

**GOVERNMENT OF BIHAR  
WATER RESOURCES DEPARTMENT**



**BIDDING DOCUMENT**

**for**

**Procurement of Services for Comprehensive Annual  
Operation and Maintenance Contract of Real Time Data  
Acquisition System (RTDAS) for the Kosi & Bagmati-  
Adhwara Basins in Bihar, India**

**Office of Joint Director  
Flood Management Improvement Support Centre  
2nd Floor, Block-A, Jal Sansadhan Bhawan, Anisabad, Patna - 800002  
Email Address: [fmiscbihar@gmail.com](mailto:fmiscbihar@gmail.com)  
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**NATIONAL COMPETITIVE BIDDING  
SHORT NOTICE INVITING QUOTATION**

(Through e-procurement mode only, website: <https://eproc2.bihar.gov.in>)

NIQ NO.: 11/2026-27/15/2026,

Dated-10/06/2026

1	NAME OF WORK	:	Procurement of Services for Comprehensive Annual Operation and Maintenance Contract of Real Time Data Acquisition System (RTDAS) for the Kosi & Bagmati-Adhwara Basins in Bihar, India
	Period of Service	:	36 Months
	PERIOD OF ONLINE AVAILABILITY OF BIDDING DOCUMENT <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>	:	From: - Date: 19/06/2026, Time 14:00 Hrs. To: - Date: 03/07/2026, Time 15:30 Hrs.
	TIME & DATE OF PRE-BID CONFERENCE	:	Date: 24 /06/2026, Time 15:00 Hrs. Venue – Conference Hall, Flood Management Improvement Support Centre, 2 <sup>nd</sup> Floor, Block-A, Jal Sansadhan Bhawan, Anisabad, Patna - 800002 Email Address: <a href="mailto:fmiscbihar@gmail.com">fmiscbihar@gmail.com</a> Phone No. 0612 - 2256999
	LAST DATE AND TIME FOR ONLINE SUBMISSION OF BIDS	:	Date: 03/07/2026, Time 15:30 Hrs.
	DATE AND TIME OF OPENING OF TECHNICAL BIDS	:	Date: 03/07/2026, Time 16:00 Hrs. (only on <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
	TIME AND DATE OF OPENING OF FINANCIAL BIDS	:	Date will be announced after the finalization of technical bid.
	PERIOD OF BID VALIDITY	:	120 days from the deadline date for submission of bids
	Bid Security	:	Rs. 2,39,000/-(Two Lakh Thirty Nine Thousand)
	Cost of Document (in ₹)	:	10,000.00
	OFFICER INVITING BIDS	:	Joint Director, Flood Management Improvement Support Centre, 2 <sup>nd</sup> Floor, Block-A, Jal Sansadhan Bhawan, Anisabad, Patna - 800002 Email Address: <a href="mailto:fmiscbihar@gmail.com">fmiscbihar@gmail.com</a> Phone No. 0612 - 2256999

2.	Bidding will be conducted through National Competitive Bidding procedures. Any contractor registered with the Central Government/ any State Government/ any PSU, or an agency of National repute may participate in the Bid. However, registration with the Water Resources Department, Government of Bihar, is required before the signing of contract. Bidders are advised to note the clauses on eligibility (Section I - ITB Clause 3 & 4) and minimum Evaluation & Qualification Criteria (Section III - Evaluation & Qualification Criteria) to qualify for the contract award.
3.	Joint Director, Flood Management Improvement Support Centre, Patna, invites the <b>Procurement of Services for Comprehensive Annual Operation &amp; Maintenance of the RTDAS for the Kosi &amp; Bagmati - Adhwara Basins in Bihar, India</b> in an electronic tendering system for prospective bidders under a two-bid system.
4.	Bidding documents are available online at <a href="https://eproc2.bihar.gov.in/from_19/06/2026_to_03/07/2026">https://eproc2.bihar.gov.in/from_19/06/2026_to_03/07/2026</a> . Bids will be accepted in online mode only. While participating in the e-tender process, the Bidder shall have to get themselves registered to get a user id, password, and digital signature. This will enable them to access the website mentioned above for downloading/ participating in the e-tender process.
5.	Downloadable e-tender documents can only be uploaded on this website after properly filled out, including copies of payment certificates and other documentation. Any addendum/corrigendum available on the website must be downloaded and included, and the bidder is responsible for ensuring to do so. Before uploading, the bidder must provide each scanned document's serial number to quickly locate the desired document in the serial number/page number. All files must be uploaded in ZIP, JPEG, PDF, or Microsoft Office (compatibility mode) formats. No claims will be considered if uploaded papers cannot download or open. The bidder must be completely satisfied with the download capability and visibility of scanned/uploaded documents. Furthermore, no claim will be heard if the bidders' internet service is disrupted. Bidders are encouraged to submit their bids well in advance to minimise last-minute technical difficulties.
6.	The cost of the Bid Document (Non-refundable) should be paid through Demand Draft drawn in favour of <b>Joint Director, Flood Management Improvement Support Centre, Patna, Payable at Patna.</b>
7.	<b>Submission of Original Documents:</b> The bidders are required to separately submit (i) original payment documents towards the cost of bid document; (ii) original bid security; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office of Joint Director, Flood Management Improvement Support Centre, Patna payable at Patna, before the Bid submission deadline.
8.	Bid security in the forms specified above or in the bidding document shall have to be valid for 45 days beyond the validity of the bid. Any bid or modifications to the bid (including discount) received outside the e-procurement system will not be considered.
9.	A pre-bid meeting will be held on 24/06/2026, Time 15:00 Hrs., Venue - Conference Hall, Flood Management Improvement Support Centre, 2 <sup>nd</sup> Floor, Block-A, Jal Sansadhan Bhawan, Anisabad, Patna - 800002 to clarify the issues and to answer - questions on any matter that may be raised at that stage as stated in ITB Clause 6.4 of 'Instructions to Bidders' of the bidding document. Bidders are advised to download the bidding documents before the pre-bid to understand the scope of work under this contract for discussion and clarification.
10.	The bidder must be satisfied with the conditions and scenarios at the service performance/delivery location, the available resources, and related equipment, software, and others, i.e., conduct a physical survey of the service performance/delivery location. No claims will be entertained after the bid has been uploaded.
11.	Conditional tenders are not acceptable. The rate must be quoted inclusive of all taxes.
12.	Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. The bidders are responsible for verifying the website for the latest information related to the tender/ bid.
13.	The Financial Part of the bid- of the bidders who are technically qualified/responsive will be opened through the e-procurement portal on a date to be notified later.

14.	Bids along with necessary enclosures must be uploaded to the web site <a href="http://eproc2.bihar.gov.in">http:// eproc2.bihar.gov.in</a> and first cover of the bids will be opened at the specified venue on the stipulated date and time, in the presence of the bidders or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
15.	For any clarification regarding the e-tendering process, Contact: e-tender Cell, Computer Cell, 2 <sup>nd</sup> Floor, Sinchai Bhawan, Patna, Tel. No. 0612-2235241 or Help Desk, M/22, Road No. 25, 1 <sup>st</sup> Floor, bank of India Building, Sri Krishna Nagar, Patna, Tel. No. 0612-2523006, +91-752028164. For any other clarification related to Bid, Contact: Deputy Director -1, Flood Management Improvement Support Centre, 2 <sup>nd</sup> Floor, Block-A, Jal Sansadhan Bhawan, Anisabad, Patna – 800002, Email Address: <a href="mailto:fmiscbihar@gmail.com">fmiscbihar@gmail.com</a> , Phone No. 0612 - 2256999
16.	For more information, bidders can visit the website: <a href="https://eproc2.bihar.gov.in/">https://eproc2.bihar.gov.in/</a> <a href="https://fmiscwrdbihar.gov.in/fmis">https://fmiscwrdbihar.gov.in/fmis</a> & <a href="https://wrd.bihar.gov.in/">https://wrd.bihar.gov.in/</a>

Joint Director,  
Flood Management Improvement Support Centre, Patna



## **PART 1 – BIDDING PROCEDURES**

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**SECTION I. INSTRUCTIONS TO BIDDERS****A. General****1. Scope of Bid**

- 1.1. In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of Services as specified in Section V Terms of Reference (ToR). The name, identification, and number of lots (contracts) of this National Competitive Bidding (NCB) process are **specified in the BDS**.
- 1.2. Throughout these Bidding Documents:
  - 1.2.1. The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic- procurement system used by the Employer) with proof of receipt.
  - 1.2.2. Except where the context requires otherwise, words indicating the singular also include the plural, and words indicating the plural also include the singular;
  - 1.2.3. “day” means calendar day;
  - 1.2.4. “Employer/Client” means the implementing agency that signs the Contract for the Services with the selected Service Provider.
  - 1.2.5. “Bidder” means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract. “Service Provider” & “Contractor” have the same meaning & may be used interchangeably.
  - 1.2.6. “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in Contract Agreement.

1.2.7. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

1.2.8.

“Terms of Reference (TORs)/ Service Requirements” (Section V) of the Bid Document) means the document that explains the objectives, scope of service, activities, and tasks to be performed, respective responsibilities of the Employer/Client and the Service Provider, and deliverables of the assignment/Service.

1.2.9. “Service Personnel” is as defined by General Conditions of Contract; and

1.2.10. “Employer’s Personnel” is as defined in the General Conditions of Contract.

## **2. Corrupt and Fraudulent Practices**

2.1. The Employer requires compliance with its policy regarding corrupt and fraudulent practices as set forth by the Government of India.

2.2. In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or supplier to permit the Employer to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed.

## **3. Eligible Bidders**

3.1. A Bidder may be a private entity, a government-owned entity (subject to ITB 3.4), or any combination of such entities under an existing agreement or with the desire to enter into such an agreement supported

by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

3.2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process if the Bidder:

3.2.1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or

3.2.2. receives or has received any direct or indirect subsidy from another Bidder; or

3.2.3. has the same legal representative as another Bidder; or

3.2.4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder or influence the decisions of the Employer regarding this bidding process; or

3.2.5. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will disqualify all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

3.2.6. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works/services that are the subject of the bid; or

- 3.2.7. any of its affiliates have been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or
  - 3.2.8. would be providing goods, works, consultancy, or non-consulting services resulting from or directly related to concerned services in this assignment for the preparation or implementation of the project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - 3.2.9. Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from a such relationship has been resolved in a manner acceptable to the Employer throughout the procurement process and execution of the contract.
- 3.3. A Bidder must have the nationality of India. Any contractor registered with the Central Government/ any State Government/ any PSU, or an agency of National repute may participate in the Bid. However, registration with the Water Resources Department, Government of Bihar, will be essential before the signing of Contract. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract, including related Services.

- 3.4. Bidders that are Government-owned enterprises or institutions may participate only; if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer.
  - 3.5. This bidding is open only to prequalified Bidders unless specified in the BDS.
  - 3.6. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer as the Employer shall reasonably request.
  - 3.7. A firm under a sanction of debarment by the employer from being awarded a contract is not eligible to participate in this procurement.
- 4. Qualification of the Bidder**
- 4.1. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
  - 4.2. All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed service activities and schedule, including methodology, and others as necessary.

## **B. Contents of Bidding Documents**

- 5. Sections of Bidding Documents**
- 5.1. The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 7.

### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

### **PART 2 Service Requirements**

- Section V. Terms of Reference

### **PART 3 Conditions of Contract and Contract Forms**

- Section VI. General Conditions of Contract (GCC)

- Section VII. Special Conditions of Contract (PCC)
- Section VIII. Contract Forms

5.2. The Invitation for Bids issued by the Employer is not part of the Bidding Documents.

5.3. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 7. In case of any contradiction, documents obtained directly from the Employer shall prevail.

5.4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

**6. Clarification of  
Bidding  
Documents,  
Site Visit, Pre-  
Bid Meeting**

6.1. A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 6.4. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry without identifying its source. If so, specified in the BDS, the Employer shall also promptly publish its response on the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 7 and ITB 21.2.

6.2. The Bidder is advised to visit and examine the Site of Services and its surroundings and obtain for itself on

its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the services. The costs of visiting the Site shall be at the Bidder's own expense.

- 6.3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 6.4. If so, as specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.5. The Bidder is requested to submit any questions in writing to reach the Employer before or during the day of pre bid meeting.
- 6.6. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 5.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 7 and not through the minutes of the pre-bid meeting.
- 6.7. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.



- 7. Amendment of Bidding Documents**
- 7.1. At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 7.2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 5.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 6.1.
- 7.3. To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for the submission of bids, pursuant to ITB 21.2

### **C. Preparation of Bids**

- 8. Cost of Bidding**
- 8.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid**
- 9.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 10. Documents Comprising the Bid**
- 10.1. The Bid shall comprise the following:  
Technical Part -

- 10.1.1. Letter of Bid (technical) and Appendix to Bid, in accordance with ITB 11;
- 10.1.2. Complete Schedules in accordance with ITB 11, and ITB 12;
- 10.1.3. Bid Security or Bid-Securing Declaration, in accordance with ITB 18;
- 10.1.4. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 19.2;
- 10.1.5. Qualifications: documentary evidence in accordance with ITB 4 & ITB 16 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- 10.1.6. Bidder's Eligibility: documentary evidence in accordance with ITB 16 establishing the Bidder's eligibility to Bid;
- 10.1.7. Conformity: documentary evidence in accordance with ITB 15 that the Services conform to the bidding document; and
- 10.1.8. any other document required in the BDS.

Financial Part –

- 10.1.9. Letter of Bid (Financial) and Appendix to Bid, in accordance with ITB 11, ITB 12, ITB 13 & ITB 14 ;
  - 10.1.10. Bill of Quantities (BOQ)/ Priced Activity Schedule completed online in accordance with ITB 11, ITB 12, ITB 13 & ITB 14;
  - 10.1.11. any other document required in the BDS.
- 10.2. The technical part shall not include any information related to the bid price; in case financial information related to the bid price is contained in the technical part, the bid shall be declared non-responsive and will be rejected.

- 10.3. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 10.4. The Bidder shall furnish in the Letter of Bid (financial) information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**11. Letter of Bid  
and Schedules**

- 11.1. The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. All blank spaces shall be filled in with the information requested. The rest required documents should be submitted as required in Bid Document in the standard format.
- 11.2. The entire bid, including the letter of Bid and filled-up Bill of Quantity, shall be submitted online on the e-procurement system specified in ITB 7.1. Details and the online submission process of the bid and relevant documents are given on the above mentioned website. Scanned copies of documents listed in ITB 10 and 11.3 should also be uploaded on this website.
- 11.3. Submission of Original Documents: The bidders are required to separately submit (i) original payment documents towards the cost of bid document; (ii) original bid security; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the Bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted. These original documents shall be sealed in an envelope(s) that (a) shall bear the name and address of the Bidder; (b) shall be addressed to the Employer; and (c) shall

bear the specific identification of this bidding process as indicated in BDS 1.1. The Documents are required to be submitted before the Bid submission deadline.

**12. Alternative Bids**

12.1. **Alternative bids shall not be considered.**

**13. Bid Prices and Discounts**

13.1. The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and the Priced Activity/Bill of Quantity (BOQ) Schedule shall conform to the requirements specified below.

13.2. All lots (contracts) and items must be listed and priced separately in the Priced Activity/Bill of Quantity (BOQ) Schedule.

13.3. The Contract shall be for the Services, as described in the Service Requirements/ Terms of Reference, based on the Priced Activity/Bill of Quantity (BOQ) Schedule submitted by the Bidder.

13.4. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 11.1.

13.5. Unless otherwise specified in the BDS and the Conditions of Contract, the rates and prices quoted by the Bidder shall be fixed.

13.6. The Bidder shall fill in rates and prices for all items of the Services described in the 'Service Requirements/ Terms of Reference' and listed in the Priced Activity/Bill of Quantity (BOQ) Schedule

13.7. in section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

13.8. The quote shall be prepared using the Standard Forms provided in Section IV.

13.9. All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other

cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.

- 13.10. If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

**14. Currencies of Bid and Payment**

- 14.1. The currency of the bid is Indian Rupee (INR, ₹) only.

**15. Documents Establishing Conformity of Services**

- 15.1. To establish the conformity of the Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Services provided conform to the technical specifications and standards specified in Section V.

