<td>Any entity which has been barred by the Central Government, any State Government, a statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate. <strong>Entity has to submit undertaking regarding the same on his letter head.</strong></td>
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5. Preparation of Proposal

5.1. Bidders are requested to submit their proposal in English Language and strictly in the formats provided in this RFP. The Authority will evaluate only those Proposals that are received in the specified forms and complete in all respects. Any supporting documents submitted by the Applicant with its proposal or subsequently, in response to any query/clarification from Authority shall be in English and in case any of these documents is in another language, then it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the, the translation in English shall prevail.

5.2. While preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

5.3. **Technical Proposal:** While preparing the Technical Proposal, Bidders must give particular attention to the procedure laid in the RFP for implementation of assignment laid.

5.4. The technical proposal must not include any financial information.

5.5. In case of failure to comply with the requirements spell out above, the Authority will be entitled to reject the Proposal.

5.6. Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative (the "Authorised Representative" or the "Authorised Signatory") as detailed below:

(i) by a duly authorized person holding the Power of Attorney or by a Board Resolution in case of a Limited Company or a corporation (A certified copy of the Power of Attorney/Board Resolution shall accompany the proposal);

(ii) Bidders should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in Data Sheet. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For
the avoidance of doubt, the Authority reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

5.7 A firm can only bid for this project as a sole Bidder. Joint venture with other Bidder is not allowed.

5.8 The Technical Proposal should provide the following information using the attached Standard Forms:

i) Applicant's experience for recent assignments of similar nature, the outline should indicate, inter alia, duration of the assignment, contract amount, and firm's involvement (form 5D).

ii) Detailed Approach and Methodology for undertaking the current Assignment (Form 5E).

iii) Ongoing assignments/projects can be submitted with detail of progress supported by suitable documents.

iv) Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.

5.9 Financial Proposal: While preparing the financial proposal (the "Financial Proposal"), Bidders are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal shall be inclusive of all the costs including all applicable taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the Financial Proposal should be prepared in INR. In submitting the Financial Proposal, the Bidder shall adhere to the following requirements:

i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for the Bidder's personnel proposed for this assignment and their administrative or other out-of-pocket expenses etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.

ii. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance, levies and other impositions applicable under the prevailing law on the Bidders and their staff. Further, all payments shall be subjected to deduction of taxes including GST at source as per Applicable Laws.

iii. The Financial Proposal shall be submitted in accordance with the forms and templates provided under Section 4 of this RFP document.

iv. In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered for evaluation purposes.

5.10 The Bidders may be subjected to local and other taxes (such as: social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc) on amounts
payable by the Authority under the Contract. Bidders must do their due diligence about the tax implications and Authority will not be liable for any incident.

5.11 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the Applicant is expected to keep available the Key Professional proposed for the assignment. The Authority will make its best effort to complete negotiations within this period. If the Authority wishes to extend the validity period of the Proposals, it may ask the Bidders to extend the validity of their Proposals for a stated period. Bidders, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals. The Authority will return the bid security deposits of the Bidders who do not extend the period of validity of their Proposals and wish to withdraw. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by Authority prior to PDD as given in the Data Sheet. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of this RFP, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

5.12 Any alteration/modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by Authority, shall be disregarded.

5.13 The rates and amounts indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.

6. Submission, Receipt and Opening of Proposals

6.1 The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Applicant itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposal.

6.2 The Authorised Representative of the Applicant should initial all pages of Pre-Qualification, Technical and Financial proposal. The Authorised Representative's authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

6.3 The Applicant shall submit two (2) copies of Technical Proposal (one original and one copy), one copy of Pre-Qualification documents in original and one copy of Financial Proposal. Soft copies in PDF format of both Pre-Qualification and Technical Proposals shall also be submitted by the Applicant in a CD/pen-drive. The Technical and Financial Proposals must necessarily be 'Hard Bound' separately and all pages serially numbered. 'Hard Bound' implies such binding between two covers through stitching whereby it will not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.
6.4 The Bids shall comprise of three parts namely the Pre-Qualification, Technical and Financial Proposals to be submitted in three separate sealed envelopes. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled "Request for Proposal (RFP)—Pre-Qualification" along with the processing fee and bid security as prescribed in this RFP document. The Technical Proposal and Financial Proposal shall be placed in a separate sealed envelope titled "Request for Proposal (RFP)—Technical Proposal" and "Request for Proposal (RFP)—Financial Proposal" respectively as prescribed in this RFP document. All the three envelopes shall be put in a large outer sealed envelope titled the name of work—"Selection of agency to Supply, Install and Maintain the IOT Enabled Solution for Monitoring the Functionality of Drinking Water Supply Schemes for PHED, Bihar” along with the Name and address of the bidder.

6.5 Proposal Submission:

<table>
<thead>
<tr>
<th>Envelope</th>
<th>Content</th>
<th>Forms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outer Envelope</td>
<td>Pre-Qualification, Technical and Financial bid envelope.</td>
<td>NA</td>
</tr>
<tr>
<td>RFP-Pre-Qualification</td>
<td>Processing Fee and Bid Security (sealed envelope)</td>
<td>Form: 5/PQ</td>
</tr>
<tr>
<td>RFP-Technical Proposal</td>
<td>Technical proposal (Separately sealed envelope)</td>
<td>Form: 5A, 5B, 5C, 5D, 5E</td>
</tr>
<tr>
<td>RFP-Financial proposal</td>
<td>Financial proposal (Separately sealed envelope)</td>
<td>Form: 6A, 6B</td>
</tr>
</tbody>
</table>

6.6 Submission Address:

Engineer-in-Chief-cum-Special Secretary,
Public Health Engineering Department, Vishwasaraiya Bhawan Campus,
Bailey Road, Patna – 800015.
Tel : 0612 - 2546368, Fax : 0612 – 2545586
E-mail: encephed.patna@gmail.com

The information on the outer envelope should also include name of the Assignment.

6.7 The completed Proposal must be delivered at the submission address on or before Proposal Due Date (PDD) given in the Data Sheet up to 5:00 PM (IST) on 06th January, 2020.

6.8 No Proposal shall be accepted after the closing time of Proposal submission.

6.9 After the deadline for submission of proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidders meet the prescribed Minimum Qualification Criteria. The RFP Envelope containing Technical and Financial Proposals shall remain sealed.

