

Bihar Urban Infrastructure Development Corporation
(Govt of Bihar Enterprise)



Request for Proposal
for

**EMPANELMENT OF VENDORS FOR SUPPLY AND
CONSTRUCTION OF PREFABRICATED COMMUNITY &
PUBLIC TOILET FOR ULBs IN BIHAR UNDER RATE
CONTRACT**

VOLUME-3 of 3

CONDITION OF CONTRACT

(Ref. Notification Number: BUIDCo/SIU-1/Yo-42/16-83)



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Section IV A: General Conditions of Contract

1 Introduction

1.1 Definitions

1.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (i) **“Contract”** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (ii) **“Contract Documents”** means the documents listed in the Agreement, including any amendments thereto.
- (iii) **“Contract Price”** means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (iv) **“Day”** means calendar day.
- (v) **“Delivery”** means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (vi) **“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (vii) **“GCC”** means the General Conditions of Contract.
- (viii) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (ix) **“Purchaser”** means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (x) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (xi) **“SCC”** means the Special Conditions of Contract.
- (xii) **“Subcontractor”** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (xiii) **“Supplier”** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named

assuch in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(xiv) “**The Site**” where applicable, means the place named in the SCC.

2 Interpretation

2.1 General

2.1.1 If the context so requires it, singular means plural and vice versa.

2.1.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

2.1.3 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.

2.1.4 Non-waiver

(i) Subject to GCC Sub-Clause 2.1.7 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(ii) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.1.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2.3 Corrupt Practices

- i. It is required that bidders, suppliers and contractors, observe the highest standard of ethics during the procurement and execution of such contracts.

BUIDCO Defines for the purposes of this provision, the terms set forth below as follows:

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - b. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - c. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - d. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - e. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;
- ii. Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
 - iii. Will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in GoB-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an GoB-financed contract.

2.4 Language

- 2.4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC.

2.5 Notices

- 2.5.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 2.5.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

2.6 Governing Law

2.6.1 The Contract shall be governed by and interpreted in accordance with the laws of India and the State of Bihar, unless otherwise specified in the SCC.

2.7 Specifications and Standards

2.7.1 Technical Specifications and Drawings

- a. The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- b. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in volume II, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

2.7.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Volume II, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with Clause 3.4.

2.8 Copyright

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

2.9 Confidential Information

2.9.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 2.9.

- 2.9.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract
- 2.9.3 The obligation of a party under GCC Sub-Clauses 2.9.1 and 2.9.2 above, however, shall not apply to information that:
- I. the Purchaser or Supplier need to share with the Employer or other institutions participating in the financing of the Contract;
 - II. now or hereafter enters the public domain through no fault of that party;
 - III. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - IV. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 2.9.4 The above provisions of GCC Clause 2.9 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 2.9.5 The provisions of GCC Clause 2.9 shall survive completion or termination, for whatever reason, of the Contract

2.10 Packing and Documents

- 2.10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 2.10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

2.11 Insurance

2.11.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

2.12 Transportation

2.12.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the industry practice.

2.13 Inspections and Tests

2.13.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Volume II-Schedule of Supply.

2.13.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place as specified in the SCC. Subject to GCC Sub-Clause 2.13.3, if conducted on the premises of assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

2.13.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 2.13.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

2.13.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

2.13.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be the part of the Contract Price.

2.14 Change in Laws and Regulations

2.14.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 4.1.

2.15 Force Majeure

2.15.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. the Supplier or its Subcontractor, all reasonable facilities and

2.15.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.15.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.16 Assignment

2.16.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

3 Contract Details

3.1 Joint Venture, Consortium or Association

3.1.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

3.2 Subcontracting

3.2.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

3.2.2 Subcontracts shall comply with the provisions of GCC Clauses 2.3 and 3.1

3.3 Scope of Supply

3.3.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Volume II - Schedule of Supply

3.3.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

3.4 Change Orders and Contract Amendments

3.4.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 2.5, to make changes within the general scope of the Contract in any one or more of the following:

- (i) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (ii) the method of shipment or packing;
- (iii) the place of delivery; and
- (iv) the Related Services to be provided by the Supplier.

- 3.4.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 3.4.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

3.5 Delivery

- 3.5.1 The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Purchase Order.

3.6 Supplier's Responsibilities

- 3.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 3.3 and the Delivery and Completion Schedule, as per GCC Clause 3.5.