- 15.2. Standards for the provision of the Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V.

**16. Documents Establishing the Qualifications of the Bidder**

- 16.1. To establish Bidder's eligibility in accordance with ITB 3, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

- 16.2. The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

- 16.3. All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed

methodology, activity plan, schedule and others as required.

**17. Period of  
Validity of Bids**

- 17.1. Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Employer in accordance with ITB 7. A bid that is not valid until the date specified in the BDS, or any extended date if amended by the Employer in accordance with ITB 7, shall be rejected by the Employer as non-responsive.
- 17.2. In exceptional circumstances, prior to the date of expiration of the bid validity, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid Security is requested in accordance with ITB 18, it shall also be extended for forty-five (45) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 17.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the bid validity specified in accordance with ITB 17.1, the Contract price shall be determined as follows:
  - 17.3.1. In the case of fixed-price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS.
  - 17.3.2. In the case of adjustable price contracts, no adjustment shall be made.
  - 17.3.3. In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

**18. Bid Security**

- 18.1. The Bidder shall furnish, as part of its bid, either a Bid-Securing Declaration or bid security as specified in the BDS, in original form, and in the case of bid security, the amount and currency **specified in the BDS**.
- 18.2. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 18.3. If a bid security is specified pursuant to ITB 18.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option: Unconditional Bank Guarantee (BG) issued from any Scheduled/Nationalized bank or another security specified in the BDS from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the State, the issuing financial institution shall have a correspondent financial institution located in the State to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for forty-five (45) days beyond the original validity period of the bid or beyond any period of extension if requested under ITB 17.2.
- 18.4. If a bid security or Bid Securing Declaration is specified pursuant to ITB 18.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 18.5. If bid security is specified pursuant to ITB 18.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security and if required in the BDS pursuant to ITB 40.
- 18.6. The bid security may be forfeited:
  - 18.6.1. If a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
  - 18.6.2.** If the successful Bidder fails to:

- (i) Sign the Contract in accordance with ITB 39; or
- (ii) furnish performance security in accordance with ITB 40.

18.7. The bid security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 3.1 and ITB 10.3.

**19. Format and  
Signing of Bid**

19.1. The Bidder shall prepare the Bid as per the details given in ITB 18.

19.2. The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be uploaded along with the Bid.

19.3. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members, as evidenced by a power of attorney signed by their legally authorized representatives.

19.4. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.

19.5. The Bidder shall furnish information as described in the letter of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

**D. Submission and Opening of Bids**

**20. Preparation of  
Bids**

20.1. The bidding under this contract is electronic bid submission at <https://eproc2.bihar.gov.in/>. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for bids is published on this website, including the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/ registration on the website and should have a valid Digital Signature



Certificate (DSC) in the form of a smart card/ e-token. The DSC can be obtained from any authorized certifying agencies. The bidder should register on the website using the relevant option available. Then, the digital signature registration has to be done the e-token after logging into the site. After this, the bidder can login to the site through the secured login by entering the password of the e-token& the user id/ password chosen during registration. After getting the bid schedules, the bidder should go through them carefully and then submit the documents as specified in BDS; otherwise, the bid will be rejected.

20.2. The completed bid, comprising of documents indicated in ITB10, should be uploaded on the website mentioned above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of bid security.

20.3. All the documents are required to be signed digitally by the bidder. After the electronic online bid submission, the system generates a unique bid identification number which is time-stamped as per server time. This shall be treated as an acknowledgement of bid submission.

**21. Deadline for Submission of Bids**

21.1. The electronic bidding system would not allow any late submission of bids after the due date & time as per server time.

21.2. The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**22. Late Bids**

22.1. The electronic bidding system would not allow any late submission of bids after the due date & time as per server time.

**23. Withdrawal, Substitution,**

23.1. Bidders may modify their bids by uploading their request for modification before the deadline for

**and  
Modification of  
Bids**

submission of bids. For this, the bidder need not make any additional payment towards the cost of the bid document. For bid modification and consequential resubmission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/ withdrawal by other means will not be accepted. In an online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw their bid by uploading their request before the deadline for submission of bids; however, if the bid is withdrawn, the re-submission of the bid is not allowed.

- 23.2. Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders.
- 23.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 18.6.

**24. Bid Opening**

- 24.1. The Employer shall publicly open the bids as per electronic bid opening procedures and read out all bids received by the deadline at the date, time and place specified in BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Specific electronic bid opening procedures shall be specified in the BDS. Bidders' can also view the bid opening by logging on to the e-procurement system.
- 24.2. The withdrawn bids will not be available in the system, therefore, will not be read. Also, all the modifications made in the bid before final submission are made on the same bid, and the system maintains only the last modified version of the bid as the only bid to open and read out.
- 24.3. All technical shall be opened in the e-procurement portal, reading out: the name of the bidder, the bid

price, items (contract) if applicable, including any discounts, and the presence or absence of a bid security, including tender/Bid fee and any other details as stipulated in the bid document. The technical bid and financial bid are to be initiated by representatives of the purchaser who choose to attend the bid opening in the manner specified in the BDS. During the opening process, the employer shall neither discuss the merits of any bid nor reject any bid. (The financial bid of only those bidders who qualify in technical evaluation shall be opened).

- 24.4. The electronic summary of the opening will be generated and kept online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Any complaint shall be dealt with in accordance with the complaint handling protocol of the employer.

#### **E. Evaluation and Comparison of Bids**

- 25. Confidentiality**
- 25.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 38.
- 25.2. Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 25.3. Notwithstanding ITB 25.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 26. Clarification of Bids**
- 26.1. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the

Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 28.

- 26.2. If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

**27. Deviations,  
Reservations,  
and Omissions**

- 27.1. During the evaluation of bids, the following definitions apply:

27.1.1. "Deviation" is a departure from the requirements specified in the Bidding Documents;

27.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

27.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**28. Determination  
of  
Responsiveness**

- 28.1. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 10.

- 28.2. A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

28.2.1. if accepted, would:

- (i) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- (ii) limit in any substantial way in consistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or

28.2.2. if rectified, it would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

28.3. The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 15, Technical Proposal, in particular, to confirm that all requirements of Section V have been met without any deviation, reservation or omission.

28.4. If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer. It may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**29. Nonmaterial  
Nonconformities**

29.1. Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

29.2. Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation within a reasonable period of time to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3. Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

**30. Correction of  
Arithmetical  
Errors**

30.1. Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

30.1.1. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit Price by the quantity, the unit Price shall prevail, and the line item total shall be corrected unless, in the opinion of the Employer, there is an obvious misplacement of the decimal point in the unitprice, in which case the line item total as quoted shall govern and the unit Price shall be corrected;

30.1.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

30.1.3. if there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.2. Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Bid.

**31. Margin of  
Preference**

31.1. A margin of preference shall not apply.

**32. Evaluation of  
Bids**

32.1. The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- 32.1.1. price adjustment for correction of arithmetic errors;
  - 32.1.2. price adjustment due to discounts offered;
  - 32.1.3. price adjustment due to quantifiable non material non conformities, if required;
  - 32.1.4. excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daily work, when requested in the Specifications (or Terms of Reference); and
  - 32.1.5. the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 32.2. The estimated effect of the price adjustment provisions of the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in bid evaluation. If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.
- 32.3. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 32.4. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

- 32.5. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

**33. Comparison of Bids**

- 33.1. The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures; therefore, there is no scope for the discrepancy and need for arithmetic correction.
- 33.2. The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 32 to determine the lowest evaluated bid.

**34. Qualification of the Bidder**

- 34.1. The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 34.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder. The determination shall not take into consideration the qualifications of other firms, such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid. However, qualification documents of a company that is Bidder's legitimate takeover/merger/acquisition / buy out / name change will be considered, provided it is legally documented and concluded at least three years before the date of the publication of this Bid.
- 34.3. An affirmative determination shall be a prerequisite for the award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar



determination of that Bidder's qualifications to perform satisfactorily.

- 34.4. If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 34.5. Only Bids that are both substantially responsive to the bidding document and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.
- 34.6. The Financial Part of the Bids shall be opened publicly in the presence of the Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid per lot (contract) if applicable, including any discounts, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.
- 34.7. In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

**35. Employer's  
Right to Accept  
Any Bid and to  
Reject Any or  
All Bids**

- 35.1. The Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically bid securities shall be promptly returned to the Bidders.

**F. Award of Contract**

**36. Award Criteria**

- 36.1. Subject to ITB 35, the Employer shall award the Contract to the successful Bidder. This is the Bidder

whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

36.1.1. Substantially responsive to the bidding document; and

36.1.2. The lowest evaluated cost.

**37. Purchaser's  
Right to Vary  
Quantities at  
Time of Award**

37.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Terms of Reference, provided this does not exceed the percentages specified in the BDS and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**38. Notification of  
Award**

38.1. Prior to the expiration of the Bid Validity Period or any extension thereof, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter called "the Contract Price").

38.2. At the same time, the Employer shall publish the Contract Award Notice, which shall contain, at a minimum, the following information:

38.2.1. Name and address of the Employer;

38.2.2. Name and reference number of the and the selection method used;

38.2.3. Names of all Bidders that submitted Bids and their Bid prices as read out at Bid opening and as evaluated;

38.2.4. Name of Bidders whose Bids were rejected and the reasons for their rejection; and

38.2.5. The name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

38.3. The Contract Award Notice shall be published on the Employer's website.

- 38.4. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 38.5. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of the award, requests in writing the grounds on which its bid was not selected.
- 39. Signing of Contract**
- 39.1. Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 39.2. Within a maximum of seven (7) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 40. Performance Security**
- 40.1. Within ten (10) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 30, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Employer. The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
- 40.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
- 41. Adjudicator**
- 41.1. The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

## Section II. Bid Data Sheet

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<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Employer is: <b>Joint Director, Flood Management Improvement Support Centre, Patna</b></p> <p>The name of the Service is: <b>Procurement of Services for Comprehensive Annual Operation and Maintenance Contract of Real Time Data Acquisition System (RTDAS) for the Kosi &amp; Bagmati-Adhwara Basins in Bihar, India</b></p> <p>The number and identification of lots (contracts) comprising this Bid Document is: <b>One (1)</b> with identification number <b>-BR/WRD/FMISC/RTDAS/IFQ/2026-27/01</b></p>
<b>ITB 1.2.1</b>	<p><b>Electronic –Procurement System</b></p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process: <a href="https://eproc2.bihar.gov.in/">https://eproc2.bihar.gov.in/</a></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process: <b>issuing bidding documents, submissions of Bids, the opening of Bids and similar.</b></p>
<b>ITB 3.1</b>	<p>Joint Venture (JV) not allowed.</p> <p>Sub-consultancy and similar others are also not allowed.</p>
<b>ITB 3.7</b>	<p>A list of debarred firms and individuals is available on the Employer's external website: <a href="https://wrd.bihar.gov.in/">https://wrd.bihar.gov.in/</a>.</p>
<b>B. Contents Bidding Documents</b>	
<b>ITB 6.1</b>	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Employer's address is:  <b>Attention: Deputy Director -1, Flood Management Improvement Support Centre, Patna</b>  <b>Address: Office of Joint Director</b>  <b>Flood Management Improvement Support Centre</b>  <b>2nd Floor, Block-A, Jal Sansadhan Bhawan, Anisabad, Patna - 800002</b>  <b>Email Address: fmiscbihar@gmail.com</b>  <b>Phone No. 0612 - 2256999</b></p> <p>Requests for clarification <b>along with proof of purchase of bid document</b> should be received by the Employer no later than <b>two (2) days before the pre-bid meeting</b>. The bidder shall specify any</p>

	requirements other than what has been stated in the employer's requirement in the pre-bid meeting beforehand with suitable justification through email - <a href="mailto:fmiscbihar@gmail.com">fmiscbihar@gmail.com</a>
<b>ITB 6.4</b>	A Pre-Bid meeting shall take place on the following date, time, and place: <b>Date: 24/06/2026, Time 15:00 Hrs., Venue – Conference Hall, Flood Management Improvement Support Centre, 2<sup>nd</sup> Floor, Block-A, Jal Sansadhan Bhawan, Anisabad, Patna – 800002, Email Address: <a href="mailto:fmiscbihar@gmail.com">fmiscbihar@gmail.com</a>, Phone No. 0612 – 2256999</b>
<b>ITB 7.1</b>	<p>Clarification &amp; addendum, if applicable, will be posted at the e-procurement website portal <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a></p> <p>In the e-bidding process, it is not possible to have correspondence in writing with the bidders who have downloaded the bid document, so bidders are advised to check the portal at regular intervals for any such clarification &amp; addendum, if applicable. Employer will not be responsible if the bidder did not download the addendum, if applicable.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 9.1</b>	<p>The language of the Bid is: <b>English</b></p> <p>All correspondence exchanges shall be in <b>English/Hindi</b> language.</p>
<b>ITB10.1.8</b>	<p>The Bidder shall submit the following additional documents in its Bid: (<i>Technical part</i>)</p> <p><i>As specified in Section III- Evaluation &amp; Qualification Criteria</i></p>
<b>ITB 10.1.11</b>	<p>The Bidder shall submit the following additional documents in its Bid: (<i>Financial Part</i>)</p> <ul style="list-style-type: none"> <li><i>As specified in Section III- Evaluation &amp; Qualification Criteria.</i></li> <li><i>The bidder must physically assess all the components, including Passive Components/ other items and assure himself prior to bidding by visiting 'Service Location' &amp; Bidders, if they so want, may submit their written request for seeing the equipment at least 2 days prior to the pre-bid meeting along with proof of purchase of bid document. All such bonafide bidders will be given a fixed (non-negotiable) single date and time period for the visit.</i></li> </ul>

	<ul style="list-style-type: none"> <li>The scope of work listed below is not limited to the Terms of Reference. The 'Service Provider' should also include any additional activities, purchases, services, daily assignments, or similar listed under 'Bill of Quantities' that are required for the <b>Procurement of Comprehensive Annual Operation &amp; Maintenance Contract of the RTDAS for the Kosi &amp; Bagmati - Adhwara Basins in Bihar, India.</b></li> </ul>
<b>ITB 11.3</b>	<p>For submission of the original document, the Employer's address is:  <b>Office of Joint Director</b>  <b>Flood Management Improvement Support Centre</b>  <b>2nd Floor, Block-A, Jal Sansadhan Bhawan, Anisabad, Patna - 800002</b>  <b>Email Address: fmiscbihar@gmail.com</b>  <b>Phone No. 0612 - 2256999</b></p>
<b>ITB 13.5</b>	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.
<b>ITB 14.1</b>	The currency of the bid is <b>Indian Rupee (INR, ₹) only.</b>
<b>ITB 17.1</b>	The Bid validity period shall be 120 days.
<b>ITB 17.3.1</b>	bid price adjustment : Not applicable.
<b>ITB 18.1</b>	<p>A Bid Security shall be required.</p> <p><b>The bidder shall furnish bid security of ₹2,39,000.00 (Two Lakhs and Thirty Nine Thousand Only)</b></p> <p>Bid Security should be submitted in form of Unconditional Bank Guarantee (BG) issued from any Scheduled/Nationalized bank duly pledged in favour of <b>Joint Director, Flood Management Improvement Support Centre, Patna payable at Patna.</b></p> <p><b>(A bid securing declaration shall not be accepted)</b></p>
<b>ITB 19.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of the following: Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the bid.