6.10 After the Proposal submission until the contract is awarded, if any Bidder wishes to contact the Authority on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Authority during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.
7. **Proposal Evaluation**

7.1 As part of the evaluation, it is evaluated that whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in financial proposal accordance with the criteria set out in this RFP document.

7.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Authority in respect of such Proposals. However, Authority reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Authority will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

7.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

(i) it is received by the Proposal Due Date including any extension thereof in terms hereof;

(ii) it is accompanied by the Processing Fee and bid security as specified in this RFP;

(iii) it is signed, sealed, bound together in hard cover and marked as stipulated in this RFP

(iv) it is accompanied by the Power of Attorney, for the Authorised Representative and the Lead Member of the Consortium, if applicable;

(v) it does not contain any condition or qualification; and

(vi) it is not non-responsive in terms hereof.

7.4 As part of the evaluation, the Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Bid Security will be returned after completion of evaluation.

7.5 **Minimum Qualification Criteria**

<table>
<thead>
<tr>
<th>SR. NO</th>
<th>CRITERIA</th>
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<tbody>
<tr>
<td>1</td>
<td>The bidder may be a firm that is a private entity registered in India under the Companies Act 1956/2013 or a state/central Government owned enterprise and be in operation for the last 3 years as on date of release of this tender.</td>
</tr>
<tr>
<td>2</td>
<td>The bidder should have an active ISO 27001 and ISO 9001:2015 certification as on date of submission of the bid.</td>
</tr>
<tr>
<td>3</td>
<td>The Bidder must have a minimum average annual turnover of Rs. 10 Crores in the last 3 financial years (FY2016-17, 2017-18 &amp; 2018-19)</td>
</tr>
</tbody>
</table>
| 4      | The Bidder Should have valid -  
|        | • PAN  
<p>|        | • GST |</p>
<table>
<thead>
<tr>
<th>SR. NO</th>
<th>CRITERIA</th>
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<tbody>
<tr>
<td>5</td>
<td>The Bidder should have worked in this field and should have demonstrable experience of providing IOT solution in government or private projects. Firms having experience in Government projects shall be given preference at the time of technical evaluation.</td>
</tr>
<tr>
<td>6</td>
<td>Any entity which has been barred by the Central Government, any State Government, a statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate. <strong>Entity has to submit undertaking regarding the same on his letter head.</strong></td>
</tr>
</tbody>
</table>

7.6 **Technical Evaluation**

7.6.1 To facilitate evaluation of Proposals, Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought by Authority within the specified time, its Proposal may be liable to be rejected. In case the Proposal is not rejected, Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation by Authority.

7.6.2 Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to this RFP. Any such verification or absence of verification by Authority shall not in any manner whatsoever relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of Authority.

7.6.3 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that any eligibility conditions have not been met by the Applicant or if the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet selected as the Bidder (either by issuance of the LOA or entering into of the Contract), and if the Successful Applicant has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by Authority without Authority being liable in any manner whatsoever to the Successful Applicant or Bidder, as the case may be. In such an event, Authority shall, without prejudice to any other right or remedy that may be available to Authority, forfeit and appropriate the Performance Security as mutually agreed pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority; provided that in the event the Performance Security has not been provided, Authority have the right to forfeit the Bid Security and the Applicant or Bidder, as the case may be, shall be liable for the difference.
7.7 **Financial Evaluation:**
Based on this technical evaluation, a list of technically qualified Bidders shall be prepared. Financial Proposals of only the technically qualified Bidders will be opened. Proposals will finally be accepted according to lowest price quoted in financial bid. The I Applicant ranked first (the "Successful Applicant") shall be invited for Negotiations (if necessary).

8. **Negotiations**
8.1 The Selected Applicant may, if necessary be invited for negotiations. The negotiations shall normally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Bidder under this RFP. Issues understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during the negotiations. In case, the Selected Applicant fails to reconfirm its commitment, the Authority reserve the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

8.2 The financial negotiations may include a clarification of the Firm’s tax liability in the Authority’s country (if any), and how it should be reflected in the Contract. Unless there are exceptional reasons, the financial negotiations will involve neither the rates nor other proposed unit rates. The Bidder will fill a vacancy with equally qualified and experienced staff immediately. For example, the Authority will not consider any staff turnover as the basis for any project delays – the Bidder is expected to meet every deliverable due dates, and the project completion milestones as approved by the Authority.

9. **Award of Contract**
9.1 After selection, a Letter of Award (the —LOA) will be issued, in duplicate, by the Authority to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Successful Applicant to acknowledge the LOA.

9.2 **Performance Security:** Performance Security equivalent to 2 (Two) percent of the total cost of contract value shall be furnished from a Nationalized/Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Section 7 of the contract. For the successful bidder the Performance Security shall be valid till 180 (One Hundred Eighty) Days after the completion of the assignment.

9.3 **Execution of contract:** After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 15 (Fifteen) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.

9.4 **Commencement of Assignment:** The Successful Applicant/ Bidder is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract.
10. Confidentiality
Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

11. Fraud and Corrupt Practices
11.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the Authority will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

11.2 Without prejudice to the rights of the Authority under this Clause, hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

11.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

i. —corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process
or after the issue of the LOA or after the execution of the Agreement, as
the case may be, any person in respect of any matter relating to the
Project or the LOA or the Agreement, who at any time has been or is a
legal, financial or technical Bidder/ adviser of the Authority in relation to
any matter concerning the Project;

ii. —fraudulent practice means a misrepresentation or omission of facts or
disclosure of incomplete facts, in order to influence the Selection Process;

iii. —coercive practice means impairing or harming or threatening to impair
or harm, directly or indirectly, any persons or property to influence any
person’s participation or action in the Selection Process;

iv. —undesirable practice means (i) establishing contact with any person
connected with or employed or engaged by the Authority with the
objective of canvassing, lobbying or in any manner influencing or
attempting to influence the Selection Process; or (ii) having a Conflict of
Interest; and

v. —restrictive practice means (i) forming a cartel or arriving at any
understanding or arrangement among Bidders with the objective of
restricting or (ii) manipulating a full and fair competition in the Selection
Process.