3.7 Purchaser's Responsibilities

- 3.7.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 3.7.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 3.7.1

3.8 Extensions of Time

- 3.8.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 3.5, the Supplier shall promptly notify the Purchaser 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.

- 3.8.2 Except in case of Force Majeure, as provided under GCC Clause 2.15, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 4.5, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 3.8.1

4 Contract Price and Payments

4.1 Contract Price

- 4.1.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 4.1.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 4.1.3 Preference will be given to L1 Bidder. However if ULB demand the supply of specific equipments from brand/agencies, the BUIDCo will place the order to same preferred brand/agencies.

4.2 Terms of Payment

- 4.2.1 The Contract Price shall be paid as specified below:
- (i) Mobilization Advance - 30%
 - (ii) On Completion of Plinth Foundation - 30%
 - (iii) On delivery of Super Structure - 30%
 - (iv) On Completion of Toilet - 10%

- 4.2.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 3.5 and upon fulfillment of all the obligations stipulated in the Contract.
- 4.2.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 4.2.4 The currency in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

4.3 Taxes and Duties

- 4.3.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 4.3.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

4.4 Performance Security

- 4.4.1 The Supplier shall, within thirty (30) days of the Notification of Award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 4.4.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.4.3 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

4.5 Liquidated Damages

- 4.5.1 Except as provided under GCC Clause 2.15, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 5.

4.6 Warranty

- 4.6.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 4.6.2 Subject to GCC Sub-Clause 2.7, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under formal use.
- 4.6.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC,
- 4.6.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 4.6.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

4.6.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

4.7 Patent Indemnity

4.7.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 4.7.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- i. The installation of the Goods by the Supplier or the use of the Goods where the Site is located; and
- ii. The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

4.7.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 4.7.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

4.7.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

4.7.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

4.8 Limitation of Liability

4.8.1 Except in cases of gross negligence or willful misconduct:

- I. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that

- this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- II. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

5 Termination and Disputes

5.1 Termination

5.1.1 Termination will occur as a result of the following:

Termination for Default

- 5.1.2 The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 3.8; or
 - a. if the Supplier fails to perform any other obligation under the Contract.
 - b. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 5.12 (a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
 - ii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2.3, in competing for or in executing the Contract.

Termination for Insolvency

- 5.1.3 The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

Termination for Convenience

5.1.4

- I. The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
 - a. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect To have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

5.2 Settlement of Disputes

5.2.1 Amicable Resolution

- a. Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.
- b. Either Party may require the Dispute to be referred to Managing Director, The Purchaser for amicable settlement. Upon such reference, both the Parties and the Managing Director or his nominee (who can be an employee of The Purchaser dealing with the Contract or otherwise) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

5.2.2 Arbitration

(a) Arbitrators

Any Dispute which is not resolved amicably as provided in Clause 20.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by The Purchaser. One (1) arbitrator is to be chosen by each Party and

the third, who shall be the Chairman to be appointed by the 2 (two) arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration

The place of arbitration shall be Patna, India.

(c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Arbitral Tribunal.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

(g) Performance during Arbitration

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award

Section IV B. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1.1(ix)	The Purchaser is: Bihar Urban Infrastructure Development Corporation Ltd.
GCC 1.1.1(xiv)	The Site is: the urban local body as specified or as may be specified in purchase order issued by the Purchaser
GCC 2.4	The language shall be: English
GCC 2.5.1	<p>For notices, the Purchaser's address shall be:</p> <p>General Manager (Tech) Bihar Urban Infrastructure Development Corporation Ltd. 2nd Floor, SFC Building, Daroga Prasad Rai Path, R.Block, Patna Patna -800 001 Tel: 0612-2506109, 2506208 Fax : 0612-2506132</p> <p>Electronic mail address: gm.tech@buidco.in</p>
GCC 2.6 supplier	<p>Add following after Clause 2.6.1:</p> <p>2.6.2 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made in Patna (India) from where the 'Letter of Acceptance' of the bid or Purchase Order has been issued.</p> <p>2.6.3 Jurisdiction of Courts. - The Courts of Patna (India), the place from where the 'Letter of Acceptance' of the bid has been issued (Patna), alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.</p> <p>2.6.4 Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970.</p> <p>2.6.5 FOR THE SUPPLIES OF GOODS MANUFACTURED IN INDIA:</p> <p style="padding-left: 20px;">a. The Supplier shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify the Purchaser from and</p>