<b>D. Submission and Opening of Bids</b>	
<b>ITB 20.1</b>	The class of DSC required is: Class 3
<b>ITB 23.1</b>	Re-submission of the bid is allowed if withdrawn.
<b>ITB 24.1</b>	<p>(i) The employer shall open the technical part online in public in the presence of bidders or designated representative of the bidders who choose to attend on Date: 02/07/2026, Time 16:00 Hrs in the Office of Joint Director, Flood Management Improvement Support Centre, 2nd Floor, Block-A, Jal Sansadhan Bhawan, Anisabad, Patna – 800002.</p> <p>(ii) The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32</b>	As per Section III.
<b>ITB 34.2</b>	However, qualification documents of a company that is Bidder's legitimate takeover/merger/acquisition / buy out / name change will be considered, provided it is legally documented and concluded at least three years before the date of the publication of this Bid.
<b>ITB 34.6</b>	<p>The employer shall open the financial part online in public in the presence of bidders or designated representatives of the bidders, who choose to attend. The date of financial bid opening is to be decided after evaluation of technical part.</p> <p>The place of online opening of financial bid will be Office of Joint Director, Flood Management Improvement Support Centre, 2<sup>nd</sup> Floor, Block-A, Jal Sansadhan Bhawan, Anisabad, Patna – 800002, Email Address: fmiscbihar@gmail.com, Phone No. 0612 – 2256999.</p>
<b>ITB 41.1</b>	If necessary, the Adjudicator shall be appointed by the Service Provider with the consent of the employer. The Adjudicator must be a retired employee of the Water Resources Department of the Government of Bihar who held the position of Superintending

	Engineer prior to retirement. Cost shall be borne equally by the bidder and Employer.
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SECTION III - EVALUATION AND QUALIFICATION CRITERIA

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## 1. Evaluation (ITB 32)

As per ITB 32

### 1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity as Service Provider and Service Personnel for the contract consistent in accordance with the requirements stipulated in Section VII, Employer's Requirements.

### 1.2 Multiple Contracts

Not Applicable

## 2. Qualification

All Bidders shall include the following information and documents with their Bids:

#	Eligibility Criteria	Documents Required to be Submitted
1.	The Applicant must be a Company registered under the Indian Company Act 1956/2013.	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation</li> </ul>
2.	The agency should have valid registration with appropriate statutory authorities as required under the law.	<ul style="list-style-type: none"> <li>• Copy of PAN Card</li> <li>• Copy of GST Registration</li> <li>• Copy of EPF Registration</li> </ul> <p><i>The authorized signatory should attest copy of all documents listed above</i></p>
3.	The bidder shall have ISO 9001:2015 certification.	<ul style="list-style-type: none"> <li>• Copy of ISO 9001:2015 Certificate</li> </ul>
4.	The company must have at least 5 (five) years of experience in RTDAS projects—covering supply, installation, testing & commissioning	<ul style="list-style-type: none"> <li>• Project Completion Certificate issued by the Engineer in charge.</li> </ul>

#	Eligibility Criteria	Documents Required to be Submitted
	and/or comprehensive maintenance of RTDAS – as of 31st March 2026.	<ul style="list-style-type: none"> <li>In case of an ongoing project, a certificate of good performance issued by the Engineer in charge.</li> </ul>
5.	The bidder should have an average annual turnover of at least Rs. 60 Lakh (Rupees Sixty Lakh Only) during the last five financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25).	<ul style="list-style-type: none"> <li>Audited Balance Sheet and Profit &amp; Loss Statement prepared by a statutory auditor/Chartered Accountant must have Unique Document Identification Number (UDIN). UDIN will be different for each document.</li> </ul>
6.	The bidder must have experience in supply, installation, testing & commissioning and/or comprehensive maintenance of minimum 31 nos. (10-Automatic Water Level Recorder & 21-Automatic Rain Gauge) of RTDAS Stations.	<ul style="list-style-type: none"> <li>Work experience certificate issued by the Engineer in charge.</li> </ul>
7.	Firms that have been blacklisted or debarred from participating in procurement activities by any State or Central Government, or any other government organization in India, are not eligible to bid.	<ul style="list-style-type: none"> <li>Notarized Affidavit to this effect shall be submitted by the bidder on stamp paper of adequate value that the agency has not been blacklisted/debarred from participating in tender/bids by any State or Central Govt. organization in India.</li> </ul>
8.	Authorized signing authority	<ul style="list-style-type: none"> <li>“Power of Attorney” authorizing the person to sign on behalf of the company.</li> </ul>
9.	The bidder should have direct authorization from the Original Equipment Manufacturer	<ul style="list-style-type: none"> <li>Authorization Form for the MAF/ OEM/ Service Provider and</li> </ul>

#	Eligibility Criteria	Documents Required to be Submitted
	(OEM) for Service and supporting the equipment.	complete the associated table provided with the form - Performa -2 & 3.
10.	The bidder should submit the Resume with the declaration of proposed Service Personnel as per the Terms of Reference.	Performa -4

## **Section IV. Bidding Forms**

## **Section IV. Bidding Forms**

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**Letter of Bid – Technical Part**

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

NIQ No.:  
DATE

To:

***Joint Director,  
Flood Management Improvement Support Centre,  
2nd Floor Jal Sansadhan Bhawan, Block-A  
Anisabad, Patna- 800002***

We, the undersigned, hereby submit our bid in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

- (a) We have examined and have no reservations about the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 7);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) We offer to execute in conformity with the Bidding Documents the following Services:  
\_\_\_\_\_;
- (d) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtaining performance security in accordance with the Bidding Document;
- (f) Our firm, its affiliates or subsidiaries or Service Providers for any part of the contract, has not been declared ineligible by the Employer under the Employer's (ITB 3.7);

- (g) We are not a government-owned entity / We are a government-owned entity but meet the requirements of ITB 3.4<sup>1</sup>;
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud or corruption.
- (i) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on the date, namely "Prevention of Corruption Act 1988."
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed;
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (l) If awarded the contract, the person named below shall act as Service Provider's Representative: \_\_\_\_\_

Name of the Bidder\* *[insert complete name of the person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* *[insert complete name of the person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above \_\_\_\_\_ *[insert signature of the person whose name and capacity are shown above]*

The date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\*\* : The person signing the Bid shall have a power of attorney given by the Bidder to be attached to the Bid Schedules.

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<sup>1</sup>Use one of the two options as appropriate.

**Form of Bid Security - Bank Guarantee**  
*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary: Joint Director, Flood Management Improvement Support Centre, Patna**

Bank Guarantee No..... *[insert guarantee reference number]*

Date..... *[insert date of issue of the guarantee]*

WHEREAS, \_\_\_\_\_ *[name of Bidder]*<sup>2</sup> (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ *[date]* or will submit his Bid for the construction of \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Invitations for Bids No.....*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ *[name of bank]* of \_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ *[name of Employer]* (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>3</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening, the Bidder (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price;

or

\_\_\_\_\_

<sup>3</sup>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 Clause 18.1 of the Instructions to Bidders.

- (2) If the Bidder has been notified of the acceptance of his bid by the Employer during the period of Bid validity:
- (a) fails or refuses to execute the Contract 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.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand, the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the 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 Employer, 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 \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

### Letter of Bid – Financial Part

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

*Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.*

NIQ No.:.....

Date: .....

,

To,  
**Joint Director,**  
**Flood Management Improvement Support Centre,**  
**2nd Floor Jal Sansadhan Bhawan, Block-A**  
**Anisabad, Patna- 800002**

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Technical Part:

In submitting our Bid, we make the following declarations:

- (a) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
  - In case of only one lot, the total price of the Bid *[insert the total price of the bid in words and figures];*
  - In case of multiple lots, the total price of each lot *[insert the total price of each lot in words and figures];*
  - In case of multiple lots, the total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures];*
- (c) The discounts offered, and the methodology for their application are:
  - (i) The discounts offered are: *[Specify in detail each discount offered.]*

(ii) The exact method of calculations to determine the net price after the application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

(d) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>4</sup>

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

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

Name of the Bidder\* *[insert complete name of the person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* *[insert complete name of the person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above \_\_\_\_\_ *[insert signature of the person whose name and capacity are shown above]*

The date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by the joint venture, specify the name of the Joint Venture as Bidder

\*\* : The person signing the Bid shall have a power of attorney given by the Bidder to be attached to the Bid Schedules.

.....

.....

<sup>4</sup>*If none has been paid or is to be paid, indicate "none".*

**Proforma-1: Bidder Information Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted.]*

**Date:** [insert date (as day, month and year) of Bid Submission]

**NCB No.:** [insert number of bidding process]

**Bidder's Legal Name** [insert Bidder's legal name]:

**Bidder's Country of Registration:**

**Bidder's Authorized Representative Information:**

**Name:** [insert Authorized Representative's name]:

**Address:** [insert Authorized Representative's Address]

**Telephone/Fax numbers:** [insert Authorized Representative's telephone/fax numbers] :

**Email Address:** [insert Authorized Representative's email address]

**Bidder's complete address:**

Details of legal status, take over / merger/ acquisition/ buyout etc., place of registration and principal place of business of the company or firm.

In the case of the government-owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not a dependent agency of borrower or sub-borrower or purchaser.

---

Bidder's Signature



**Proforma-2: Manufacturer's Authorization / Undertaking for Support, if applicable**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid if so indicated in the BDS.]*

Date: [insert date (as day, month and year) of Bid Submission]

NCB No.: [insert number of bidding process]

To:

Joint Director,  
Flood Management Improvement Support Centre,  
Patna

WHEREAS

We, [Insert Complete Name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods/Service, manufactured by us [insert name and or brief description of the Services], and to subsequently negotiate and sign the Contract

We hereby extend our warranty through the above firm in accordance with Contract No. \_\_\_\_\_, with respect to the Service/Supply offered by the above firm.

**Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]**

**Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]**

**Title: [insert title]**

**Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]**

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**Proforma-3: Undertaking–Total Responsibility**

*(on Service Provider letterhead)*

Bid Ref.

Date:

To,  
Joint Director  
*Joint Director,*  
*Flood Management Improvement Support Centre,*  
*2nd Floor Jal Sansadhan Bhawan, Block-A*  
*Anisabad, Patna- 800002*

Dear Sir,

**Sub: Self-certificate regarding Total Responsibility**

This is to certify that we undertake total responsibility for the successful maintenance as per the requirements and terms and condition as per the *Reference No. of Bid Document* \_\_\_\_\_ (*Name of the Service*).

**The support from Service Provider would be for all items of the Bill of Quantities, whether it is under Comprehensive Maintenance or to be Procured. The support from OEM back-to-back, wherever mentioned specifically in the Bid Document.**

For equipment/hardware/software that has reached the end of its useful life, is irreparable, or no longer receives support, the Service Provider shall replace it with an equivalent or better specification; however, in case the OEM does not provide the same, the Service Provider shall assume full responsibility for replacing it with an equivalent or better specification.

We shall provide Comprehensive Maintenance Services, including labour, repair and replacement and others as per Standards or Employer Requirements for the faulty parts to keep the equipment in good working condition.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization) Name :

Designation :

Date :

Seal :

Business Address:

**Performa-4: Resume and Declaración  
Service Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>		
<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>details</b>		
	<b>Address of employer:</b>	
	<b>Telephone:</b>	<b>Contact (manager/personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present employer:</b>

Summarize professional experience in reverse chronological order. Indicate technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in the role]</i>	<i>[describe the experience relevant to this position]</i>

**Declaration**

I, the undersigned [ *insert either "Contractor's Representative" or "Key Personnel" as applicable*], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications, and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to the duration of the contract:</b>	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

**Name of Contractor's Representative or Key Personnel:** *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Counter signature of an authorized representative of the Bidder:**

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Notification of Award - Letter of Acceptance***[letterhead paper of the Employer]*

To:

*[name and address of the Supplier]**[date]*Subject: **Notification of Award Contract No.** . . . . .

This is to notify you that your Bid dated . . . . *[insert date]* . . . . for execution of the . . . . . *[insert name of the contract and identification number, as given in the SCC]* . . . . . for the Accepted Contract Amount of . . . . . *[insert amount in numbers and words in Rupees]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

**Attachment: Contract Agreement**

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

## Part II – Service Requirement

### Section V – Terms of Reference (ToR)

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**Section V – Terms of Reference (ToR)****A. Incidental Services**

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1. RTDAS - Infrastructure means all IT and Non-IT components to ensure seamless service of RTDAS.
2. Though a list of components is attached in the Terms of Reference/Bill of Quantities, it is not exhaustive. If necessary, the 'Service Provider' should also be required to maintain any equipment that is not on the list but is part of the RTDAS-Infrastructure and Data Centre.
3. The 'Service Provider' must have the necessary equipment or tools or kits for the maintenance of RTDAS - Infrastructures such as a Calibration tools, blower, brushes, or as required for maintenance of the entire RTDAS system.
4. No Additional transportation charges will be paid for the entire period of the contract.
5. For equipment/hardware/software that is irreparable, the Service Provider shall replace it with an equivalent or better specification; however, in case the OEM does not provide the same, the Service Provider shall assume full responsibility for replacing it with an equivalent Component or better specification.
6. Any new supply should be in line with the existing system and should not cause any compatibility issues. Bidder to ensure the seamless integration of all hardware and software (new and old).
7. The Service Provider assumes full responsibility for repair/replacement of all faulty, damaged, missing, theft and vandalism components of the RTDAS system. No additional claim for the same will be admissible
8. The Service Provider has to make adequate provision in the proposal for the replacement of the components due to theft, vandalism or other unforeseen events including natural calamity, by way of insurance or any other method that it may deem fit.

**B. Introduction**

---

Water Resources Department(WRD) Government of Bihar(GoB) has established a Real Time Data Acquisition System under the Bihar Kosi Basin Development Project(BKBDP) in the Kosi & Bagmati - Adhwara Basin and intends obtain the services of a Service Provider for Comprehensive Operation & maintenance (O&M) support for Real Time Data Acquisition System (RTDAS) for the Kosi & Bagmati - Adhwara Basin in Bihar, India to enhance resilience to floods mitigation, increase agricultural production & productivity in the targeted districts of the Kosi & Bagmati - Adhwara Basin, and to improve the Government of Bihar's capacity to respond promptly and effectively to an emergent crisis or emergency. The project is being implemented by Flood Management Improvement Support Centre (FMISC) Water Resources Department (WRD), Govt. of Bihar.

## C. Overview

---

Kosi and Baghmatai-Adhwara of India are major trans-boundary rivers producing flood waters and substantial amounts of sediments from the upstream Himalayan country of Nepal into the State of Bihar, India. Kosi and Baghmatai-Adhwara are of great concern because the flood waters can appear quickly and are of constant and substantial socio-economic risk to the northern areas of Bihar which essentially serves as an alluvial plain to the mighty Himalaya's. The challenges to the Water Resources Department of Bihar are to reduce the risk of damage caused by flood waters emanating from Nepal in these two basins. In particular, the river reaches in both basins are protected by structural flood control measures, in this case being a levee system. As flood waters deliver high velocity flow, especially in the region near the border with Nepal, damage to the levee system can be a frequent occurrence. It is expected that a real-time river monitoring system will allow the Water Resources Department of Bihar to better manage the immense levee system (Flood Mitigation) which protects the local population and productive agricultural areas.

### 3.1.1 Design Principles

The flood information systems implemented for the Kosi and Baghmatai-Adhwara River basins of Bihar require high reliability and low data latency. This means that the monitoring solution delivers data, especially during exceptional events when the region's communication systems are typically under substantial stress. Data latency relates to the speed at which the data arrives from the field into the receiving computer and on to the decision support tools, such as a forecast model, website, or early warning system. Low latency assures that the hydro-met observations are provided within a time frame that is suitable for timely processing and dissemination that results in saving lives and property. This directly results in reducing the impact of the particular high water event.

Hydro-met observations typically utilize numerous measurements and communication technologies in varying combinations around the world. The selection of the most appropriate technologies is largely based on the local measurement conditions and the availability of telecommunication tools.



River measurement conditions are very challenging because of the ever-changing nature of the river. The levee system serves to train the river within the embankment, though the course of the river within the embankment system undergoes constant change. For this reason, most of the river monitoring systems utilize bridges from which radar sensors are deployed.



Figure 1 Bridge mounted cantilever structure used to extend radar water level sensor out over the river channel to measure water level during monsoon season.

VSAT satellite communications & GSM/GPRS have been determined to be the most suitable communications systems for application in the Kosi and Baghmata-Adhwara River basins hydro-met observation system. The VSAT transmission system requires a VSAT trans-receiver at the ground station which receives data from project hydro-met stations. The VSAT trans-receiver is a direct satellite solution and does not require internet communication. Though VSAT has very high reliability and relatively low data latency when compared to GSM/GPRS, GSM/GPRS is chosen due to economic considerations and dependable network availability at station

Finally, a computer system collects the data from the ground station and immediately transports the data into the existing hydro-met database and decision support systems. In order to assure compatibility of the various systems (ground station, database, and decision support system), the information system operates in an open way, avoiding proprietary solutions that serve to diminish the opportunity to integrate systems. Open non-proprietary systems are a cornerstone of the project, which assures the ability to transfer information between information technology systems.