12. Pre-Bid Meeting
Pre-Bid Meeting of the Bidders will be convened on the date and time mentioned in the
data sheet. A maximum of two representatives of each Applicant will be allowed to
participate on production of an authorization letter from the Applicant. During the course
of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions
for consideration of the Authority. The Authority will endeavour to provide clarifications
and such further information as it may, in its sole discretion, consider appropriate for
facilitating a fair, transparent and competitive selection process.

13. Miscellaneous
The Selection Process shall be governed by, and construed in accordance with, the laws
of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising
under, pursuant to and/or in connection with the Selection Process. The Authority, in its
sole discretion and without incurring any obligation or liability, reserves the right, at any
time, to:

(i) suspend and/or cancel the Selection Process and/or amend and/or supplement the
Selection Process or modify the dates or other terms and conditions relating
thereto;

(ii) consult with any Applicant in order to receive clarification or further information;

(iii) retain any information and/or evidence submitted to the Authority by, on behalf of
and/or in relation to any Applicant; and/or

(iv) Independently verify, disqualify, reject and/or accept any and all submissions or
other information and/or evidence submitted by or on behalf of any Applicant. It
shall be deemed that by submitting the Proposal, the Applicant agrees and
releases the Authority and the concerned State Governments, its employees,
agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future. All documents and other information provided by Authority or submitted by an Applicant to Authority shall remain or become the property of Authority and the concerned Department. Bidders and the Bidder, as the case may be, are to treat all information as strictly confidential. Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to Authority in relation to the consultancy shall be the property of Authority. The Authority reserves the right to make inquiries with any of the authorities listed by the Bidders in their previous experience record.
Annexure I
Data Sheet

Information to Bidders

1. Authority would mean: “PHED (Authority)” The method of selection is Two Bid system in which technically qualified agency's financial proposal to be opened and assignment would be given to lowest bid price.

2. **Objective and description of the assignment:** Keeping the above observations in view, the department desires to have IOT enabled solution with sensors and IOT control unit for real time monitoring of the functionality of drinking water supply schemes on dashboard including reporting and alert features and 5 years operation and maintenance under Mukhyamantri Gramin Peyjal Nishchay Yojana under Public Health Engineering Department – Govt. of Bihar to cover 56,079 wards with approximately 50,000 Water supply Schemes across the state.

IOT based device which can be installed in the water supply system at the time of commissioning, which will give following data to a centralized server and dashboard:

- Start and Stop time of running of each and every scheme on daily basis.
- Electricity availability to the scheme, even if it's not turned on.
- Total running time of each water supply scheme in a day, week or in a month.
- Water availability with adequate pressure at end points of schemes in multi-ward PWS(Piped water supply scheme) and SVS(single village schemes).
- Registering location of each commissioned scheme with source and distribution network and representing it in a GIS map with appropriate image and colour coding for representing the running status of the water supply scheme.
- Dashboard- To monitor the status of above parameters for each water supply schemes and prepare reports as per requirements of the department.
- Establishment of control room at HQ level with adequate display (55’ LED TV) and hardware installation with technical staff and one project manager.
- Establishment of display centre at P.H. Division level with adequate display (42 inch LED TV) and other hardware installation.

3. The detailed descriptions of services are mentioned in the Terms of Reference.

   i) Earnest money: Rs. 2.0 lakh
   ii) Performance Guarantee: 2% of contract value
   iii) Security Deposit: 8% of gross bill value.

7. Clarification must be requested on or before 3:00 PM on 29/12/2019. The address for requesting clarification is:

   **Engineer-in-Chief-cum-Special Secretary,**
   **Public Health Engineering Department**
   **Vishwasaraiya Bhawan Campus, Bailey Road, Patna – 800015.**
   **Tel: 0612 - 2546368, Fax: 0612 – 2545586**
   **E-mail: dir_pmu@yahoo.co.in, encephed.patna@gmail.com**

The proposal of the Bidder should be valid for **180 days** from the last date of submission.
Duration of assignment: as specified in the Terms of Reference.
8. The last date of submission of proposal is: 06th January, 2020 till 17:00 Hrs. The address for submission of proposal is:

Engineer-in-Chief-cum-Special Secretary,
Public Health Engineering Department
Vishwasaraiya Bhawan Campus, Bailey Road, Patna – 800015.
Tel: 0612 - 2546368, Fax: 0612 – 2545586
E-mail: encphed.patna@gmail.com

9. The Bidder to State the costs in Indian Rupees (INR) only. Bidders must submit:
   a. Pre-Qualification: One copy in original with the processing fee and bid security as prescribed in this RFP document
   b. Technical proposal: Two copies (one original + one copy) and one soft copy (PDF Format)
   c. Financial proposal: One original in hard copy

10. Schedule for selection process
    The Authority will endeavour to follow the following schedule:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Schedule</th>
<th>Dates and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Date of issue of RFP</td>
<td>18-11-2019</td>
</tr>
<tr>
<td>2</td>
<td>Last date for receiving queries/requests for clarifications</td>
<td>29-12-2019 at 15.00 Hrs.</td>
</tr>
<tr>
<td>3</td>
<td>Pre Bid Meeting</td>
<td>29-12-2019 at 15.00 Hrs.</td>
</tr>
<tr>
<td>4</td>
<td>The closing date and time for receipt of Bid Proposal</td>
<td>06-01-2020 at 17.00 Hrs.</td>
</tr>
<tr>
<td>5</td>
<td>The Date and Time for opening of Pre-Qualification Envelope</td>
<td>08-01-2020 from 16.00 Hrs.</td>
</tr>
<tr>
<td>6</td>
<td>The Date and Time for opening of Technical Proposal</td>
<td>08-01-2020 from 16.00 Hrs.</td>
</tr>
<tr>
<td>7</td>
<td>The date and Time for Opening of Financial Proposal</td>
<td>To be informed later after the approval of technical bid</td>
</tr>
</tbody>
</table>

11. The Bidder will have to establish office locally at Patna once work is awarded.
Section 3: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law.
(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
(d) "GCC" means these General Conditions of Contract;
(e) "Government" means the Government of Bihar;
(f) "currency" means the Indian National Rupee;
(g) "Member", in case the Bidders consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
(i) "Personnel" means persons hired by the Bidders as approved by AUTHORITY as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
(j) "Party" means the Authority or the Bidders, as the case may be, and Parties means both of them;
(k) "Services" means the work to be performed by the Bidders pursuant to this Contract for the purposes of the Project;
(m) "Sub-Bidder" means any entity to which the Bidders subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
(n) "Third Party" means any person or entity other than the Government, the Authority, the Bidders or a Sub-Bidder.
(o) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Bidders. The Bidders, subject to this
Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

1.3 **Language**
This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Heading**
The headings shall not limit, alter or affect the meaning of this Contract.