	<p>against any claims under the aforesaid Act and the Rules.</p> <p>b. The Supplier shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the contract and continue to have a valid Licence until the completion of the contract. Any failure to fulfil this requirement resulting in non-execution of the contract shall attract the penal provisions of the contract.</p>
GCC 2.10	The packing, marking and documentation within and outside the packages shall be:
GCC 2.11.1	The insurance coverage shall be till delivered at the place specified in Purchase Order
GCC 2.13.2	<p>Tests and Inspections specified in Section V, Schedule of Supply, shall be carried out at the following times or milestones, and places :</p> <ol style="list-style-type: none"> 1. Pre-Delivery Inspection and Acceptance of Items <ol style="list-style-type: none"> a) The equipments must be offered in full as per ordered configuration for acceptance. No equipment with short supply or with lower technical specifications shall be accepted. The Purchaser, may if desire, conduct pre-delivery inspection of the equipment being supplied. The offered items, in addition to meeting the performance results as per evaluation tests, should also contain the same subsystem as approved by The Purchaser. Failure to fulfill any of the above-mentioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. The bidders must ensure the availability of ordered items/spares in their stock before accepting the purchase order. b) In case of an empanelled item becoming 'end of life' and if the empanelled bidder(s) want to offer a new item / model of same make and same or higher specifications, which was not offered for evaluation, the same need to be offered to The Purchaser for evaluation with full configuration. The Supplier should provide detailed technical documents and technical man power support so as to enable The Purchaser to carry out the evaluation if required. The decision taken by The Purchaser will be final and binding on the Supplier. c) The schedule for inspection testing dates shall be provided atleast 15 days before the last date of delivery. This needs to be strictly followed. d) The Purchaser reserves the right to test and accept at User departments' premises, if required and the selected Supplier will be required to arrange for the same. e) The Purchaser reserves the right to reject any item, if found unsuitable and / or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the Supplier. No payment will be made for rejected items. The items which are accepted after testing should be sealed inside carton under the joint signature of the representatives of The Purchaser and the selected

Supplier representative and then sent along with the packing list giving serial numbers and part numbers of all possible items and copy of the acceptance test report to the actual sites of installation.

- f) If Supplier decides to keep ready, an advance lot of standard configuration machines to improve execution performance, The Purchaser may carry out advance inspection. For each dispatch, Supplier will inform purchase order wise serial number of dispatched machines.

2. Inspection Of Goods At Destination Station

- a) On receipt of the Goods at the place of delivery, these shall be jointly inspected by the Supplier and the consignee for completeness and satisfactory condition of all equipment/components. Damages, defects and deficiencies, if any, shall be noted and the Supplier shall initiate immediate action for making good the same under advice to the Purchaser. Any delay in testing and commission in of these Goods due to any such reason will be to the Supplier's account and will be dealt with by the Purchaser as per Conditions of the Contract.
- b) Goods shall be subjected to detailed tests and field trials as prescribed in the Technical Specification of the RFP document. Any modifications found necessary as a result of these tests or further service trials shall be incorporated by the Supplier at his own cost in these Goods in a manner approved by the Purchaser. All key and manufacturing drawings incorporating the modifications shall be submitted to the Purchaser.

3. Removal Of Rejected Goods

- a) On rejection of any Good, subjected to inspection or assessment of performance during testing and commissioning at a place other than the premises of the Supplier, such Goods shall be removed by the Supplier at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Supplier at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post/email reach the Supplier, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected Goods till the price paid for such Goods is refunded by the Supplier save that such retention shall not in any circumstances be deemed to be acceptance of the Goods or waiver of rejection thereof.
- b) All rejected Goods shall in any event and circumstances remain and always be at the risk of the Supplier immediately on such rejection. If such Goods are not removed by the Supplier within the period aforementioned, the Inspecting Officer/ Purchaser may remove the rejected Goods and either return the same to the Supplier at the risk and cost of the Supplier by such mode of transport