### **3.1.2 Telemetry**

The data communications employed on the RTDAS network use a combination of VSAT communications and GSM/GPRS radio communications. VSAT communications are placed at sites which are of highest priority for real-time data communication and/or that do not have available communication from GSM/GPRS. All stations have had an in-situ radio path survey, where a mobile phone signal was detected, and/or a line-of-sight path to the satellite was confirmed. It is the responsibility of the Service Provider to confirm radio path and mobile network coverage. The Service Provider is ultimately responsible for establishing data communication at all sites. All transmissions send the data to the WRD-Bihar Data center in Patna.

### **3.1.3 VSAT and GSM/GPRS Data Collection Station**

The State has provided a suitable location for Data collection station in Data Centre at FMISC, WRD Patna. The Data collection station is used to receive all data (VSAT and GSM/GPRS) before passing the information on to a secondary processing function which will perform the quality control, web-based data visualization, while handing the data off to the DSS.

### **3.1.4 Data Center**

The objective of establishing a Data Center is to ensure that high-quality data collection, compilation, processing, and analyses are available for making sound water management decisions. The data center is located at Patna, in office space provided by the State of Bihar. The Service Provider has to manage the necessary services as well as infrastructure and network connections to operate the data

center. The data center receives data from the VSAT and GSM/GPRS enabled remote stations and stores this data in the common database. The system accepts coded SMS messages from remote stations and serves as a back-up to the RTDAS systems. Any or all of this data can be transferred to the DSS at any time. The components include communication systems and data collection/application servers for the collection, quality control, and relay of information to the DSS. The Service Provider will be responsible to manage and enhance the developed web-based tool to view the data, which includes ad-hoc graphical queries, ad-hoc data reports, including daily and monthly summaries of all data collected, along with tools for quality control. This is used by data center personnel involved in reviewing the data and providing assessments on stations requiring maintenance.

### **3.1.5 Data Collection Platform (DCP)**

(1) Each DCP automatically measures precipitation (rainfall), river water level, and other measurements every 15 minutes or less and transmits the data. It stores this observed data in its memory and then transmits it in a self-timed manner in its prescribed time slot every fifteen minutes. Remote stations also transmit based on events, such as a rise of water elevation over time, or the rate of precipitation or gate position change.

(2) Data communication either goes through VSAT or the GSM/GPRS network and is received at the ground stations at Patna.

**3.1.6** A schematic of the project network is shown in the figure below. The schematic reflects the data flow and the subsystems that need to be in place. The schematic shows the remote hydromet stations transmit to the Satellite and then the information is instantaneously relayed back to the WRD-Bihar ground station. From the ground station, the data is passed on automatically to the various subsystems (database, decision support, web, early warning, etc).

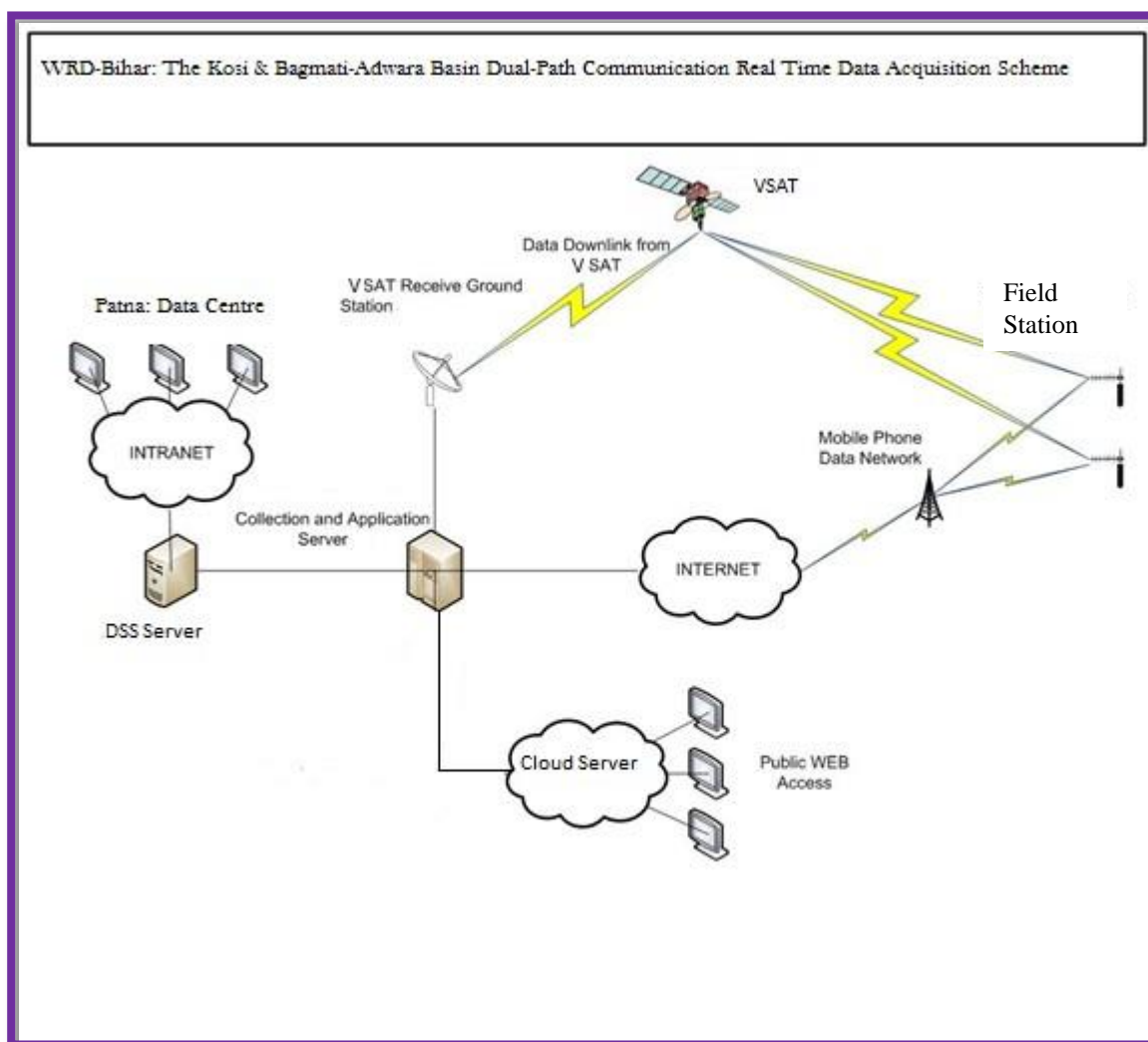


Figure 2: A Schematic of the Project Network

#### D. Functions of RTDAS

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The goal of the real-time hydro-met system in the Kosi basin for the WRD in Bihar is to better manage flood control measures in the region which serve to protect the local population and agricultural interest along the river systems and the flood plain that extends from these leveed/Embanked rivers. The objectives of this project which will serve to attain this goal are as follows:

1. Study the existing RTDAS a complete Real Time hydro-met monitoring network along the Kosi and Baghmata-Adhwara Rivers of Bihar that provides real-time information on rainfall and water level.
2. Comprehensive O&M of instrument/equipment of complete Real Time hydro-met monitoring network with rain and river gauging stations and other equipment like solar power, telemetry (VSAT and GSM/GPRS) Data Center etc along the Kosi and Baghmata-Adhwara Rivers of Bihar that will provide rainfall and water level.
3. O&M of a real-time data collection and dissemination system (APIs and website) that collects hydromet data and deliver this data to decision support tools, such as a flood forecast model, website and early warning system.
4. O&M of hardware and software or mechanism/ protocol for complete Real Time hydro-met monitoring network system. This includes but is not limited to maintaining system uptime as per the SLA, data continuity and primary validation and classification of data (viz ok, suspect, or unacceptable, not available etc.).
5. Acquire telemetry services for real time data transmission shall include GSM/ GPRS & VSAT and Internet at data center (if required).
6. Operation and Maintenance of Manual gauge station to assure the comparing data from both manual gauge and real time data periodically and randomly for all gauge site acquisition system and other auxiliary works.
7. To facilitate by making data available in desired mode for integration of real time data into the flood forecast model, website and early warning system which are already existing or about to be installed

(not a part of contract). The selection of system on which data should be visualized or integrated is at whole & sole discretion of purchaser.

8. Details on Troubleshooting and different practical errors/ failures must be recorded as Monthly dairy and submitted at the end of month.

#### **E. Objective of Service**

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1. The objective of service is to ensure the RTDAS infrastructure functioning efficiently, reliably, and securely to support the organization's objectives. This involves a range of activities, such as monitoring the performance of hardware and software components, identifying, and resolving issues, maintaining software and hardware components, and implementing security measures to protect against threats and ensure real time, validated data is available to the users.
2. System availability: Ensuring that data of RTDAS Stations are available to users in real time.
3. Performance optimization: Optimizing the performance of the systems to ensure that they meet the organization's requirements.
4. Security and compliance: Ensuring that RTDAS system are secure and comply with relevant regulations and standards.
5. Cost optimization: Reducing the total cost of ownership of RTDAS system by implementing cost-effective maintenance practices.

#### **F. Need of Operation & Maintenance (O&M)**

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1. The RTDAS operation and maintenance (O&M) must be maintained to achieve the department's objectives of reliable hydrological data (Rain fall and Water Level) in Real Time.

## **G. Scope of Service/ Specific Tasks/ Responsibilities**

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**The scope of work includes, but is not limited to, the following activities that conform to the technical specifications.**

1. Check the installed gauges at all RTDAS river gauging sites especially setting the staff gauges to the established benchmarks using revised datum / provided by the purchaser wherever required.
2. Maintain gauge housings, including cleaning of the premises and maintenance work, to house and protect gauging stations.
3. On site calibration and validation of the installed system shall be performed on half yearly basis or as required to be continued during the entire operation and maintenance period.
4. Maintain, test, troubleshoot remote stations (DCP, sensors, power supply, transmitting antennae, etc.).
5. Maintain existing end to end VSAT & GSM/GPRS ground station and data center including procurement of services for VSAT and GSM/GPRS.
6. Manage all hardware, software and necessary accessories, to collect and transmit remote station data to WRD-Bihar Server designated for reception of VSAT & GSM/GPRS data stream, and processing software.
7. Manage the established data centre at Patna including all hardware and software to process information from the VSAT & GSM/GPRS communication system.
8. Maintain upgrade and modify the time-series data processing software and ensure integration of data in WIMS or other software as required, including management and development of APIs or other modes of data exchange. Manage other software or hardware, if necessary, which will be installed on the server above.
9. Maintain the installed gauge station, maintenance management software & other hardware/ software, if necessary, that will be installed on the computer server above.
10. Maintain and upgrade software for query-based system for generating reports by extracting the required/ selected data (if not included in time-series data processing software).
11. Maintain and upgrade application/software to generate reports which is to be disseminated in tabular, graphical formats.
12. Manage Back up, replication and recovery of real time data to server/ storage.
13. Provide staff at four (4) field locations to operate and maintain the hydro-met network, associated infrastructure, perform stream gauging measurements, maintenance of gauging stations and other auxiliary works.
14. Provide staff at data center to operate ground station, communication system, computer system(s) hardware and software.
15. Ensure system uptime of as per SLC.

16. Carry out primary validation of the Real Time Data.
17. Final Acceptance shall be granted when the Service Provider has successfully completed all tasks as stipulated in Annexure-II.
18. Time period for final acceptance shall be 30 days from the signing date of the agreement.



**H. RTDAS Infrastructure for the Kosi & Bagmati - Adhwara Basins in Bihar, India, Procurement of Comprehensive Maintenance, Support, Upgradation & Services, as applicable.**

**(i) List of RTDAS- IT & Non-IT Components**

#	Name of Goods or Related Services	Unit	Qty.	Service and support	Remarks
1.	DCP	Nos.	85	Original Equipment Manufacturer (OEM) (Back-to-Back)	
2.	Automatic Rain Gauge	Nos.	57	Original Equipment Manufacturer (OEM) (Back-to-Back)	
3.	VSAT Trans-receiver	Nos.	32	Original Equipment Manufacturer (OEM) (Back-to-Back)	
4.	Rain gauge calibration device	Nos.	4	Original Equipment Manufacturer (OEM) (Back-to-Back)	
5.	Automatic Water Level (Radar)	Nos.	28	Original Equipment Manufacturer (OEM) (Back-to-Back)	
6.	Large Current Meter	set	6	Original Equipment Manufacturer (OEM) (Back-to-Back)	

#	Name of Goods or Related Services	Unit	Qty.	Service and support	Remarks
7.	Small Current Meter	set	3	Original Equipment Manufacturer (OEM) (Back-to-Back)	
8.	Complete sounding reel set for current meter suspension including sounding cable together with digital indicator of cable length paid out. These must be compatible with the current meters				
8.1	Cable length 25m	set	6	Original Equipment Manufacturer (OEM) (Back-to-Back)	
8.2	Cable length 45m	set	6	Original Equipment Manufacturer (OEM) (Back-to-Back)	
8.3	Sounding weight 30lb	set	3	Original Equipment Manufacturer (OEM) (Back-to-Back)	
8.4	Sounding weight 50lb	set	3	Original Equipment Manufacturer (OEM) (Back-to-Back)	
8.5	Sounding weight 75lb	set	3	Original Equipment Manufacturer (OEM) (Back-to-Back)	

#	Name of Goods or Related Services	Unit	Qty.	Service and support	Remarks
8.6	Sounding weight 100lb	set	3	Original Equipment Manufacturer (OEM) (Back-to-Back)	
9.	Hand lines for measurement from bridge with Current Meter, complete with required accessories	set	6	OEM (Back-to-Back)/ Service Provider	
10.	VSAT and GSM/ GPRS Base Station and Software as specified	Nos.	1	OEM (Back-to-Back)/ Service Provider	
11.	Field Maintenance Tracking Software (if needed with other additional software) as specified	Nos.	1	Service Provider	
12.	Server Rack (Aten)	Nos.	1	Service Provider	
13.	Switch	Nos.	1	OEM (Back-to-Back)/ Service Provider	Cisco SG350-10P
14.	Router cum Firewall	Nos.	1	OEM (Back-to-Back)/ Service Provider	Huawei AR160
15.	Server with Monitor	Nos.	2	OEM (Back-to-Back)/ Service Provider	Lenovo SR650 Lenovo V 20-10
16.	UPS with 30 batteries (Sealed Maintenance-Free Valve-	Nos.	1	Original Equipment Manufacturer (OEM) (Back-to-Back)	Transtech Systems (S No: D019-113) 5KVA/192V

#	Name of Goods or Related Services	Unit	Qty.	Service and support	Remarks
	<b>Regulated Lead-Acid battery (SMF-VRLA)</b>				Battery: Amaron Quanta 12V 65AH SMF-VRLA
17.	<b>Data Centre Software</b>	lot	1	<b>Original Equipment Manufacturer (OEM)/Service Provider (Back-to-Back)</b>	

## I. Service Personnel Required for Operation and Maintenance

### 1) Details of Service Personnel

#	Specialist/Staff	Unit	Qty.	Scope of work	Remarks
1.	<b>IT Specialist</b>	Nos.	1	<ul style="list-style-type: none"> <li>Responsible for configuration, Maintenance, performance Monitoring and tuning, Backup and recovery, security administration Troubleshooting &amp; debugging, Report generation and dissemination and other administration /management jobs.</li> <li><b>Full time position at FMISC, WRD, PATNA.</b></li> </ul>	
2.	<b>Multitasking staff</b>	Nos.	4	<ul style="list-style-type: none"> <li>Preventative /Emergency/ Routine Maintenance of RTDAS field Stations as required (stations down or delivering questionable data).</li> <li>Calibration and validation of observation of equipment.</li> <li><b>Full time position at Runisaidpur Jhanjharapur, Supaul, Khagaria</b></li> </ul>	

**2) Educational and Experience of Service Personnel**

#	Specialist/Staff	Education Qualification	Experience
1	<b>IT Specialist</b>	B.E. / B. TECH in CS/IT or MCA	5 years of experience in relevant domain (installation, management, maintenance of hardware and software, ensuring proper data communication between Field stations and DC. Monitoring of Station health and coordination with field staff to ensure that SLC is met)
2	<b>Multitasking staff</b>	3 YEAR Diploma/ B.Tech/ B.E in Civil/ECE/CS Engineering	2 years of experience in relevant domain (Installation, maintenance, troubleshooting of RTDAS field stations. Must be capable of handling RTDAS sites to maintain SLC).