1.5 **Notices**
Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address as specified in the contract document.

1.5.1 Notice will be deemed to be effective as specified in the contract document.

A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned as under

<table>
<thead>
<tr>
<th>Authority:</th>
<th>Bidder:</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

1.6 **Location**
The Services shall be performed at such locations as are specified in TOR

1.7 **Joint Venture**
Bids from Joint Venture are not acceptable/allowed.

1.8 **Authorized Representatives**
Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Authority or the Bidders may be taken or executed by the authorized representative.

1.9 **Taxes and Duties**
The Bidders shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Authority’s notice to the Bidders instructing the Bidders to begin carrying out the Services.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the bid document, either Party may, by not less than two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Bidders shall begin carrying out the Services at the end of such time period after the Effective Date.

2.4 Expiration of Contract

Unless terminated earlier pursuant to any provision of Bid Document hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to provision of contract document hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or
intentional action of a Party or such Party’s Sub Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments related to force majeure

Both the parties will have to bear their own cost during the force majeure.

2.7.6 Consultation

Not later than thirty (30) days after the Bidders, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7.7 Suspension

The Authority may, by written notice of suspension to the Bidders, suspend all payments to the Bidders hereunder if the Bidders fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall
specify the nature of the failure, and (ii) shall request the Bidders to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidders of such notice of suspension.

2.7.8 By the Authority

The Authority may, by not less than thirty (30) days’ written notice of termination to the Bidders (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.7.8, terminate this Contract:

(a) if the Bidders fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7.7 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently approved in writing;

(b) if the Bidders become (or, if the Bidders consist of more than one entity, if any of their Members) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Bidders fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

(d) if the Bidders submit to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Bidders know to be false;

(f) if, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(g) if the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.9 By the Bidders

The Bidders may, by not less than thirty (30) day’s written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.9, terminate this Contract:

(a) if the Authority fails to pay any money due to the Bidders pursuant to this Contract and not subject to dispute pursuant to Clause 9 hereof within forty-five (45) days after receiving written notice from the Bidders that such payment is overdue;

(b) if the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidders may have subsequently approved in writing) following the receipt by the Authority of the Bidders’ notice specifying such breach;

(f) as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
(d) if the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof

2.7.10 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law

2.7.11 Cessation of Services

Upon termination of this Contract by notice of either Party to the other as per relevant provision of this contract document hereof, the Bidders shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidders and equipment and materials furnished by the Authority, the Bidders shall proceed as provided, respectively, by Clauses 3.9 hereof.

2.7.12 Payment upon Termination

Upon termination of this Contract, the Authority shall make the following payments to the Bidders (after offsetting against these payments any amount that may be due from the Bidder to the Authority):

i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination

ii) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.7.13 Disputes about Events of Termination

If either Party disputes whether an event specified hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE BIDDERS

3.1 General

3.1.1 Standard of Performance

The Bidders shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the
Authority's legitimate interests in any dealings with Third Parties.

3.1.2 **Law Governing Services**

The Bidders shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel and agents of the Bidders comply with the Applicable Law. The Authority shall advise the Bidders in writing of relevant local customs and the Bidders shall, after such notifications, respect such customs.

3.2 **Conflict of Interests**

3.2.1 **Bidders not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Bidders pursuant to Clause 6 hereof shall constitute the Bidders' sole remuneration in connection with this Contract or the Services and the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Bidders shall use their best efforts to ensure that the Personnel and agents shall not receive any such additional remuneration.

3.2.2 **Bidders and Affiliates not to be otherwise interested in Project**

The Bidders agree that, during the term of this Contract and after its termination, the Bidders and any entity affiliated with the Bidders, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 **Prohibition of Conflicting Activities**

Neither the Bidders nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified by Authority.

3.3 **Confidentiality**

The Bidders and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Authority's business or operations without the prior written consent of the Authority.

3.4 **Liability of the Bidders**

The Bidders' liability under this Contract shall be as provided by the Applicable Law.

3.5 **Insurance to be taken out by the Bidders**

The Bidders (i) shall take out and maintain, and shall cause at their own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage's, as necessary and (ii) at the Authority's request, shall provide evidence to the Authority showing
that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 **Accounting, Inspection and Auditing**

The Bidders (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Bidders' costs and charges), and (ii) shall permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 **Bidders' Actions requiring Authority's prior Approval**

The Bidders shall obtain the Authority's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel.

(b) that the Bidders shall remain fully liable for the performance of the Services by the Personnel pursuant to this Contract;

3.8 **Reporting Obligations**

The Bidders shall submit to the Authority the reports and documents as required by the department in the form, in the numbers and within the time periods set forth. **Documents prepared by the Bidders to be the Property of the Authority**

All plans, drawings, specifications, designs, reports and other documents prepared by the Bidders in performing the Services shall become and remain the property of the Authority, and the Bidders shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. The Bidders may retain a copy of such documents.

3.9 **Equipment and Materials furnished by the Authority**

Equipment and materials made available to the Bidders by the Authority, or purchased by the Bidders with funds provided by the Authority, shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidders shall make available to the Authority an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Authority's instructions. While in possession of such equipment and materials, the Bidders, unless otherwise instructed by the Authority in writing, shall insure them in an amount equal to their full replacement value.

4. **BIDDERS’ PERSONNEL**

4.1 **General**

The Bidders shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2 **Description of Personnel**

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.

(b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key personnel is to be increased. The Bidder will have to take into account the requirement of personals and other relevant infrastructure required for timely completion of the project. Based on assessment of required professional, equipments and other infrastructure the Bidder should quote the rate.

(c) If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

4.3 **Approval of Personnel**

In respect of Key Personnel, which the Bidders propose to use in the carrying out of the Services, the Bidders shall submit to the Authority for review and approval a copy of their biographical data. If the Authority does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Authority.