	<p>as the Purchaser or Inspecting Officer may decide, or dispose off such Goods at the Supplier 's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals and any price refundable by the Supplier as a consequence of such rejection. The Purchaser shall, in addition, be entitled to recover from the Supplier handling and storage charges @ 0.5% of the price of Goods per week or part thereof on the rejected Goods after the expiry of the time-limit mentioned above.</p>
GCC 3.2.1	The individuals or firms in a joint venture, consortium or association will jointly and severally liable.
GCC 3.4	The scope of supply shall be defined in : Purchase Order
GCC 4.1.2	<p>The price adjustment shall be:</p> <ul style="list-style-type: none"> a) During the validity of the empanelment including the extended period, if any, if the Bidder sells any empanelled item to any other Department / Organization at a price lower than the price fixed for The Purchaser, the Bidder must voluntarily pass on the price difference to The Purchaser with immediate effect. Similarly, in the event of lowering of Government levies subsequent to the finalization of the panel, the selected Supplier shall automatically pass on the benefits to The Purchaser. b) During the validity of the panel, The Purchaser may ask the technically shortlisted Bidders to requote the prices based on new/advanced configurations due to technological upgradation. c) Taxes shall be charged as applicable from time to time.
GCC 4.2.1	<p>The terms of payment shall be:</p> <p>1.1. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges, deductions or adjustments as per terms & conditions of contract in the following manner:</p> <ul style="list-style-type: none"> a) Payment for 80% of the total price of each consignment of the Goods despatched will be made to the Supplier on receipt of the Goods by the Consignee, within 60 days of receipt of bill along with the documents as

	<p>specified below:</p> <ul style="list-style-type: none"> (i) Four Copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount; (ii) Provisional receipt certificate in original issued by consignee; (iii) Two Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's/ Supplier's warranty certificate; (vi) Inspection certificate issued by the nominated inspection agency. (vii) Certificate of origin. (viii) Original copy of consignee's receipt for maintenance and service manuals. <p>b) Balance 20% payment would be made within 60 days against 'Final Acceptance Certificate' of the Goods to be issued by the consignee, subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.</p> <p>1.2. Payment for Annual Maintenance Charges: All payment in respect of AMC, if any, shall be made in Indian Rupees to Indian in accordance with General Conditions of Contract.</p> <p>1.3. The Supplier shall not claim any interest on any overdue/ or unadjudicated payments under the contract.</p>
<p>GCC 4.2.4</p>	<p>The currencies for payments shall be: Indian National Rupees</p> <ul style="list-style-type: none"> a) Payment for the Goods manufactured in India will be made in Indian Rupees against bills preferred by the Supplier. Any payment in the foreign exchange that the Supplier may have to make for imported components forming part of the bid will be arranged by him directly. b) Where there is a statutory requirement for tax deduction at source, such deduction towards Income Tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
<p>GCC 4.4.1</p>	<p>The Supplier shall provide a Performance Security of 5 (five) percent of the Contract Price within 15 days of receiving the Purchase Order. The Performance Security shall be in Indian National Rupee (INR). <u>For calculating 05% amount, total contract price inclusive of duties and taxes but excluding annual maintenance charges if any will be taken into account.</u></p>

GCC 4.4.3	<p>The types of acceptable Performance Securities are:</p> <p>The Supplier shall furnish Performance Security in the form of an irrevocable Bank Guarantee encashable at Patna in the proforma prescribed in Section IV C. The Bank Guarantee should be from any Scheduled Commercial Bank (licensed by RBI) or confirmed by any Indian nationalised bank. The Bank Guarantee should be drawn in favour of “Managing Director, Bihar Urban Infrastructurre Development Corporation Limited”, payable at Patna.</p>
GCC 4.4.4	<p>Discharge of Performance Security shall take place:</p> <p>The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than eighty eight (88) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations and maintenance obligations. The Performance Security will be returned to the Supplier upon submission of no claim certificate.</p>
	<p><i>Add sub-Clause 4.4.5 to Sub-clause 4.5.10 as given blow after GC Sub-Clause 4.4.4:</i></p> <p>4.4.5 In case furnishing of Performance Security is delayed by the Supplier beyond the period provided in sub-clause 4.4.1, and the performance security so submitted is accepted by the Purchaser, penalty as per Sub Clause 4.4.7 hereinafter shall be levied for the period of delay, beyond 30 days allowed as per preceding sub Clause 4.4.1, in submission of the performance security. Alternatively, the Purchaser may declare the Contract as cancelled.</p> <p>4.4.6 If the Bidder, having been called upon by the Purchaser to furnish Performance security, fails to furnish the same, it shall be lawful for the Purchaser:-</p> <ol style="list-style-type: none"> a) to levy penalty in terms of GC clause 4.4.7 of GCC; or b) to forfeit the EMD and cancel the contract or any part thereof and to purchase or authorise the purchase of the Goods and Related Services at the risk and cost of the Supplier and in that event the provisions of sub-clause 5.1.2 (i)(b) shall apply as far as applicable. <p>4.4.7 In case of delay in submission of performance security in term’s of clause 4.4.1, the Purchaser shall, without prejudice to other remedies under the contract, levy/deduct penalty @ 0.5% of the total value of the Contract (inclusive of duties & taxes but excluding annual maintenance contract charges) for delay of each week or part thereof. The decision of Purchaser shall be final in this regard. The Supplier agrees that the penalty is fair and genuine pre-estimate of the loss that would be occasioned by Purchaser and it</p>