J. Bill of Quantity (BoQ)

<b>Name of Work: -</b> Procurement of Services for Comprehensive Annual Operation and Maintenance Contract of Real Time Data Acquisition System (RTDAS) for the Kosi & Bagmati-Adhwara Basins in Bihar, India.						
Sl. No.	Component	Unit	Quantity	Rate (in INR)	GST (in INR)	Amount (in INR)
1	Hardware Maintenance	Lump sum	1			
2	Software Licenses & Updates	Lump sum	1			
3	Operating & maintenance staff	Lump sum	1			
4	Telecommunication costs	Lump sum	1			
5	Insurance (Theft/Vandalism for remote stations)	Lump sum	1			
6	Other Items not included in BoQ but necessary to keep RTDAS functional (Provide Breakup in Separate Sheet)	Lump sum	1			
<b>Total</b>						

## K. Schedule of Payment, Liquidated damage and Penalty

### 1. PAYMENT SCHEDULE

Sl. No.	Description	Time Period
1	<ul style="list-style-type: none"> <li>First two years (from the date of final acceptance) 60% of contract price shall be paid on quarterly basis (7.5% at every three months) for. The condition applicable for this payment shall be governed by <b>Annexure I Service level condition</b>.</li> <li>Last year 40% of contract price shall be paid on quarterly basis (10% at every three months). The condition applicable for this payment shall be governed by <b>Annexure I Service level condition</b>.</li> <li>i) <i><b>Payment of GST will be as per GST Act &amp; Rules and submission of declaration that GST Registration is valid and all liabilities towards GST have been discharged by us.</b></i></li> </ul>	Within 45 days of invoice submission.

### 2. LIQUIDATED DAMAGE/PENALTY

The liquidated damages shall be 0.5% week and maximum 10% of contract price for delayed of final acceptance.

Further, for the performance towards the related services after final acceptance of the system, following shall govern-

Penalty for faulty stations/data centres beyond MRTR;

1. For remote site in monsoon period Rs 3000 per day.
2. For remote site in Non monsoon period Rs 1000 per day.
3. For Data centre (both monsoon and non- monsoon period) Rs 4000 per day.

\* A remote site shall be treated as faulty if it fails to respond or transmits erroneous data for a period of six consecutive hours.

Bidder shall provide at least one dedicated Service Engineer/IT Specialist cum operator at the State Data Center for Operation of RTDAS system and ensure seamless data transfer from remote stations to Data Centre. It is the responsibility of the bidder to rectify/replace the equipment without any notice from purchaser and it is the duty of its personnel i.e. dedicated service engineer cum data entry operator to notice that site become non-operational or become faulty.

ANNEXURE -I**SERVICE LEVEL CONDITIONS (SLC)**

1. The bidder is fully responsible to keep the system functional during Operation & Maintenance period. The bidder should take sue-moto action to repair any faulty instrument and should not wait for a complaint from purchaser to initiate action.

**2. DEFINITIONS****i. REMOTE SITE**

Remote site is the site at remote location where hydro-meteorological sensors are installed. The Remote site may be river gauging site or automatic rain gauge station.

**ii. DATA CENTRE**

Data centre consist of the respective servers where data is expected to be received. In this project the data centre comprises of the servers installed in the WRD data centre at Anisabad, Patna for receiving GSM/GPRS and VSAT transmission.

**iii. INVALID DATA**

A data would be considered **invalid** if

- The value recorded / transmitted is beyond permissible limit for that variable. The examples of invalid data are negative rainfall, negative water level, relative humidity outside the range of 0-100, temperature outside the range of -40 to +60°C, any abnormally high or low number, negative values of atmospheric pressure, wind direction beyond the range of 0-360 degree etc. The valid permissible upper limits and lower limits for each monitoring variable for each site would be provided to Service Provider by the purchaser or determined by the service provider from historical data.
- If the sensor value recorded / transmitted is absurd values or sudden variation in the value (may be within the specified limits) which is not in-line with the actual physical parameter. (e.g. If the Water level sensor recorded / transmitted value is showing absurd sudden variation of 2mts (beyond the limits of rate of change of sensor value) with respective to the previous measurement interval, then this data is the invalid data).
- If the sensor value recorded / transmitted is having frequent / periodic gaps then the data will be considered as invalid data.



- If the sensor value recorded / transmitted is remain constant, even if there is variation in the physical parameters. (e.g. If the Water level recorded / transmitted value is showing constant / fix value even there is variation in the water level, then this data is the invalid data)
- If the sensor value recorded / transmitted is not in line with the value of co-located automatic / manual observation of the same sensor parameter.

#### iv. **FAILED DATA TRANSMISSION**

For each remote station, each scheduled transmission (for all variables including battery voltage) would consist of one data transmission. A data transmission would be considered failed if any of the following conditions are true

- There is no transmission of data from **remote site**
- Data is transmitted form **remote site** but not received at **data centre**.
- Data is recorded in data logger but not transmitted
- Data is not recorded by data logger
- Data is transmitted but data values are **invalid**.
- Rainfall data is missing/invalid for automatic rain gauge/water level station

#### v. **FAULTY STATION**

A station would be considered faulty if:

- If there is fails to respond or transmits erroneous data for a period of six consecutive hours in a day.

#### vi. **FAULTY DATA CENTRE**

A Data Centre shall be treated as Faulty if

- Vital Hardware Equipment installed at the Data Centre Viz. Server, GSM modem, online UPS, VSAT modem, Firewall system etc. are not functioning properly.
- Bidder has failed to pay the communication charges (VSAT, SIM, internet, GSM/GPRS etc.) & system is not in function due to unpaid communication charges.
- Unauthorized absence of Bidders Operator/ Service engineer at Data Centre.

#### vii. **MONSOON PERIOD**

The monsoon period is defined between 1<sup>st</sup> of June to 31<sup>st</sup> of October.

**MAXIMUM RESPONSE TIME FOR REPAIR (MRTR)**

- The MRTR for Remote station would be 48 hours during Monsoon season
- The MRTR for Remote station would be 120 hours during non-monsoon season
- The MRTR for Data Centre would be 24 hours during monsoon and non-monsoon season

**viii. MINIMUM TIME BETWEEN REPAIRS PER STATION**

- The minimum time between repairs is three months. If a station went faulty for reasons attributed to bidder and availed of MRTR once, it would not be eligible to avail the free repair period within payment period (three months)

**3. PAYMENT FOR DATA RECEPTION**

- The payment would be released proportion to data received at the Data centre. A table below presents the percentage of data reception and corresponding payment

**(i) FIRST TWO YEAR**

<b>Percentage of data received</b>	<b>Payment to be made to vendor</b>
90-100%	100% of (7.5% of contract price to be paid quarterly as per Payment Schedule)
80-89.99 %	90% of (7.5% of contract price to be quarterly as per Payment Schedule)
70-79.99 %	80 % of (7.5% of contract price to be paid quarterly as per Payment Schedule)
60-69.99 %	70 % of (7.5% of contract price to be paid quarterly as per Payment Schedule)
50- 59.99%	60% of (7.5% of contract price to be paid quarterly as per Payment Schedule)
40- 49.99%	40% of (7.5% of contract price to be paid quarterly as per Payment Schedule)
30-39.99%	25% of (7.5% of contract price to be paid quarterly as per Payment Schedule.)
Below 30%	NIL of (7.5% of contract price to be paid quarterly

	as per Payment Schedule)
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(ii) LAST YEAR

Percentage of data received	Payment to be made to vendor
90-100%	100% of (10% of contract price to be paid quarterly as per Payment Schedule)
80-89.99 %	90% of (10% of contract price to be paid quarterly as per Payment Schedule)
70-79.99 %	80 % of (10% of contract price to be paid quarterly as per Payment Schedule)
60-69.99 %	70 % of (10% of contract price to be paid quarterly as per Payment Schedule)
50- 59.99%	60% of (10% of contract price to be paid quarterly as per Payment Schedule)
40- 49.99%	40% of (10% of contract price to be paid quarterly as per Payment Schedule)
30-39.99%	25% of (10% of contract price to be paid quarterly as per Payment Schedule)
Below 30%	NIL of (10% of contract price to be paid quarterly as per Payment Schedule)

The calculations for data reception percentage are as below

Data reception percentage for each station =  $[1 - (\text{No of Failed transmissions} / \text{No of transmissions expected})] * 100$

Data reception percentage for each station is calculated for payment period (three months)

Number of transmissions expected is calculated based on transmission cycle. For 15 min transmission cycle, if there are 91 days in three months period, the no. of expected transmissions =  $91 \text{ (days)} * 24 * 4$  (15 min. transmission) for a given station. If a station went faulty during payment period of three months and availed of free time of MRTR (48 hours or 120 hours based on monsoon / non-monsoon period), the 2 days / 5 days period would be subtracted from no. of expected transmissions. For example, if a station went faulty during monsoon period and payment period is for 91 days, the number of transmissions expected would be calculated as:

Number of transmissions expected =  $(91-2) * 24*4$ ; here 2 represents 48 hours' time to repair in monsoon period. However, this deduction would be allowed only once in three months period for any given station.

$$\textbf{\textit{Total data Reception percentage}} = \frac{\sum_{i=1}^n \textit{Data reception percentage of } i^{th} \textit{station}}{n}$$

Where n is number of remote stations

ANNEXURE -II**1.0 Final Acceptance:**

<b>Checklist</b>	<b>Time Period</b>
<ul style="list-style-type: none"> <li>Documentary proof of insurance coverage for RTDAS devices.</li> </ul>	30 DAYS FROM THE DATE OF SIGNING OF THE AGREEMENT
<ul style="list-style-type: none"> <li>Details of manpower deployed (including roles and qualifications).</li> </ul>	
<ul style="list-style-type: none"> <li>Documentary proof of AMC (Annual Maintenance Contract) procured from the OEM.</li> </ul>	
<ul style="list-style-type: none"> <li>Documentary proof of procurement/subscription of communication services (GSM/VSAT).</li> </ul>	

**2.0 Extensions of Time:-** If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely compliance of the final acceptance criteria, the Supplier shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

## Appendix A

Table 1 Description of Location of Data Centre & Sub-Centres					
DESCRIPTION					LOCATION
Data Centre					Patna
MAINTENANCE office 1					Runisaidpur
MAINTENANCE office 2					Khagaria
MAINTENANCE office 3					Jhanjharpur
MAINTENANCE office 4					Supaul
Table 2 Description of Location of ARG Sites					
SI	LOCATION	LAT	LONG	TRANSMISSION TYPE	MAINTENANCE OFFICE
1	Araria	26.13	87.47	GSM/GPRS	Supaul
2	Raniganj	26.09	87.24	GSM/GPRS	Supaul
3	Madhepura	25.92	86.80	GSM/GPRS	Supaul
4	Kumarkhand	26.00	86.99	GSM/GPRS	Supaul
5	Murliganj	25.90	86.99	GSM/GPRS	Supaul
6	UdaKishunganj	25.67	86.94	GSM/GPRS	Khagaria
7	Dhamdaha	25.74	87.18	GSM/GPRS	Supaul
8	Manihari	25.34	87.62	GSM/GPRS	Khagaria
9	Gopalpur	25.34	87.18	GSM/GPRS	Khagaria

10	Chausa	25.53	87.03	GSM/GPRS	Khagaria
11	Kursela	25.45	87.25	GSM/GPRS	Khagaria
12	Purnia	25.78	87.48	GSM/GPRS	Supaul
13	Palasi	26.24	87.57	GSM/GPRS	Supaul
14	Madhubani	26.36	86.06	GSM/GPRS	Jhanjharpur
15	Khajauli	26.47	86.17	GSM/GPRS	Jhanjharpur
16	Jhanjharpur	26.27	86.28	VSAT	Jhanjharpur
17	Madhepur	26.18	86.38	GSM/GPRS	Jhanjharpur
18	Laukahi	26.47	86.56	GSM/GPRS	Jhanjharpur
19	Supaul	26.11	86.59	GSM/GPRS	Supaul
20	SaraigarhBhaptiahi	26.25	86.71	GSM/GPRS	Supaul
21	Tribeniganj	26.13	86.89	VSAT	Supaul
22	Pratapganj	26.31	86.93	GSM/GPRS	Supaul
23	Saharsa	25.88	86.60	GSM/GPRS	Supaul
24	SimriBakhtiarpur	25.72	86.60	GSM/GPRS	Khagaria
25	Biraul	25.94	86.27	GSM/GPRS	Jhanjharpur
26	Benipur	26.07	86.14	GSM/GPRS	Jhanjharpur
27	Hayaghat	26.02	85.88	GSM/GPRS	Runni Saidpur
28	KusheshwarAsthan	25.82	86.31	GSM/GPRS	Khagaria
29	Birpur	26.52	86.97	VSAT	Supaul
30	Khutauna	26.49	85.89	GSM/GPRS	Jhanjharpur
31	Jainagar	26.60	86.13	GSM/GPRS	Jhanjharpur

32	Balan	26.52	86.36	GSM/GPRS	Jhanjharpur
33	Banmakhi	25.89	87.19	GSM/GPRS	Supaul
34	Narpatganj	26.34	87.11	GSM/GPRS	Supaul
35	Bairgania	26.74	85.28	VSAT	Runni Saidpur
36	Sursand	26.64	85.73	VSAT	Runni Saidpur
37	kalaunjarghat	26.06	85.72	GSM/GPRS	Runni Saidpur
38	Bochaha	26.16	85.47	GSM/GPRS	Runni Saidpur
39	Katra	26.23	85.65	GSM/GPRS	Runni Saidpur
40	Keotiranway	26.28	85.95	GSM/GPRS	Jhanjharpur
41	Jale	26.39	85.73	GSM/GPRS	Runni Saidpur
42	Runisaidpur	26.38	85.50	GSM/GPRS	Runni Saidpur
43	Pupri	26.47	85.70	GSM/GPRS	Runni Saidpur
44	Harlakhi	26.62	85.97	GSM/GPRS	Jhanjharpur
45	Riga	26.67	85.45	GSM/GPRS	Runni Saidpur
46	Sheohar	26.51	85.30	GSM/GPRS	Runni Saidpur
47	Dumra	26.57	85.52	GSM/GPRS	Runni Saidpur
48	Sonbarsa	26.86	85.62	GSM/GPRS	Runni Saidpur
49	Mansi	25.52	86.54	GSM/GPRS	Khagaria
50	Bakhri	25.58	86.26	GSM/GPRS	Khagaria
51	Alauli	25.64	86.42	GSM/GPRS	Khagaria
52	Hasanpur	25.72	86.18	GSM/GPRS	Khagaria



Table 3 Description of Location of AWLG Sites

SI	LOCATION	LAT	LONG	TYPE	MAINTENANCE OFFICE
1	Dheng Bridge	26.73	85.33	Bridge Mounted	Runisaidpur
2	Dubbadhar	26.50	85.35	Bridge Mounted	Runisaidpur
3	Kataunjha	26.35	85.49	Bridge Mounted	Runisaidpur
4	Hayaghat	26.04	85.88	Bridge Mounted	Runisaidpur
5	Ekmighat	26.12	85.87	Bridge Mounted	Runisaidpur
6	Hathauri	25.95	86.01	Bridge Mounted	Runisaidpur
7	Agropatti	26.42	85.79	Bridge Mounted	Runisaidpur
8	Dumri Bridge	25.54	86.74	Bridge Mounted	Khagaria
9	Sonbarsa	26.85	85.60	Bridge Mounted	Runisaidpur
10	Saulighat	26.40	85.86	Bridge Mounted	Runisaidpur
11	Karachin	25.73	86.29	Bridge Mounted	Khagaria
12	Ghoghepur	25.84	86.39	Cantilever Mounted	Supaul
13	Goabari	26.73	85.24	Bridge/ Weir Mounted	Runisaidpur
14	Kalaunjarghat	26.05	85.72	Bridge Mounted	Runisaidpur
15	Badlaghat South	25.57	86.59	Bridge Mounted	Khagaria
16	Badlaghat North	25.58	86.60	Bridge Mounted	Khagaria
17	Kothram	25.92	86.35	Bridge Mounted	Jhanjharpur
18	Kursela	25.41	87.25	Bridge Mounted	Khagaria
19	Jhanjharpur	26.27	86.29	Bridge Mounted	Jhanjharpur
20	Birpur	26.51	86.93	Bridge/Barrage Mounted	Supaul
21	Jainagar	26.58	86.12	Bridge/ Weir Mounted	Jhanjharpur