4.4 **Working Hours, Overtime, Leave, etc.**

Working hours and holidays for Key Professional shall be as per labour laws.

4.5 **Removal and/or Replacement of Personnel**

(a) Once approved by the Authority no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidders, it becomes necessary to replace any of the key Personnel, the Bidders shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Authority (i) finds that any of the key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the key Personnel, then the Bidders shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the Authority. Any such replacement shall be at risk & cost of the Bidder.

5. **OBLIGATION OF THE AUTHORITY**

5.1 **Assistance and Exemptions**

The Authority shall use its best efforts to ensure that the AUTHORITY shall:

(a) assist the Bidders and Personnel in arranging work permits and such other documents as shall be necessary to enable the Bidders or Personnel to perform the Services;

(b) assist for the Personnel and, if appropriate, their eligible dependents to be provided
promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

(c) facilitate clearance through customs of any property required for the Services;

(d) issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

The Authority warrants that the Bidders shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Authority will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Bidders and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Bidders or any Sub Bidders or the Personnel of either of them.

5.3 Changes in the Applicable Law

The Bidder shall bear all financial implication, if, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties.

5.4 Services, Facilities and Property of the Authority

The Authority shall make available to the Bidders and the Personnel, for the purposes of the Services and free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2.

5.5 Payment

In consideration of the Services performed by the Bidders under this Contract, the Authority shall make to the Bidders such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE BIDDERS

6.1 The payment shall be made as per clause mentioned in TOR.

6.2 The payment shall be made through A/e payee cheque or through appropriate mode applicable in the state in Indian Rupees.

6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

(a) The Authority shall cause to be paid to the Bidders an advance and as otherwise set forth below. The advance payment will be due after provision by the Bidders to the Authority of a bank guarantee of any nationalised bank acceptable of value of 10% of total contract value. Such bank guarantee (i) to remain effective until the advance payment has been fully set off and ii) in such form as the Authority shall have approved in writing.

(b) No payment shall become eligible for the next stage till the Bidder completes to the satisfaction of the Authority the work pertaining to the preceding stage.
(c) The Authority shall cause the payment of the Bidders as given in schedule of payment within thirty (30) days after the receipt by the Authority of bills.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidders and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Authority unless the Authority, within such ninety (90) day period, gives written notice to the Bidders specifying in detail deficiencies in the Services, the final report or final statement. The Bidders shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Authority has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Bidders to the Authority within thirty (30) days after receipt by the Bidders of notice thereof. Any such claim by the Authority for reimbursement must be made within twelve (12) calendar months after receipt by the Authority of a final report and a final statement approved by the Authority in accordance with the above.

7. Responsibility for Accuracy of Project Documents

7.1 General

7.1.1 The Bidder shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Bidder will also be responsible for correcting, at his own cost and risk, if required.

7.2. Security Money

An amount equivalent to 8% of the gross bill value shall be deducted from each running bills and will be released after six month on completion of the whole of the work (excluding O&M).

7.3 Liquidated damage and Extension of time:

In case of delay in completion of services, pre-decided, reasonable and mutually agreed compensation/penalty equal to 1% of the contract price per 5 (five) day subject to a maximum 10% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the Bidder, suitable extension of time will be granted.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Bidders liability towards the Authority

Bidder shall be liable to indemnify the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.
7.4.2 Warning / Debarring

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring Bidders for minor deficiencies. In the case of major deficiencies in the execution of the assignment involving time and cost overrun and adverse effect on reputation of AUTHORITY, other penal action including debarring for certain period may also be initiated as per policy of AUTHORITY.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the arbitration & conciliation Act applicable in the state of Bihar.
Section 4: Terms of Reference

1. INTRODUCTION:
Government of Bihar has undertaken ‘Seven Resolves’ for development of Bihar as part of its agenda of Good Governance with an approach of ‘Development with Justice’. ‘Har Ghar Nal Ka Jal’ (Tap Water to Every Household) is one of the ambitious resolves of the Government which aims to provide clean and safe water supply to each household in Bihar.

To implement this resolve ‘Mukhyamantri Gramin Peyjal Nishchay Yojana’ is being implemented jointly by Public Health Engineering Department and Panchayati Raj Department in the State, primarily through its own resources.

Out of 1,14,733 rural wards in the State, the Public Health Engineering Department has to cover 56,079 wards and Panchayati Raj Department has to take up the remaining 58,684 wards by March, 2020.

The major component of the scheme comprises of High Yield Tube-Well, Installation of submersible Motor-pump, Water treatment units (in quality affected habitations only), Water Storage tank, Distribution system and household service connection.

To assist in the above aspects, PHED (the “Authority”) plans to engage services of reputed agency. The selected agency will supply, installation, maintenance and management of IOT enabled solution with sensors and IOT control unit for real time monitoring of the functionality of drinking water supply schemes on dashboard including reporting and alert features and 5 years operation and maintenance under Mukhyamantri Gramin Peyjal Nishchay Yojana across the state under Public Health Engineering Department – Govt. of Bihar. To undertake this, the agency would be expected to assist the Authority on a set of services as have been specified under the Bid Document/Terms of reference (TOR).

2. NEED OF THE PROJECT
In the process of commissioning the water supply schemes with bore-wells, it has been observed by the department that:
- There is Manual mechanism to monitor the consistent operation of water supply schemes.
- There is no mechanism to monitor Quantity of water extracted through bore-well.
- There is Manual mechanism to monitor static water level of the bore-well.

3. PROJECT OBJECTIVE AND SCOPE OF WORK
Keeping the above observations in view, the department desires to have IOT enabled solution with sensors and IOT control unit for real time monitoring of the functionality of drinking water supply schemes on dashboard including reporting and alert features and 5 years operation and maintenance under Mukhyamantri Gramin Peyjal Nishchay Yojana under Public Health Engineering Department – Govt. of Bihar to cover 56,079 wards with approximately 40,000 Water supply Schemes across the state. The number of schemes may increase or decrease.
IOT based device which can be installed in the water supply system at the time of commissioning, which will give following data to a centralized server and dashboard:

- Start and Stop time of running of each and every scheme on daily basis.
- Electricity availability to the scheme, even if it's not turned on.
- Total running time of each water supply scheme in a day, week or in a month.
- Water availability with adequate pressure at end points of schemes in multi-ward PWS(Piped water supply scheme) and SVS(Single village schemes).
- Registering location of each commissioned scheme with source and distribution network and representing it in a GIS map with appropriate image and colour coding for representing the running status of the water supply scheme.
- Dashboard- To monitor the status of above parameters for each water supply schemes and prepare reports as per requirements of the department.
- Establishment of control room at HQ level with adequate display (55' LED TV) and hardware installation with technical staff and one project manager.
- Establishment of display centre at P.H. Division level with adequate display (42 inch LED TV) and other hardware installation.