	<p>shall not dispute the same in any manner. The penalty shall be recovered from EMD.</p> <p>4.4.8 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Supplier in the fulfilment or performance in any manner whatsoever of the contract under reference or any part thereof to the satisfaction of the Purchaser. The Purchaser shall also be entitled to deduct from the amount of the performance security any loss or damage which the Purchaser may suffer or be put to by reason of or due to any act or other default, recoverable by the Purchaser from the Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Supplier to maintain the amount of the performance security at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Supplier under this or any other Contracts with the Purchaser.</p> <p>4.4.9 As and when an amendment is issued to the contract, having an impact on amount and validity of Performance security the Supplier shall, within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Bank Guarantee rendering the same valid for the contract as amended.</p> <p>4.4.10 The Bank Guarantee and or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.</p> <p>4.4.11 FRESH PERFORMANCE SECURITY: In the event of the encashment of the Performance Security by Purchaser pursuant to an Encashment Notice issued, the Supplier shall within 30 (thirty) days of the Encashment Notice furnish to Purchaser fresh Performance Security. The provisions set forth in above shall apply mutatis mutandis to such fresh Performance Security.</p>
<p>GCC 4.5.1</p>	<p><i>The liquidated damage shall be:</i></p> <p>a) @ 0.5% (zero point five per cent) of the total value of the Goods (inclusive of duties & taxes) which the Supplier has failed to deliver/ commission within the period fixed for delivery/ commissioning for delay of each week or part thereof up to 4(four) weeks of delay, and</p> <p>b) @ 0.75% (zero point Seven-five per cent) of the total value of the Goods (inclusive of duties & taxes) which the Supplier has failed to deliver/ commission within the period fixed for delivery/ commissioning for delay of</p>

	<p>each week or part thereof on entire delay period if delay is between 4 (four) weeks and 8 (eight) weeks and</p> <p>c) @ 1% (one per cent) of the total value of the Goods (inclusive of duties & taxes) which the Supplier has failed to deliver/ commission within the period fixed for delivery/ commissioning for delay of each week or part thereof on entire delay period if delay is beyond 8 (eight) weeks.</p> <p>The decision of Purchaser shall be final in this regard. Example: - In case delay period is 32 days, then pre-estimated liquidated damages shall be worked @ 0.75% for 5 weeks.</p>
<p>GCC 4.5.1</p>	<p>The maximum amount of liquidated damages shall be:</p> <p>The amount of pre estimated liquidated damages to be charged under the contract, shall not exceed 10% of the Contract Price (inclusive of duties & taxes but excluding annual maintenance contract charges). However, the pre estimated damages to be levied on the Supplier under annual maintenance contract period shall not be included in the aforesaid ceiling of 10 (Ten) percent.</p>
<p>GCC 4.6.3</p>	<p>The period of validity of the Warranty shall be:</p> <p>All Goods including free spare parts and kits mentioned in Section III (Schedule of Supply) shall be under on-site comprehensive warranty support from the date of delivery or installation whichever is earlier up to the period 3 years:</p>
<p>GCC 4.6.5</p>	<p>The Supplier shall correct any defects covered by the Warranty within :</p> <p>a) The Supplier should fulfill the following conditions during warranty period:</p> <ul style="list-style-type: none"> • Any failure in the System should be rectified within maximum period of 2 days of lodging complaint • Any item failing at sub-component level more than three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem will be replaced by the Supplier at his cost and risk within 10(Ten) days, from the date of last failure with higher specifications. • If any of the system is down beyond 8 hours, penalty will be charged per day per system at the rate of 0.05%. Maximum penalty will be limited to 5% of the purchase order value.