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22	Dhamaraghat	25.61	86.61	Bridge Mounted	Khagaria
23	BaluahaGhat- Goroul Bridge	25.88	86.45	Bridge Mounted	Supaul
24	KosiMahasetu	26.28	86.65	Bridge Mounted	Jhanjharpur
25	Phulparas/ Narahia	26.37	86.52	Bridge Mounted	Jhanjharpur

## Present Status of RTDAS Remote Sites

Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
1	Dumra ARG	1047	ML6000i Data Logger	Maestro GPRS Modem	8991000902 4445976930	HBL-75W Solar panel	MECH/1218-031	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-3-2019	26.56639	85.525678
2	Sheohar ARG	1046	ML6000i Data Logger	Maestro GPRS Modem	8991000902 444597420U	HBL-75W Solar panel	MECH/1218-032	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-4-2019	26.52739	85.29787
3	Runnisaipur ARG	1042	ML6000i Data Logger	Maestro GPRS Modem	8991000902 444597438U	HBL-75W Solar panel	MECH/1218-003	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-5-2019	26.38844	85.50773
4	Riga ARG	1045	ML6000i Data Logger	Maestro GPRS Modem	8991000902 444597446U	HBL-75W Solar panel	MECH/1218-021	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-6-2019	26.63776	85.42065
5	Madhubani ARG	1014	ML6000i Data Logger	Maestro GPRS Modem	8991000902 444597487U	HBL-75W Solar panel	MECH/1218-064	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-11-2019	26.35788	86.0547381
6	Keoti ARG	1040	ML6000i Data Logger	Maestro GPRS Modem	H1899190099 0680171027U	HBL-75W Solar panel	MECH/1218-063	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-12-2019	26.28804	85.939849
7	Janjharpur ARG	1016	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597651U	HBL-75W Solar panel	MECH/1218-020	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-13-2019	26.23224	86.23224
8	Khajauli ARG	1015	ML6000i Data Logger	Maestro GPRS Modem	H1899190099 0680171001U	HBL-75W Solar panel	MECH/1218-058	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-13-2019	26.49116	86.16164

Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
9	Harlaki ARG	1044	ML6000i Data Logger	Maestro GPRS Modem	8991000902444597495U	HBL-75W Solar panel	MECH/1218-076	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-14-2019	26.60998	85.95712
10	Loukahi ARG	1018	ML6000i Data Logger	Maestro GPRS Modem	89910009024445976440U	HBL-75W Solar panel	MECH/1218-012	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-14-2019	26.46919	86.56086
11	Khutona ARG	1030	ML6000i Data Logger	Maestro GPRS Modem	H18991900990680273260U	HBL-75W Solar panel	MECH/1218-006	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-15-2019	26.49008	86.39131
12	Pratapganj ARG	1022	ML6000i Data Logger	Maestro GPRS Modem	8991000902444597545U	HBL-75W Solar panel	MECH/1218-035	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-17-2019	26.29397	86.95835
13	Narpatganj ARG	1034	ML6000i Data Logger	Maestro GPRS Modem	8991000902444597552U	HBL-75W Solar panel	MECH/1218-069	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-18-2019	26.33688	87.10831
14	Murliganj ARG	1005	ML6000i Data Logger	Maestro GPRS Modem	8991000902444597578U	HBL-75W Solar panel	MECH/1218-066	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-22-2019	25.90129	86.99762
15	Bhapatiyahi ARG	1020	ML6000i Data Logger	Maestro GPRS Modem	H18991900990680170961U	HBL-75W Solar panel	MECH/1218-015	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-22-2019	26.30079	86.73545
16	Supaul ARG	1019	ML6000i Data Logger	Maestro GPRS Modem	8991000902444597537U	HBL-75W Solar panel	MECH/1218-078	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-22-2019	26.10522	86.58747

Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
17	Mansi ARG	1049	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597560U	HBL-75W Solar panel	MECH/1218-009	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-23-2019	25.51467	86.55285
18	Saharsa ARG	1023	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597503U	HBL-75W Solar panel	MECH/1218-029	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-23-2019	25.89747	86.5971
19	Nirmali ARG	1032	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597669U	HBL-75W Solar panel	MECH/1218-005	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-24-2019	26.30502	86.5688
20	Madhepur ARG	1017	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597636U	HBL-75W Solar panel	MECH/1218-077	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-27-2019	26.17106	86.3748
21	Simribakhti arpur ARG	1024	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597586U	HBL-75W Solar panel	MECH/1218-081	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-28-2019	25.72382	86.58669
22	Madhepura ARG	1003	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597602U	HBL-75W Solar panel	MECH/1218-018	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-29-2019	25.91839	86.80554
23	Araria ARG	1001	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597610U	HBL-75W Solar panel	MECH/1218-026	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-30-2019	26.13314	87.45845
24	Raniganj ARG	1002	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597594U	HBL-75W Solar panel	MECH/1218-017	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-30-2019	26.08858	87.24403

Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
25	Banmakhi ARG	1033	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597727U	HBL-75W Solar panel	MECH/1218-023	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-3-2019	25.89379	87.19292
26	Kumarkhand ARG	1004	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597628U	HBL-75W Solar panel	MECH/1218-084	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-31-2019	25.99471	86.99279
27	Dhamdah ARG	1007	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597677U	HBL-75W Solar panel	MECH/1218-040	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-4-2019	25.73857	87.17795
28	Udakishanganj ARG	1006	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597743U	HBL-75W Solar panel	MECH/1218-002	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-4-2019	25.67472	86.94275
29	Chausa ARG	1010	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597255U	HBL-75W Solar panel	MECH/1218-074	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-5-2019	25.52697	87.03386
30	Kursela ARG	1011	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597719U	HBL-75W Solar panel	MECH/1218-016	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-6-2019	25.50612	87.37798
31	Purnia ARG	1012	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597701U	HBL-75W Solar panel	MECH/1218-019	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-7-2019	25.79235	87.4803
32	Bochaha ARG	1038	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597735U	HBL-75W Solar panel	MECH/1218-047	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-23-2019	26.16385	85.46826

Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
33	katra ARG	1039	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597685U	HBL-75W Solar panel	MECH/1218-030	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-24-2019	26.22192	85.63726
34	jale	1041	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597263U	HBL-75W Solar panel	MECH/1218-065	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-24-2019	26.39316	85.73974
35	Kalaunjarg hat ARG	1037	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597388U	HBL-75W Solar panel	MECH/1218-024	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-24-2019	26.05242	85.7214
36	Hayaghat ARG	1027	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597347U	HBL-75W Solar panel	MECH/1218-013	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-25-2019	26.00889	85.88819
37	Palasi ARG	1013	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597370U	HBL-75W Solar panel	MECH/1218-011	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-25-2019	26.24076	87.5663
38	Benipur ARG	1026	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597339U	HBL-75W Solar panel	MECH/1218-004	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-26-2019	26.05885	86.14817
39	Manihari ARG	1008	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597354U	HBL-75W Solar panel	MECH/1218-001	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-26-2019	25.34413	87.6244
40	Biraul ARG	1025	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597321U	HBL-75W Solar panel	MECH/1218-062	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-26-2019	25.92759	86.2491

Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
41	Kusheswar Asthan ARG	1028	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597313U	HBL-75W Solar panel	MECH/1218-080	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-27-2019	25.81184	86.32409
42	Gopalpur ARG	1009	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597362U	HBL-75W Solar panel	MECH/1218-028	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-27-2019	25.32494	87.18219
43	Hasanpur ARG	1052	ML6000i Data Logger	Maestro GPRS Modem	H1899190099 0680171019U	HBL-75W Solar panel	MECH/1218-008	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-28-2019	25.71982	86.19126
44	Pupri ARG	1043	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597529U	HBL-75W Solar panel	MECH/1218-027	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-28-2019	26.46404	86.69901
45	Bakhri ARG	1050	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597289U	HBL-75W Solar panel	MECH/1218-007	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-28-2019	25.60869	86.2702
46	Sursand ARG	1036	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597271U	HBL-75W Solar panel	MECH/1218-025	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-29-2019	26.62199	82.71955
47	Alauli ARG	1051	ML6000i Data Logger	Maestro GPRS Modem	89910009024 44597297U	HBL-75W Solar panel	MECH/1218-050	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	8-29-2019	25.63968	86.40059
48	Jainagar ARG	1031	ML6000i Data Logger	IDU 208139	Not Required	HBL-75W Solar panel	MECH/1218-045	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-17-2019	26.59732	86.14445
				ODU A04503B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket				
				LNB 17001468		HBL-75W Solar panel			Sutron 5600-0525-5 Rain Bucket				



Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
49	Triveniganj ARG	1021	ML6000i Data Logger	IDU 210212	Not Required	HBL-75W Solar panel	MECH/1218-036	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-18-2019	26.12273	86.91077
				ODU A04507B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket				
				LNB 17001649		HBL-75W Solar panel			Sutron 5600-0525-5 Rain Bucket				
50	Birpur ARG	1029	ML6000i Data Logger	IDU 210095	Not Required	HBL-75W Solar panel	MECH/1218-071	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	7-18-2019	26.5178	87.00948
				ODU A04509889		HBL-75W Solar panel		12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket				
				LNB 17001631		HBL-75W Solar panel			Sutron 5600-0525-5 Rain Bucket				
51	Sonbarsa ARG	1048	ML6000i Data Logger	IDU 210234	Not Required	HBL-75W Solar panel	MECH/1218-1051	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	9-3-2019	26.84231	85.57753
				ODU A04480B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket				
				LNB 18001883		HBL-75W Solar panel			Sutron 5600-0525-5 Rain Bucket				
52	Bairgania ARG	1035	ML6000i Data Logger	IDU 210341	Not Required	HBL-75W Solar panel	MECH/1218-072	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	Not Required	9-5-2019	26.75255	85.27387
				ODU A04481B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket				
				LNB 18001728		HBL-75W Solar panel			Sutron 5600-0525-5 Rain Bucket				

Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
53	Dheng Bradge AWLG	2001	ML6000i Data Logger	IDU 208282	Not Required	HBL-75W Solar panel	MECH/1218-043	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	7-8-2019	26.72434	85.32937
				ODU A04555B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001461		HBL-75W Solar panel							
54	Badlaghat North AWLG	2016	ML6000i Data Logger	IDU 208298	Not Required	HBL-75W Solar panel	MECH/1218-039	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	7-9-2019	25.58066	86.59331
				ODU A04485B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001645		HBL-75W Solar panel							
55	Badlaghat South AWLG	2015	ML6000i Data Logger	IDU 208285	Not Required	HBL-75W Solar panel	MECH/1218-022	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	7-10-2019	25.57451	86.59131
				ODU A04482B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001431		HBL-75W Solar panel							
56	Koshi Dam AWLG	2020	ML6000i Data Logger	IDU 199187	Not Required	HBL-75W Solar panel	MECH/1218-055	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	7-20-2019	26.52317	86.93197
				ODU A04477B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001472		HBL-75W Solar panel							

Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
57	Jhanjharpur AWLG	2019	ML6000i Data Logger	IDU 208341	Not Required	HBL-75W Solar panel	MECH/1218-073	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	10-19-2019	26.22697	86.255679
				ODU A04483B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001647		HBL-75W Solar panel							
58	Hathauri AWLG	2006	ML6000i Data Logger	IDU 210115	Not Required	HBL-75W Solar panel	MECH/1218-053	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	10-21-2019	25.96411	85.97701
				ODU A04546B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001672		HBL-75W Solar panel							
59	Ekmighat AWLG	2005	ML6000i Data Logger	IDU 210048	Not Required	HBL-75W Solar panel	MECH/1218-052	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	11-13-2019	26.11787	85.87746
				ODU A04508B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001666		HBL-75W Solar panel							
60	Saulighat Bradge AWLG	2010	ML6000i Data Logger	IDU 199618	Not Required	HBL-75W Solar panel	MECH/1218-049	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	11-22-2019	26.4169	85.85249
				ODU A04502B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001643		HBL-75W Solar panel							

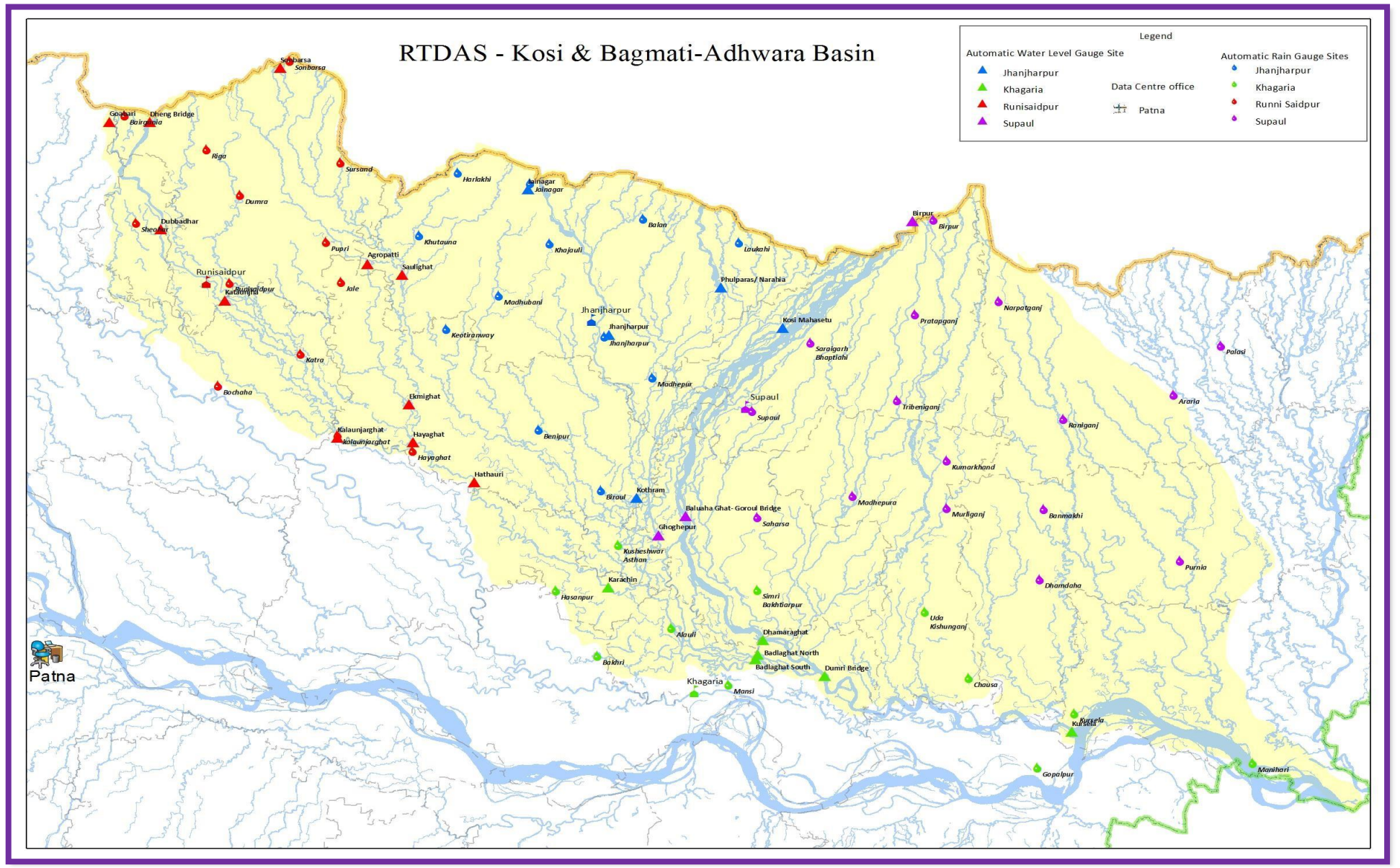
Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
61	Hayaghat AWLG	2004	ML6000i Data Logger	IDU 208317	Not Required	HBL-75W Solar panel	MECH/1218-056	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	11-20-2019	26.0382	85.88453
				ODU A04470B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001465		HBL-75W Solar panel							
62	Agropatti AWLG	2007	ML6000i Data Logger	IDU 208000	Not Required	HBL-75W Solar panel	MECH/1218-059	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	11-21-2019	26.42529	85.78178
				ODU A04553B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001669		HBL-75W Solar panel							
63	Jaynagar AWLG	2021	ML6000i Data Logger	IDU 210278	Not Required	HBL-75W Solar panel	MECH/1218-048	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	11-30-2019	26.59789	86.14429
				ODU A04511B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001642		HBL-75W Solar panel							
64	Phulparas AWLG	2025	ML6000i Data Logger	IDU 208253	Not Required	HBL-75W Solar panel	MECH/1218-075	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	11-25-2019	26.37072	86.52315
				ODU A04505B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				17001636		HBL-75W Solar panel							

Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude	
65	Koshi Mahashetu AWLG	2024	ML6000i Data Logger	IDU 208294	Not Required	HBL-75W Solar panel	MECH/1218-046	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	11-28-2019	26.27916	86.65835	
				ODU A04506B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery						
				LNB 17001418		HBL-75W Solar panel								
66	Kothram AWLG	2017	ML6000i Data Logger	IDU 208269	Not Required	HBL-75W Solar panel	MECH/1218-010	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	12-5-2019	25.91779	86.34582	
				ODU A04469B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery						
				LNB 17001694		HBL-75W Solar panel								
67	Dhamaragh at AWLG	2022	ML6000i Data Logger	IDU 148775	Not Required	HBL-75W Solar panel	MECH/1218-042	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	12-9-2019	25.61456	86.60544	
				ODU AL04486B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery						
				LNB 17001457		HBL-75W Solar panel								
68	Kataunjha AWLG	2003	ML6000i Data Logger	IDU 207999	Not Required	HBL-75W Solar panel	MECH/1218-037	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	12-31-2019	26.34478	85.48479	
				ODU A04552B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery						
				LNB 17001633		HBL-75W Solar panel								

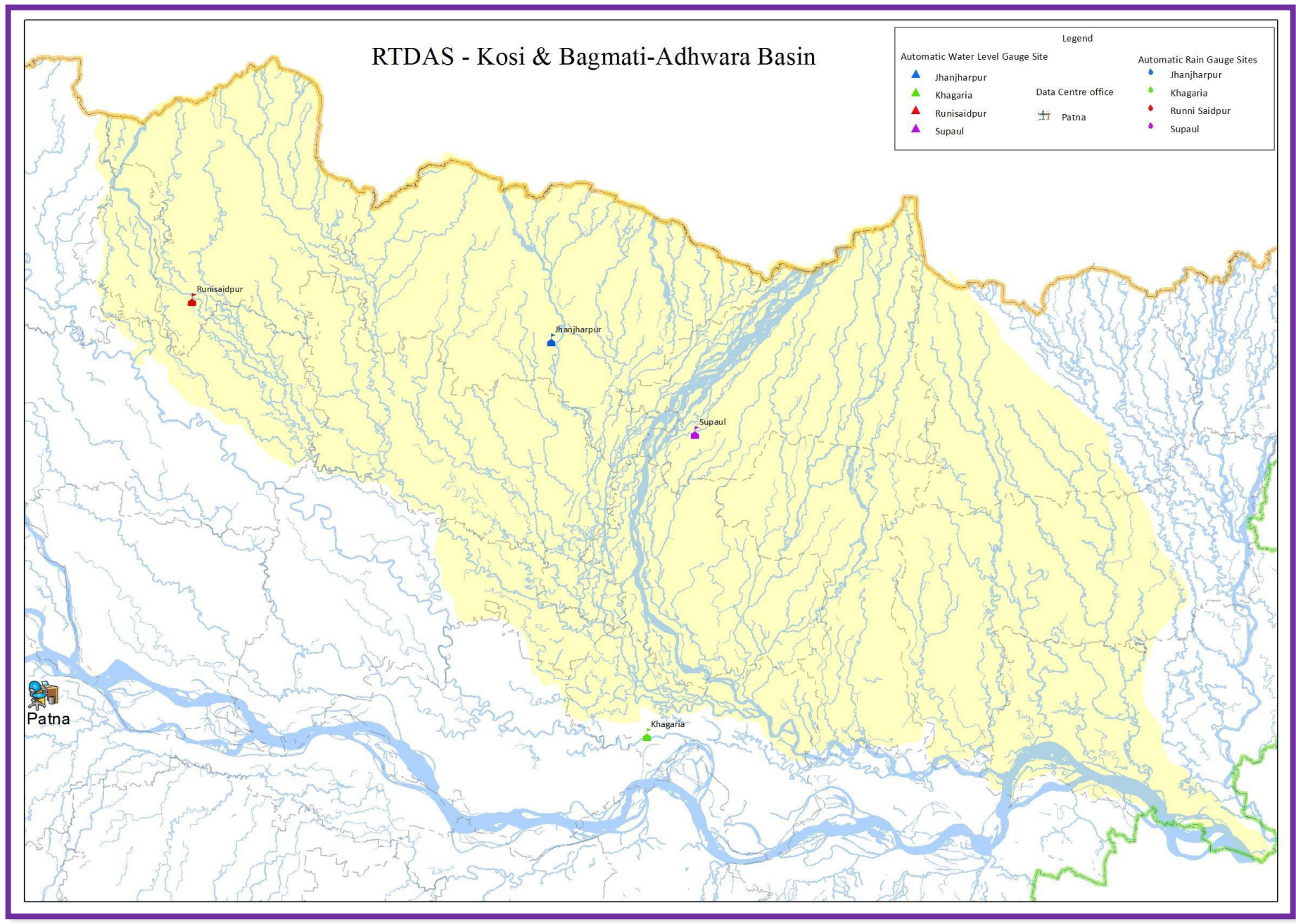
Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
69	Dubbadhar AWLG	2002	ML6000i Data Logger	IDU 198576	Not Required	HBL-75W Solar panel	MECH/1218-057	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	1-17-2020	26.51328	85.34975
				ODU A04554B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001634		HBL-75W Solar panel							
70	Baluahaghat AWLG	2023	ML6000i Data Logger	IDU 210206	Not Required	HBL-75W Solar panel	MECH/1218-038	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	1-21-2020	25.87834	86.43355
				ODU A04510B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001701		HBL-75W Solar panel							
71	Goabari AWLG	2013	ML6000i Data Logger	IDU 210227	Not Required	HBL-75W Solar panel	MECH/1218-054	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	11-10-2019	26.74109	85.252933
				ODU A04543B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001460		HBL-75W Solar panel							
72	Kursela AWLG	2018	ML6000i Data Logger	IDU 210218	Not Required	HBL-75W Solar panel	MECH/1218-068	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	3-9-2020	25.42486	87.23393
				ODU AO04479B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001424		HBL-75W Solar panel							

Sr No.	Location Name	Location ID	Data Logger	GPRS Modem	Airtel Sim	Solar panel	Solar charger	12V-75/150Ah Quanta Battery	Sutron 5600-0525-5 Rain Bucket	FMR50 Radar Sensor	Installation Date	Latitude	Longitude
73	Dumri Bridge AWLG	2008	ML6000i Data Logger	IDU 418890	Not Required	HBL-75W Solar panel	MECH/1218-061	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	3-8-2020	25.54036	86.72154
				ODU A04542B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001651		HBL-75W Solar panel							
74	Ghoghepur AWLG	2012	ML6000i Data Logger	IDU 210222	Not Required	HBL-75W Solar panel	MECH/1218-044	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	3-7-2020	25.87577	86.37203
				ODU A04478B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001652		HBL-75W Solar panel							
75	Karachin AWLG	2011	ML6000i Data Logger	IDU 208003	Not Required	HBL-75W Solar panel	MECH/1218-060	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	3-6-2020	25.73976	86.26913
				ODU A04558B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001640		HBL-75W Solar panel							
76	Kalnojargh at AWLG	2014	ML6000i Data Logger	IDU 209939	Not Required	HBL-75W Solar panel	MECH/1218-067	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	3-11-2020	26.05195	85.72378
				ODU A04544B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001419		HBL-75W Solar panel							
77	Sonbarsa AWLG	2009	ML6000i Data Logger	IDU 198438	Not Required	HBL-75W Solar panel	MECH/1218-085	12V-75/150Ah Quanta Battery	Not Required	FMR50 Radar Sensor	3-16-2020	26.8476	85.5891
				ODU A04467B89		HBL-75W Solar panel		12V-75/150Ah Quanta Battery					
				LNB 17001624		HBL-75W Solar panel							

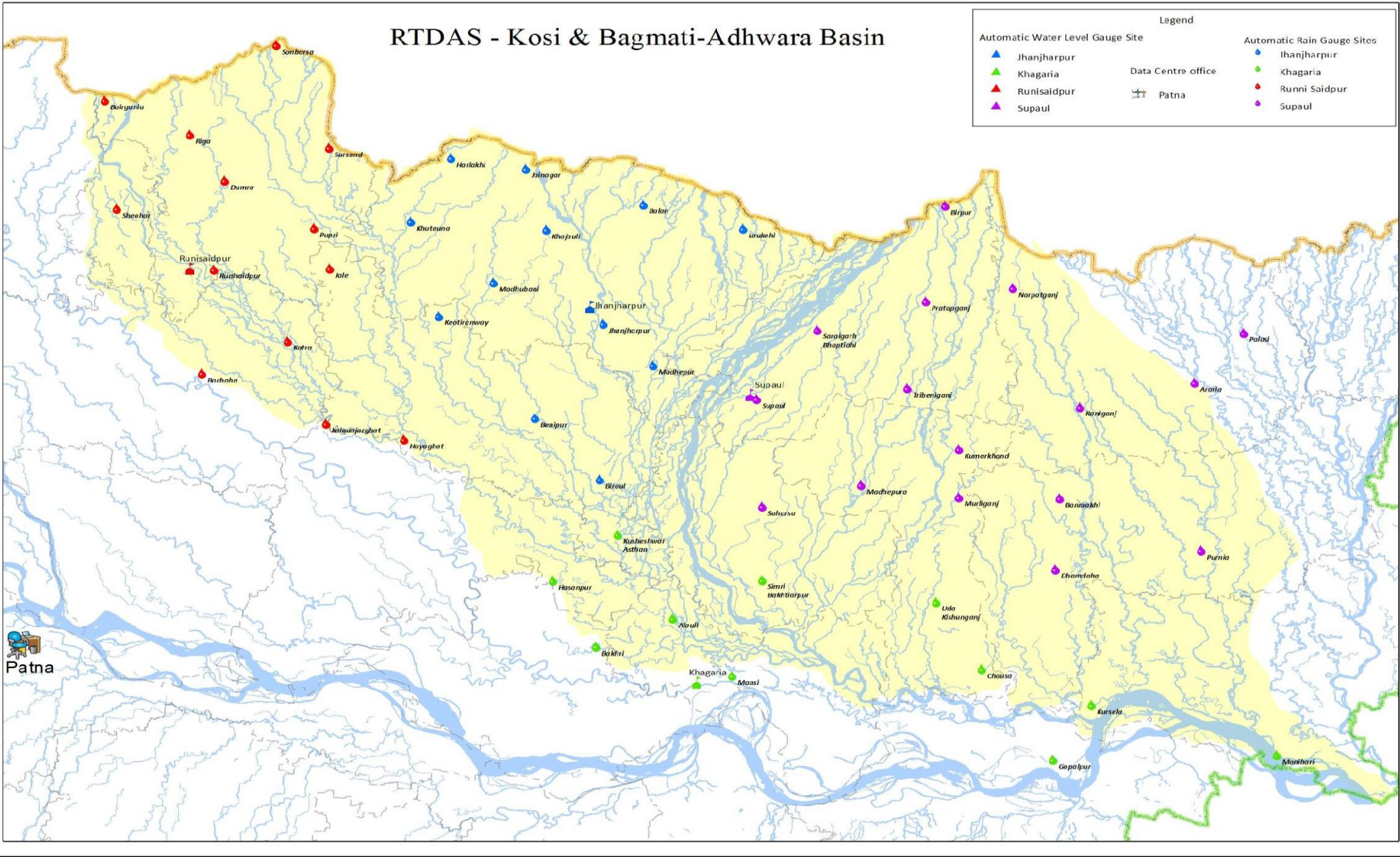




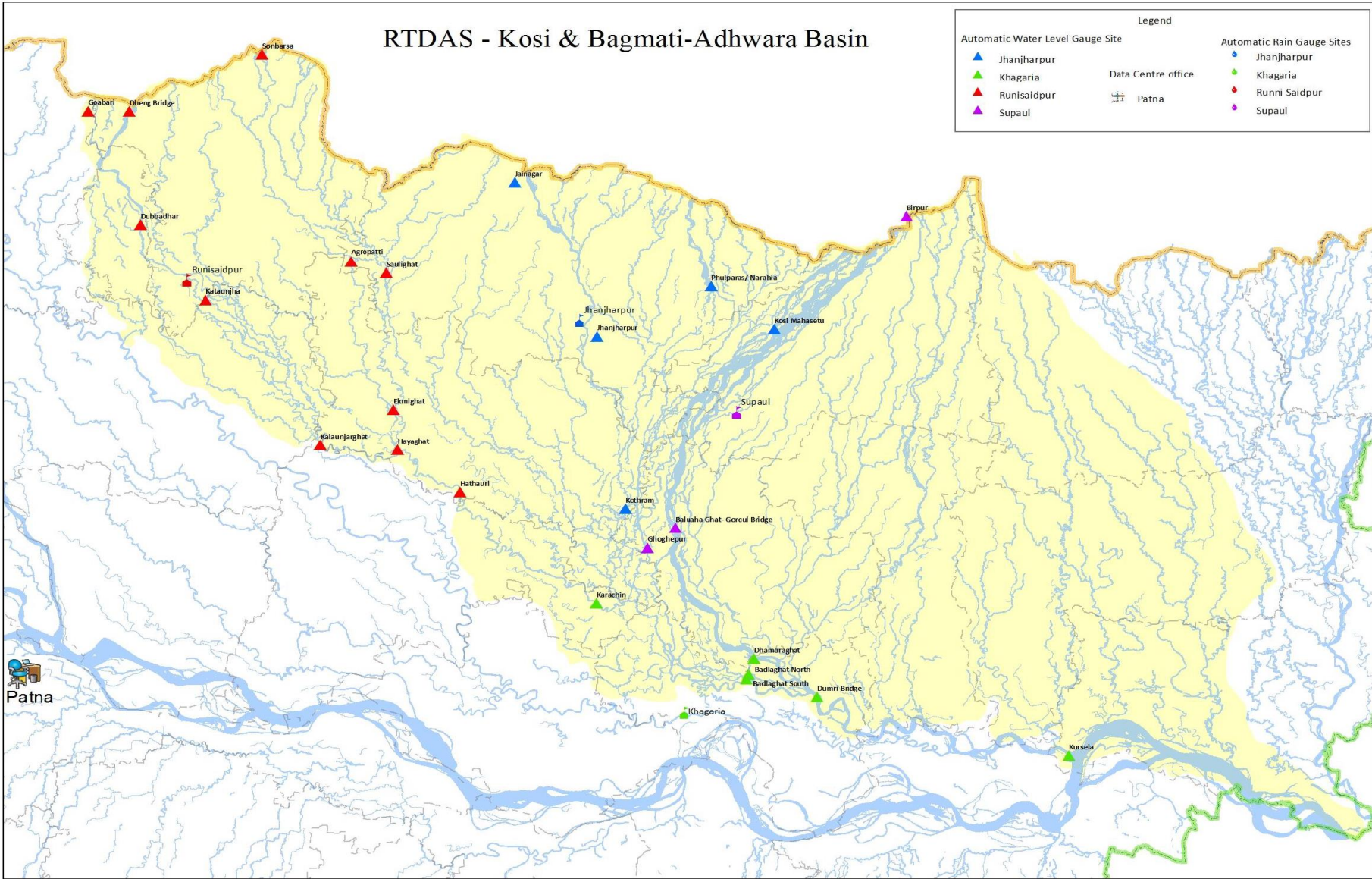












### **Part III – Conditions of Contract and Contract Forms**

## SECTION VI - GENERAL CONDITIONS OF CONTRACT

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## Section VI - General Conditions of Contract

### A. General Provisions

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#### 1. Definitions

- 1.1** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 1.2** The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance;
- 1.3** "Activity Schedule/Bill of Quantity" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- 1.4** "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;
- 1.5** "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents signed Contract;
- 1.6** "Contract Price" means the price to be paid for the performance of the Services, in accordance with Terms of Reference;
- 1.7** "Employer" means the party who employs the Service Provider;
- 1.8** "GCC" means these General Conditions of Contract;
- 1.9** "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- 1.10** "Service Personnel" means persons hired by the Service Provider and assigned to the performance of the Services or any part thereof;
- 1.11** 'Employer Personnel' refers to the staff, labour and other employees (if any) of the employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer to the Service Provider;
- 1.12** "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

- 1.13** “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer
- 1.14** “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- 1.15** “Terms of Reference” means document that outlines the scope of a project, the objectives, and the responsibilities of all parties involved in the contract included in the Bidding Document submitted by the Service Provider to the Employer.
- 1.16** “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in the Terms of Reference and Schedule of Activities/ Bill of Quantity included in the Service Provider’s Bid.
- 1.17** “Sexual Exploitation and Abuse” “(SEA)” means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- 1.18** Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- 1.19** Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Employer’s Personnel.
- 1.20** The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Services and the remedying of any defects.
- 1.21** The Contract is the contract between the Employer and the Service Provider to execute, complete, and maintain the Services.
- 1.22** A Defect is any part of the Service not completed in accordance with the Contract.