**Scope of work**

To develop, deploy and implement the IOT solution at ward level in all bore-wells for monitoring purposes for a period of 5yrs. Following deliverables will be required.

**Solution Component / Deliverable**

1. Supply of IOT Hardware
2. Design & Development of Software as a Service (SaaS)/ Application (Web Based / Mobile Based)
3. Installation
4. Monitoring & Technical Support
5. 5 years Operation and Maintenance

**Supply of Hardware**

1. The successful bidder shall Supply IOT Device at District Level to install /regulate / monitor / control the utilization of drinking water supply and distribution.
2. The IOT device shall come as a complete package of IOT Hardware / Equipment i.e. Hardware / Wiring / Network Connectivity etc.
3. The IOT Device must have IP67 rating (Water proof).
4. The IOT device shall be able to operate 220 Volts to 440 Volts AC.
5. The IOT device shall be able to store History Data log of 5000 Logs.
6. Configurable via OTA (Over the air)/SMS in case of GPRS failure.
7. Network : GSM/GPRS
8. The IOT device should be able to generate SOS alarm if any tampering is done after its commissioning.
Design & Develop of SaaS / Application (Web Based / Mobile Based)

Web Application Overview & Components
- Dashboard
  - Shall be able to show current live working status of bore-wells and distribution network for Selected District
  - Alert & Notification
  - Grid View of all / Selected IOT device and liability details.(Person / Contact Detail)
  - Hosted on cloud
- GIS Mapping
  - Location of every pump station and pipeline/distribution network Map of a water supply scheme with its Status and detail of for the selected scheme on map.
- Reports
  - Working Hours Report (Daily / Weekly / Monthly)
  - Over Utilization
  - Un Scheduled Operation
  - Required Vs Actual usage
  - Electricity Failure Report
  - Exception reports
  - Analytics report

Scheduler
- GUI to schedule the operational Hours & Time of a pump station.

User Level Access
- District Wise (Only respective District can be viewed)
- State Wise (All District in login)

Mobile Application
- District Level View Only
- Live Working / Non Working Status
- Non Working

Besides, agency has to ensure that the IOT devices supplied and application developed to support the devices should be capable to send data through Application Programme Interface(API)web services to another server which may be deployed by the department for integration of all vendors reports at the state level.

In case server is not available with the department, vender need to submit back up data at the interval decided by the department.

Installation
- The agency shall be liable and responsible to install the IOT Device on commissioned water supply schemes on a stipulated time. All the basic pre-requisite of installation shall be the responsibility of District PHED Department.
- The agency shall supply adequate quantity of IOT devices for installation as per order and the required IOT device’s stock.
Monitoring & Technical Support Centre

- The agency has to provide Technical Training to operate the Software Application to PHED officials at district level.
- The monitoring infrastructure i.e. TV Screen (55’ for control room at HQ and 42’ for each P.H. Division level) / Computer System and supporting accessories/Internet connection at Control center shall be provided by the Agency, successful bidder will be required to deploy adequate technical staff for coordinating with department officials in trainings, generating exception reports and handling help desk.

Maintenance

- The agency has to maintain the IOT devices for the whole agreed tenure. The successful bidder shall repair/replace/service the faulty or non-working device within 72 hrs after receiving the fault report on any installed device. Exceptions on reasonable ground may be considered.
- Agency shall provide a comprehensive 5 years of warranty from the date of supply of the IOT Device & Hardware.
- The comprehensive warranty will be for all types of faults except replacement/damage of device due to intentional tampering, theft or heavy voltage fluctuations.
- Agency shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered in the RFP.
- Agency must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
- During the warranty period Selected Bidder shall maintain the systems and repair/replace at no charge and all defective components that are brought to the Selected Bidder's notice.
- Agency shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- configuration is not available, the replacement shall conform to open standards and shall be of a higher configuration.
- The Agency need to submit the authorized service center name, address, contact person name and contact number for the items supplied.

Change Management- In case of replacement of manpower in a district or state need to be reported to the department at least one month in advance.

Technical Specification of IOT Device

<table>
<thead>
<tr>
<th>Operation Voltage</th>
<th>220-440 Volt AC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humidity</td>
<td>20% - 80%</td>
</tr>
<tr>
<td>GSM Frequencies</td>
<td>850/900/1800/1900 MHz</td>
</tr>
<tr>
<td>GPRS</td>
<td>Class 12</td>
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<tr>
<td>GPS Sensitivity</td>
<td>-159dBm</td>
</tr>
<tr>
<td>Acquisition Sensitivity</td>
<td>-144dBm</td>
</tr>
<tr>
<td>Position Accuracy</td>
<td>10m</td>
</tr>
<tr>
<td>TTFF (Open Sky)</td>
<td>Cold Start: &lt; 38s</td>
</tr>
<tr>
<td></td>
<td>GSM/GPS Antenna</td>
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<tr>
<td>S.No.</td>
<td>SLA</td>
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<tr>
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<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Faulty device to be replaced/repaired within 72 hrs. of intimation to help desk.</td>
</tr>
<tr>
<td>2</td>
<td>Application downtime more than 10 hours in a month.</td>
</tr>
<tr>
<td>3</td>
<td>Failure of report generation and submission on daily basis.</td>
</tr>
</tbody>
</table>
Section 5: Pre-qualification and Technical Proposal - Standard Forms

The Pre-Qualification Proposal comprises processing fee and bid security as prescribed in this RFP document.

Form 5/PQ: Format of Bank Guarantee for Bid Security (If applicable)

The Technical Proposal shall comprise of an Executive Summary plus the relevant forms as instructed under the terms of this RFP document.

Executive Summary: This section shall be limited to 10 single sided pages (5 sheets double sided printing, excluding cover and back page if stand-alone document), minimum 11 font size, A4 paper size, inclusive of graphics. This section should present an overall summary of the key elements of the Technical Proposal including specific experience of the Applicant, proposed technical approach & methodology, work plan.