	<p>b) On completion of the Warranty period, the Performance Security shall be released after satisfying that proper support has been provided during warranty period of three/five years for all the items. If considered necessary, suitable amount of penalty shall be recovered from the Supplier out of their due payments or from their Performance Security or by raising claims, while releasing the Security Deposit.</p> <p>The bidder is also required to submit an undertaking that the item being supplied by them is not end of sales / support for next three years.</p>
<p>GCC 4.8.1</p>	<p>The amount of aggregate liability shall be:</p> <ul style="list-style-type: none"> • The amount of aggregate liability under the contract shall not be more than 15% of Contract Price. • The amount of aggregate liability under tort shall be as per applicable laws in India.

Section IV C. Contract Forms

1. Agreement

Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) Request for Proposal

(b) All communications between the Purchase and supplier

(c) Minutes of Negotiation Meeting

(d) The Purchaser's Notification to the Supplier of Award of Contract;

(e) The Bid Submission Sheet and the Price Schedules submitted by the Supplier;

(f) The Particular Conditions to Contract;

(g) The General Conditions to Contract;

(h) The Schedule of Supply; and

(j) This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related

Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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 _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Witness

Witness

2. Performance Security

BANK GUARANTEE NO.

DATE:

PERIOD OF BANK GUARANTEE: VALID UPTO (14 months from the date of Empanelment)

AMOUNT OF GUARANTEE:.....

To

The Managing Director,

Bihar Urban Infrastructure Development Corporation Ltd.

Khadya Bhawan, 2nd floor,

Daroga Prasad Rai Path,

R. Block Road No.-2, Patna-800 001

THIS DEED OF GUARANTEE EXECUTED ON THIS _____ Day of _____ 2016 by <Name

of the Bank issuing guarantee> a scheduled bank / corporate body, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) hereinafter referred to as the 'Guarantor Bank' (which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns.) in favour of Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), Bihar Urban Infrastructure Development Corporation Ltd., Khadya Bhawan, 2nd floor, Daroga Prasad Rai Path, R. Block Road No.-2, Patna -800 001 (hereinafter referred to as "Beneficiary" which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns).

Whereas Empanelment Notification NO. -----dated ----- (Hereinafter called the "Empanelment Notification") for empanelling M/s. ----- for Supply and Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of "Continuous PUF Sandwich Panel fixed to Tubular Steel Frame" at various locations for urban local bodies in Bihar (Hereinafter referred to as 'the Empanelled Agency') stands accepted by the Empanelled Agency.

And whereas to ensure due performance of the obligations to the satisfaction of the beneficiary towards providing support to BUIDCo under the said empanelment and in terms thereof by the empanelled agency as aforesaid, the Guarantor Bank at the request of the Empanelled Agency has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:

In consideration of Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), the beneficiary, having empanelled the agency for a period of 12 months for providing Supply and Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of "Continuous PUF Sandwich Panel fixed to Tubular Steel Frame" at various locations for urban local bodies in Bihar at the specified rates to BUIDCo, we (Name of the Guarantor Bank) do hereby undertake as under:

- a. To indemnify and keep indemnified the beneficiary to the extent of the sum of INR <<>>for the losses and damages that may be caused to or suffered by the beneficiary in the event of non-performance or not meeting the commitments of this empanelment and further undertake to pay immediately on demand to the beneficiary the amount claimed under this guarantee not exceeding INR <<>>without demur and without Beneficiary needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.
- b. The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary or up to (mention date - i.e. 14 months from the date of order) which is earlier.
- c. This guarantee shall not in any way be affected by the change in the constitution of the Empanelled Agency or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary.
- d. Notwithstanding anything contained above the liability of the guarantor Bank under this deed of guarantee is restricted to INR <<>>. This guarantee shall remain in full force till (mention date) and the guarantor Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the beneficiary serves upon the guarantor Bank a written claim or demand on or before (mention date) at (name of the guarantor Bank and branch).

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed

This deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place

For

Date

Authorized Signatories

Seal