- 2. Applicable Law**                      The Contract shall be interpreted in accordance with the laws of the Government of India as well as Government of Bihar.
- 3. Language**                              This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 4. Notices**                                Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.
- 5. Location**                                The Services shall be performed at such locations as are specified SSC, as per Terms of Reference and, where the location of a particular task is not so specified, at such locations, whether in the Bihar or elsewhere, as the Employer may approve.
- 6. Authorized Representatives**                      Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 7. Inspection and Audit by the Employer**                      As per Terms of Reference to the General Conditions, the Service Provider shall permit, the Employer and/or persons appointed by the Employer to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the Employer.
- 8. Taxes and Duties**                      The Service Provider and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

- 9. Contract Document** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 10. Corrupt and Fraudulent Practices** The employer requires compliance with its policy in regard to corrupt and fraudulent practices as set forth by Government.
- 11. Interpretation**
- 11.1** In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer has all right and shall provide instructions clarifying queries about these GCC.
- 11.2** The documents forming the Contract shall be interpreted in the following order of priority:
- (i) Agreement,
  - (ii) Letter of Acceptance,
  - (iii) Contractor's Bid & Priced Bill of Quantities including Terms of Reference
  - (iv) Particular Conditions of Contract,
  - (v) General Conditions of Contract including Appendices, if any,
  - (vi) any other document listed in the PCC as forming part of the Contract, if any.
- 11.3** Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 12. Employer** As defined in SCC.
- 13. Communications**
- 13.1** Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 3. 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 to such Party at the address specified in the SCC.

- 13.2** A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

**14. Safety**

The service provider shall be responsible for the safety of all activities on the service location.

**15. Management Meetings**

Either the Employer or the Service Provider may require the other to attend a management meeting. (Which will be held at the place indicated in SCC. The periodicity to be fixed by Employer or the Service Provider jointly). The objective of a management meeting shall be to review the ongoing service with reference to terms of reference.

**B. Commencement, Completion, Modification, and Termination of Contract**

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**16. Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

**17. Commencement of Services**

- 17.1** Program: Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 17.2** Starting Date: The Service Provider shall start carrying out the Services from the date of Contract becomes effective or at such other date as may be **specified in the SCC**.

**18. Expiration of Contract**

Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. The contract can be renewed for the duration provided in the SCC; for a single term only, at the initial fixed rate or at the percentage escalation specified in the SCC.

**19. Modification**

**19.1** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price or Contract Period, may only be made by written agreement between the Parties.

**19.2** Value Engineering: The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:

- (i) The proposed change(s) and a description of the difference to the existing contract requirements;
- (ii) a full cost/benefit analysis of the proposed change(s), including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and
- (iii) a description of any effect(s) of the change on performance/functionality.

**19.3** The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (i) Superior service; or
- (ii) reduces the Contract Price to the Employer; or
- (iii) improves the quality, efficiency, safety or
- (iv) sustainability of the services; or
- (v) yields any other benefits to the Employer, without compromising the necessary functions of the Facilities.

**20. Force Majeure****20.1** Definition

- (i) 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 under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- (ii) Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party, nor (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of

the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

**20.2** No Breach of Contract: The failure of a Party to fulfil 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 or in accordance to Terms of Reference.

**20.3** Measures to be Taken:

- (i) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (ii) 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.
- (iii) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - i. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - ii. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

**20.4** In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 46 & 47.

**20.5** Suspension: The Employer may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Service Provider of such notice of suspension.

## **21. Termination**

**21.1** By the Employer: The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified below:

- (i) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (ii) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (iii) if the Service Provider become insolvent or bankrupt;
- (iv) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (v) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48;
- (vi) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (vii) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, in competing for or in executing the Contract.

- 21.2** By the Service Provider: The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in below:
- (i) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 47.
  - (ii) if the Employer fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 45 & 46 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
  - (iii) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 21.3** Cessation of Services: Upon termination of this Contract by notice of either Party to the other, the Service Provider 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.
- 21.4** Payment upon Termination: Upon termination of this Contract pursuant to Sub-Clauses 21.1 or 21.2, the Employer shall make the following payments to the Service Provider:
- (i) payment pursuant to Clause 38 for Services satisfactorily performed prior to the effective date of termination;
  - (ii) except in the case of termination pursuant to paragraphs Sub-Clause 21.1

### 3. Obligations of the Service Provider

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**22. General**

The Service Provider shall perform the Services in accordance with the Employer Requirement/ Terms of Reference and the Activity Schedule/ Bill of Quantity, and carry out its obligations 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 methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall always support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

**23. Conflict of Interests**

- 23.1** Service Provider: Not to Benefit from Commissions and Discounts: The payment of the Service Provider shall constitute the Service Provider's sole payment in connection with this Contract or the Services, and the Service Provider 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 under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional payment.
- 23.2** Service Provider and Affiliates Not to be Otherwise Interested in Project: The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, 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.
- 23.3** Prohibition of Conflicting Activities: Neither the Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (i) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;



- (ii) during the term of this Contract, neither the Service Provider shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
  - (iii) after the termination of this Contract, such other activities as may be **specified in the SCC**.
- 24. Confidentiality**      The Service Provider 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 Employer's business or operations without the prior written consent of the Employer.
- 25. Insurance to be Taken Out by the Service Provider**      The Service Provider (a) shall take out and maintain at its own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 26. Service Provider's Actions Requiring Employer's Prior Approval**      The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

  - (i) changing the Program of activities/ Services/ or similar; and
  - (ii) any other action that may be **specified in the SCC**.
- 27. Reporting Obligations**      The Service Provider shall submit to the Employer the reports and documents specified in terms of reference.
- 28. Documents Prepared by the Service Provider to Be the Property of the Employer**      All plans, drawings, specifications, designs, reports, and other documents, service purchased, equipment and software submitted by the Service Provider in accordance with terms of reference shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof.

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| <b>29. Liquidated<br/>Damage/Penalties</b> | As per terms of reference  |
| <b>30. Performance<br/>Security</b>        | The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond. |
| <b>31. Fraud and<br/>Corruption</b>        | The Employer requires compliance with Standard Fraud and Corruption Act of India as well as Bihar.   |

#### **4. Service Provider's Personnel**

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| <b>32. Description<br/>of Service<br/>Personnel</b>                        | The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Service Personnel are described in terms of reference. The Service Personnel by title as well as by name in terms of reference are hereby approved by the Employer.   |
| <b>33. Removal<br/>and/or<br/>Replacement<br/>of Service<br/>Personnel</b> | <p><b>33.1</b> Except as the Employer may otherwise agree, no changes shall be made in the Service Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Service Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p><b>33.2</b> If the Employer finds that any of the Service Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> |

- 33.3** The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. Obligations of the Employer**

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| <b>34. Assistance and Exemptions</b>    | The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as <b>specified in the SCC</b> .   |
| <b>35. Change in the Applicable Law</b> | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the payment and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts. |
| <b>36. Services and Facilities</b>      | The Employer shall make available to the Service Provider the Services and Facilities as per terms of reference. .   |

## **6. Payments to the Service Provider**

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| <b>37. Payment</b>                         | The Service Provider's payment shall not exceed the Contract Price and shall be fixed, including all other costs incurred by the Service Provider in carrying out the Services described in the Terms of Reference. The payment Schedule will be followed as per the Terms of Reference.                              |
| <b>38. Contract Price</b>                  | The price payable in local currency is <b>set forth in the SCC</b> .  |
| <b>39. Terms and Conditions of Payment</b> | Payments will be made to the Service Provider according to the payment schedule <b>stated in the SCC</b> . Any other payment shall be made after the conditions <b>listed in the SCC</b> for such payment have been met, and the Service Provider has submitted an invoice to the Employer specifying the amount due. |

- 40. Interest on Delayed Payments** If the Employer has delayed payments beyond ninety (90) days (constraints with government procedure of financing) after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 41. Price Adjustment** Not Applicable.
- 42. Completion** The Service Provider shall request the Employer to issue a Certificate of Completion of the services, and the employer shall do so upon deciding that the whole of the services is completed.
- 43. Retention**
- 43.1** The Employer shall retain from each payment due to the Service Provider the proportion **stated in the PCC** until the Expiration date of the Contract.
- 43.2** Upon the issue of a Certificate of Completion of the Service by the Employer, in accordance with GCC 42, the total amount retained shall be repaid to the service provider after more than 28 days of the Expiration date of the Contract.

## 7. Quality Control

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- 44. Identifying Defects** The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Penalties are as per terms of reference.
- 45. Correction of Defects and Lack of Performance Penalty**
- 45.1** The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The penalties shall be extended for as long as Defects remain to be corrected.
- 45.2** Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- 45.3** If the Service Provider has not corrected a Defect within the time specified in the Employer's notice,

the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance will be calculated as described in Terms of Reference.

## 8. Settlement of Disputes

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| <b>46. Amicable Settlement</b> | The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.  |
| <b>47. Dispute Settlement</b>  | <p><b>47.1</b> If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during the carrying out of the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.</p> <p><b>47.2</b> The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p><b>47.3</b> The Adjudicator shall be paid by the hour at the rate <b>specified in the SCC</b>, together with reimbursable expenses of the types <b>specified in the SCC</b>, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.</p> <p><b>47.4</b> The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, <b>shown in the SCC</b>.</p> <p><b>47.5</b> Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing</p> |

Authority **designated in the SCC** at the request of either party within 14 days of receipt of such request.

## **SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

**SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

<b>Number of GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.2</b>	If necessary, the Adjudicator shall be appointed by the Service Provider with the consent of the employer. The Adjudicator must be a retired employee of the Water Resources Department of the Government of Bihar who held the position of Superintending Engineer prior to retirement.
<b>1.5</b>	The contract name is “Procurement of Services for Comprehensive Annual Operation and Maintenance Contract of Real Time Data Acquisition System (RTDAS) for the Kosi & Bagmati-Adhwara Basins in Bihar, India.”
<b>1.7</b>	The Employer is Joint Director, Flood Management Improvement Support Centre, Patna.
<b>3</b>	Language Shall be English.
<b>4</b>	<p>The Employer address is:</p> <p><b>Address : Office of the Joint Director</b>  <b>Flood Management Improvement Support Centre</b>  <b>2nd Floor, Jal Sansadhan Bhawan, Anisabad, Patna - 800002</b>  <b>Email Address: fmiscbihar@gmail.com</b>  <b>Phone No. 0612 - 2256999</b></p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
<b>5</b>	<b>As per Terms of Reference</b>
<b>6</b>	The Authorized Representatives are:



Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>For the Employer: <b>Deputy Director -1, Flood Management Improvement Support Centre, Patna</b></p> <p>For the Service Provider: _____</p>
<b>15</b>	The venue of the management meeting will be decided by the employer.
<b>16</b>	The date on which this Contract shall come into effect will be the date of agreement.
<b>17.2</b>	The Start Date shall be the date of signing contract.
<b>18</b>	<p>The Expiration date of Contract is 36 months from the date of issue of final acceptance.</p> <p>The contract may be extended for additional 3 years at the initial fixed rate, approved after this bid finalisation.</p>
<b>25</b>	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> <li>(i) Third-Party motor vehicle, if applicable.</li> <li>(ii) Third-Party liability, if applicable.</li> <li>(iii) Employer's liability and workers' compensation, if applicable.</li> <li>(iv) Professional liability, if applicable.</li> <li>(v) Loss or damage to equipment and property, if applicable.</li> </ul> <p>Applicability is to be decided by the employer.</p>
<b>29</b>	As per terms of reference
<b>30</b>	The Performance Security amount is 10% of the accepted contract amount. The standard form of Performance Security shall be the

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Unconditional Bank Guarantee issued by Scheduled/Nationalized Bank.
34	Not Applicable.
38	<i>Indian Rupees (INR, ₹).</i>
39	As per terms of reference
40	Not applicable.
43	Not Applicable.
44	As per terms of reference
45	As per terms of reference
47.3	The daily fee for Adjudicator, if required, shall be ₹ 10,000.
47.4	<p>The procedure for arbitration will be as follows:</p> <ul style="list-style-type: none"> <li>(a) In case of a Dispute or difference arising between the Employer and Service Provider relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996.</li> <li>(b) Arbitration proceedings shall be held at PATNA, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</li> <li>(c) The decision of the Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid equally by Service Provider and Employer.</li> <li>(d) Performance under the contract shall continue during the arbitration proceedings, and payments due to the Service Provider by the Employer shall not be withheld unless they are the subject matter of the arbitration proceedings.</li> </ul>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
47.5	The designated Appointing Authority for a new Adjudicator is <i>Employer, as per clause 1.7</i>



**SECTION VIII - CONTRACT FORMS**

<b>Performance Security .....</b>	<b>128</b>
<b>Contract Agreement.....</b>	<b>130</b>

## Performance Security

### (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of the place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the O & M Services of *\_ [insert name of contract and a brief description of the Non-Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount]* in *[insert figures]* (  ) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in demand itself or in a separately signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

This guarantee shall expire no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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[signature(s)]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

### Contract Agreement

THIS AGREEMENT made the . . . . . Day of . . . . ., . . . . ., between . . . . . *[name of the Employer]* . . . . . (Hereinafter “the Employer”), of the one part, and . . . . . *[name of the Service Provider]* . . . . . (hereinafter “the Service Provider”), of the other part:

WHEREAS the Employer desires that the Services known as . . . . . *[name of the Contract]*. . . . . should be executed by the *Service Provider*, and has accepted a Bid by the *Service Provider* for the execution of these Services and the remedying of any defects therein,

The Employer and the *Service Provider* agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (i) Agreement,
  - (ii) Letter of Acceptance,
  - (iii) Contractor’s Bid & Priced Bill of Quantities including Terms of Reference
  - (iv) Particular Conditions of Contract,
  - (v) General Conditions of Contract including Appendices, if any,
  - (vi) any other document listed in the PCC as forming part of the Contract, if any.
3. In consideration of the payments to be made by the Employer to the *Service Provider* as indicated in this Agreement, the *Service Provider* hereby covenants with the Employer to execute the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the *Service Provider* in consideration of the execution of the Services and the remedying of defects therein, the 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Government of India on the day, month and year indicated above.

Signed by:		Signed by:	
for and on behalf of the Employer		for and on behalf the <i>Service Provider</i>	
in the presence of:		in the presence of:	
Witness, Name, Signature, Address, Date		Witness, Name, Signature, Address, Date	