Form 5A: Technical Proposal Submission Form
Form 5B: Format for Average Annual Turnover of Applicant
Form 5C: Format for Power of Attorney for Authorised representative
Form 5D: Bidders Experience
Form 5E: Description of Approach, Methodology and Work Plan for Performing the Assignment
Form 5/PQ:
BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

WHEREAS, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated [date] for the project of [name of Contract hereinafter called “the Bid”].

KNOW ALL PEOPLE by these presents that We [name of Bank] of [name of country] having our registered office at [address] (hereinafter called “the Bank”) are bound unto [name of Authority] (hereinafter called “the Authority”) in the sum of *[amount]* for which payment well and truly to be made to the said Authority by the Bank itself, his successors and assigns by these presents.

Sealed with the Common seal of the said Bank this ______ day of ______ 20____

THE CONDITIONS of the obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Authority during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required or

(b) fails or refuses to furnish the Performance Security in accordance with the Instruction to Bidders or

(c) does not accept the corrections of the Bid Price pursuant to Concerned Clause

We undertake to pay to the Authority up to the above amount upon receipt of his first written demand, without the Authority having to substantiate his demand, provided that in his demand the Authority will note that the amount claimed by him as due to him owing to the occurrence of one or any of the three conditions, (specifying the occurred condition or conditions). This Guarantee will remain in force up to and including the date **[date]** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Authority, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE________________ WITNESS________________ SIGNATURE________________ SEAL________________

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Concerned Clause of the Instructions to Bidders.

** Valid up to 225 days after the last date of receipt of RFP. Date should be inserted by the Authority before the Bidding documents are issued.
Form 5A:
Technical Proposal Submission Form

[Location, Date]

To

Engineer-in-Chief-cum-Special Secretary,
Public Health Engineering Department, GoB,
Vishwasaraiya Bhawan Campus, Bailey Road, Patna – 800015.
Tel: 0612 - 2546368, Fax: 0612 – 2545586
E-mail: encephed.patna@gmail.com

RFP dated [insert date and month], 2019, for selection of agency for Supply, Installation & Maintenance of IOT Enabled Solution for Monitoring Functionality of Drinking Water Supply Schemes spread across the State and running under Public Health & Engineering Department - Govt. of Bihar.

Dear Sir/ Madam,

With reference to your RFP Document dated .........., we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for Supply, Installation & Maintenance of IOT Enabled Solution for Monitoring Functionality of Drinking Water Supply Schemes spread across the State and running under Public Health & Engineering Department - Govt. of Bihar ("Bidder"). The Proposal is unconditional and unqualified.

We are submitting our Proposal as sole applicant.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFP.

We understand you are not bound to accept any Proposal you receive. Further:
1. We acknowledge that Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Bidder for the aforesaid Project.
3. We shall make available to Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

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5. We certify that in the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Authority nor have had any contract terminated by any public Authority for breach on our part.

6. We declare that:
   a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
   b. We do not have any conflict of interest in accordance with the terms of the RFP;
   c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State; and
   d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders.

8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory Authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any State government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

10. We further certify that no investigation by a regulatory Authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority in connection with the selection of Bidder or in connection with the selection process itself in respect of the above mentioned Project.

12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the work is not awarded to us or our proposal is not opened or rejected.

13. In the event of our being selected as the Bidder, we agree to enter into an Contract.

14. In accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

17. We agree and undertake to abide by all the terms and conditions of the RFP document.

18. We acknowledge that Authority in the capacity of The Authority invites proposals from prospective Bidders to participate in bidding.

We remain,

Yours sincerely,

[Authorized Signature][In full and initials]:
Name and Title of Signatory:
Name of Firm: Address:
(Name and seal of the Applicant/Member in Charge/Lead Member)
**Form 5B:**
Format for Average Annual Turnover of Applicant

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Financial Year</th>
<th>Annual Turnover of Applicant (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2018-19</td>
<td></td>
</tr>
</tbody>
</table>

**Average Annual Turnover**

(indicate sum of the above figures divided by 3)

**Certificate from the Statutory Auditor**

This is to certify that ........... ........ [Name of the Firm] [Registered Address] has received the payments shown above against the respective years.

Name of the Authorised signatory,
Designation:
Name of Firm

Signature of the Statutory Auditor

Seal of the Firm

..........................................................................................................................

**Note:**

1. In case the Bidder does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant, the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.
Form 5C:
Format of Power of Attorney for Authorised Representative

Know all men by these presents, We, ...........................(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms........................son/ daughter/wife................... and presently residing at............... who is presently employed with................../ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal Supply, Installation and Maintenance of IOT Enabled Solution for Monitoring the Functionality of Drinking Water Supply Schemes spread across the State and running under Public Health & Engineering Department-Govt. of Bihar (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .... ...... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY OF.......... ......, 20**
For ...

(Signature, name, designation and address)

Witnesses:
1.
2.
Accepted

(Signature, name, designation and address of the Attorney)

Notes:
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
**Form 5D:**

**Applicant's Experience**

[Using the format below, provide information on each assignment for which your firm, carrying out consulting services similar to the ones requested under this assignment.]

Authority certificates/Work Order/Certificate from the Statutory Auditor should be enclosed as supporting documents for each project. Exhibit only those projects undertaken in the last five (5) years. Projects without the proof of experience from respective authority/Statutory Auditor will not be considered.

<table>
<thead>
<tr>
<th>Assignment Name and Bidders for Committee:</th>
<th>Contract (in INR in Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Duration of assignment (months):</td>
</tr>
<tr>
<td>Location within country</td>
<td>No: of professional staff- months provided by associated Bidders:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Name of senior professional staff of your firm:</td>
</tr>
<tr>
<td>Completion Date (Month/Year):</td>
<td>involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</td>
</tr>
<tr>
<td>Name of Lead Partner:</td>
<td></td>
</tr>
<tr>
<td>Name of Associated Bidders, If any:</td>
<td></td>
</tr>
</tbody>
</table>

**Narrative Description of Project:** (highlight project capital cost in the narration)

**Firm's Name:**

**Authorized Signature:**
Form 5E:
Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. The Bidder will present its Technical Proposal (items a, b and c below) in no more than 40 single sided or 20 double-sided printed sheets.

a) Technical Approach and Methodology,

b) Work Plan

a. Technical Approach and Methodology/Solution components- In this section the Bidder should explain the understanding of the assignment, approach to the services and methodology for carrying out the activities to accomplish the TOR requirements. The Bidder should highlight any challenges anticipated in delivering a programme of this nature and discuss proposed approaches to overcome the challenges and meet the requirements of the assignment.

b. Work Plan. In this section the Bidder should describe the overall work plan for the activities of the assignment and a detailed work plan for various phases of assignment. The work plan must demonstrate understanding of the scope of work and ability to translate the scope into a feasible working plan. The work plan must show.
### Section 6: Financial Proposal - Standard Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form 6A</td>
<td>Financial Proposal Submission Form</td>
</tr>
<tr>
<td>Form 6B</td>
<td>Financial bid form</td>
</tr>
</tbody>
</table>
Form 6A:
Financial Proposal Submission Form

[Location, Date]

To:

[Name and address of Authority]

Dear Sirs:

We, the undersigned, offer to provide the IOT enabled solution for [Insert title of assignment] in accordance with your RFP dated [Insert Date] and our Proposal. Our attached Financial Proposal is _______ [Insert amount in words and figures]. This amount is inclusive of the all applicable taxes including GST.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e.[date].

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]:- ------------------------

Name and Title of Signatory: -----------------------------------------

Name of Firm: --------------------------------------------------------

Address:---------------------------------------------------------------
# Form 6B: Financial Bid Form

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Quantity (may increase or decrease)</th>
<th>Unit</th>
<th>Unit Price inclusive of All applicable Taxes including GST</th>
<th>Total Cost (In words and figure)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SECTION A: EXECUTION PART</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Supply, installation and commissioning of IOT enabled sensors for real time monitoring of the functionality of drinking water supply schemes and GIS mapping of source with distribution network for display on dashboard for ward-level water supply schemes.</td>
<td>50000</td>
<td>No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Supply, installation and commissioning of IOT enabled sensors for real time monitoring of the functionality of drinking water supply schemes and end point adequate pressure availability and GIS mapping of source with distribution network for display on dashboard for multi-ward water supply schemes such as PWS and SVS.</td>
<td>1500</td>
<td>No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Design, Develop and installation of SaaS / Application (Web Based / Mobile Based) with Dashboard to show current live status and alert features and prepare reports as per requirements of the department.</td>
<td>1</td>
<td>No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Supply, installation and commissioning of control room at HQ level with adequate hardware (55' TV, computer system) and manpower (adequate technical staff with one project manager).</td>
<td>1</td>
<td>No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Supply, installation and commissioning of display centre at P.H Division level with adequate hardware (32' TV).</td>
<td>42</td>
<td>No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total (SECTION A)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **SECTION B: OPERATION AND MAINTENANCE PART**                                                                   |                                     |       |                                                            |                                  |
| 1     | Annual Maintenance Charges including data charge, server/cloud charge, warranty replacement, support manpower and logistic cost, report submission, data back-up and restoration (If any) etc. | 60                                  | Months |                                                            |                                  |

**Grand Total (SECTION A + SECTION B)**
Note: (i) The unit price shall be inclusive of freight/transportation charge, pre-installation/post-installation visit charge, installation charge and mechanical enclosure cost to protect the device from rain and dust etc.

(ii) The bidders have to quote their price in financial bid in two sections namely Section A: Execution part and Section B: Operation and Maintenance part.

The bidders shall not quote less than 35% of the quoted price of Execution part (Section A) for the operation and maintenance part (Section B), otherwise their bids will be treated as invalid.

Authorized Signature [In full and initials]:- 

Name and Title of Signatory: 

Name of Firm: 

Address: 

Section 7: Standard Form of Contract and Performance Guarantee

CONTRACT FOR SUPPLY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF IOT ENABLED SOLUTION WITH SENSORS AND IOT CONTROL UNIT FOR REAL TIME MONITORING OF THE FUNCTIONALITY OF DRINKING WATER SUPPLY SCHEMES ON DASHBOARD INCLUDING REPORTING AND ALERT FEATURES AND 5 YEARS OPERATION AND MAINTENANCE UNDER MUKHYAMANTRI GRAMIN PEYJAL NISCHAY YOJNA ACROSS THE STATE UNDER PUBLIC HEALTH ENGINEERING DEPARTMENT – GOVT. OF BIHAR

Between

[Name of Authority]

and

[Name of Bidders]

Dated __________________
Agreement

This agreement, made the ______________________ day of ______________________

between ______________________ (name and address of Authority) [hereinafter called "the (name and address of Agency) hereinafter called "the Agency" of the other part.]

Whereas the Authority is desirous that the Agency execute ______________________

(Name and identification number of Contract) (Hereinafter called "the Works") and the Authority has accepted the Bid by the Agency for the execution and completion of such works and the remedying of any defects therein, at a cost of (contract value)

Rs. ______________________

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to from and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Authority to the Agency as hereinafter mentioned, the Agency hereby covenants with the Authority to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contract.

3. The Authority hereby covenants to pay the Agency in consideration of the Execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.

   (i) Letter of Acceptance
   (ii) Notice to proceed with the works
   (iii) Agency’s Bid
   (iv) General Condition of Contract
   (v) Data Sheet
   (vi) Bill of Quantities and
   (vii) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written

__________________________

55
The Common Seal of

_________________________ was hereunto

affixed in the presence of:

Signed, Sealed and Delivered by the said

_________________________

in the presence of:

Binding Signature of Authority

_________________________

Binding Signature of Agency
PERFORMANCE GUARANTEE

To

__________________________________________

__________________________________________

__________________________________________

WHEREAS ____________________________________________ [name and address of Agency] (hereafter called the Agency”) has undertaken, in pursuance of Contract No. ____________________________________________ dated ____________________________________________ to execute ____________________________________________ [name of Contract and brief description of Works] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee:

NOW THEREFORE we have hereby affirmed that we are the Guarantor and responsible to you on behalf of the Agency, up to a total of ____________________________________________ [amount of guarantee]* (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ____________________________________________ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presentation us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor

Name of Bank

Address

Date

__________________________________________

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in India Rupees.